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*Attorneys for Plaintiff Amy McCormack*

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**10/25/2023** at 01:51:00 PM

Clerk of the Superior Court  
By E- Filing, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF**

MARIA SANZ *et al.*

Plaintiffs,

vs.

STERLING JEWELERS, INC. *et al.*

Defendants.

Case No. 37-2022-00015148-CU-OE-CTL

*Hon. Gregory W. Pollack*  
*Dept. 71*

**CLASS ACTION**

**Notice of Entry of Order Granting Final  
Approval and Judgment**

Action Filed: April 22, 2022

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE  
2 TAKE NOTICE THAT:

3 1. On October 13, 2023 at 9:30 a.m. in this Department, the Court entered the Order and  
4 Judgment Granting Final Approval of Class Action Settlement and Attorneys' Fees and Costs,  
5 attached hereto as Exhibit 1. Judge Pollack confirmed the Court's Tentative Ruling attached hereto as  
6 Exhibit 2.

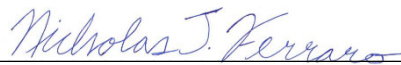
7 2. A copy of this Notice has been submitted to the LWDA via its online electronic portal  
8 in accordance with Labor Code § 2699(1)(3).

9 3. Plaintiffs hereby provide notice of the Court's final ruling and entry of judgment.  
10

11 Respectfully submitted,

12  
13 Dated: October 25, 2023

***Ferraro Vega Employment Lawyers, Inc.***

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15 Nicholas J. Ferraro

16 Attorneys for Plaintiff Amy McCormack  
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# EXHIBIT 1

**FILED**  
Clerk of the Superior Court

OCT 13 2023

By: T. Abas

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

MARIA SANZ *et al.*

Plaintiffs,

v.

STERLING JEWELERS, INC. *et al.*

Defendants.

Lead Case No.: 37-2022-00015148-CU-OE-CTL  
Consolidated With: 37-2022-00017578-CU-OE-CTL

*Assigned to the Hon. Gregory W. Pollack- Dept. 71*

**CLASS ACTION**

*A.B.T.*  
**REVISED [PROPOSED] ORDER AND  
JUDGMENT GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT, AWARD  
OF ATTORNEYS' FEES AND COSTS AND  
APPROVAL OF CLASS REPRESENTATIVE  
SERVICE AWARDS**

Date: October 13, 2023

Time: 9:30 a.m.

1 On April 6, 2023, Plaintiffs and Defendants entered into a Class Action Settlement Agreement  
2 ("Settlement Agreement"). On June 30, 2023, this Court granted Preliminary Approval of the  
3 Settlement and ordered that notice be sent to the class.

4 On October 13, 2023, this Court heard Plaintiffs' Motion for Final Approval of Class Action  
5 Settlement, Award of Attorneys' Fees and Costs and Approval of Class Representative Service Awards  
6 (the "Motion"). After reviewing the Motion and supporting papers, the Court finds good cause to grant  
7 the Motion.

8 **FINDINGS:**

9 1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in  
10 all respects, fair, adequate, and reasonable.

11 2. The Court finds that Class Members have been adequately represented by the Class  
12 Representatives and Class Counsel.

13 3. The Court also finds that extensive arm's-length negotiations have taken place, in good  
14 faith, between Class Counsel and Defendants' Counsel resulting in the Settlement Agreement.

15 4. The Settlement Agreement provides substantial and adequate value to the class.

16 5. Notice was provided to Class Members in compliance with the Settlement Agreement,  
17 California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California  
18 and United States Constitutions, and any other applicable law, and constitutes the best notice  
19 practicable under the circumstances, by providing notice to all individual Class Members who could  
20 be identified through reasonable effort. The Notice fully satisfied the requirements of due process.

21 6. The Notice: (i) fully and accurately informed Class Members about the lawsuit and  
22 settlement; (ii) provided sufficient information so that Class Members were able to decide whether to  
23 accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlement;  
24 (iii) provided procedures for Class Members to exclude themselves from the Settlement Class (iv)  
25 provided procedures for Class Members to file written objections to the proposed settlement, to appear  
26 at the hearing, and to state objections to the proposed settlement; and (v) provided the time, date, and  
27 place of the Final Approval Hearing.

28 7. The Parties adequately performed their obligations under the Settlement Agreement.

1           8.     No Class Members have objected to the terms of the Settlement.

2           9.     For the reasons stated in the Preliminary Approval Order, and having found nothing that  
3 would disturb these previous findings, this Court finds and determines that the proposed Settlement  
4 Class, as defined below, meets all of the legal requirements for class certification for settlement  
5 purposes under California Code of Civil Procedure §382 and California Rules of Court, Rule 3.769.

6           10.    An award of \$666,666.67 in reasonable attorneys' fees and \$30,825.81 in actual costs  
7 incurred to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel's  
8 experience, their efforts in prosecuting this Action, and the benefits obtained for the Class.

9           11.    A Service Award of \$5,000 for each Plaintiff is fair and reasonable in light of their  
10 contributions to the litigation and settlement of this Action.

11 **IT IS ORDERED THAT:**

12           1.     This Court has jurisdiction over the subject matter of the Action and over all parties to  
13 the Action, including all members of the Settlement Class.

14           2.     Plaintiffs' Motion is hereby GRANTED.

15           3.     The Settlement Agreement is finally approved. Accordingly, the Court directs the  
16 Parties and their counsel to implement and consummate this Settlement in accordance with the terms  
17 and conditions of the Settlement Agreement.

18           4.     The Settlement Class is certified for purposed of settlement only and is defined as  
19 follows: "All individuals employed by Sterling Jewelers Inc. and Zale Delaware, Inc. in California as  
20 hourly, non-exempt employees during the period of March 4, 2018 through March 1, 2023 (excluding  
21 all Workweeks covered by the prior class action settlements involving Defendants)."

22           5.     Upon entry of this Order, compensation to the Settlement Class Members shall be  
23 effected pursuant to the terms of the Settlement Agreement.

24           6.     The Court hereby confirms Maria Sanz, Amy McCormack, Helena Phillips, Celeste  
25 Giron, Spencer Maki, Jules Santos, and Diane White as Class Representatives.

26           7.     The Court hereby confirms Justin Hewgill of Hewgill Cobb & Lockard, APC, Ben  
27 Travis of Ben Travis Law, APC, and Nicholas J. Ferraro and Lauren N. Vega of Ferraro Vega  
28 Employment Lawyers, Inc, as Class Counsel.

1           8.     Class Counsel shall be awarded \$666,666.67 as attorneys' fees and \$30,825.81 in actual  
2 costs incurred, as litigation costs and expenses, with payment coming out of the Settlement Fund. The  
3 Court further finds that the hourly rates of Class Counsel are reasonable and in keeping with market  
4 rates for comparably complex litigation in Southern California.

5           9.     Plaintiffs are hereby each awarded \$5,000 as a Service Award, with payment coming  
6 out of the Settlement Fund.

7           10.    \$37,500 shall be paid from the Settlement Fund to the California Labor and Workforce  
8 Development Agency.

9           11.    \$25,750 shall be paid from the Settlement Fund to the Settlement Administrator, CPT  
10 Group, Inc.

11          12.    No other litigation costs and/or attorneys' fees shall be awarded, either against  
12 Defendants or any related persons or entities or from the award to the Class.

13          13.    Each member of the Settlement Class, excluding those Members identified as timely  
14 opting out in paragraph 14 below, is bound by the Settlement Agreement, including the releases and  
15 covenant not to sue, and this Final Order and Judgment.

16          14.    This Final Order and Judgment does not bind persons who filed timely and valid  
17 Requests for Exclusion. The following individuals properly requested to be excluded from the  
18 Settlement: Silvia Alfaro, John Brazil, Cynthia Shaw, Maria Contreras, Esperanza Rodriguez and  
19 Cindy Ybarra.

20          15.    Upon entry of this Final Order and Judgment, and by operation of this Final Order and  
21 Judgment, the claims in this Action of each Settlement Class Member against any and all of the  
22 Released Parties as defined in the Settlement Agreement, are fully, finally, and forever released,  
23 relinquished, and discharged pursuant to the terms of the Settlement Agreement.

24          16.    Each Settlement Class Member is permanently enjoined from bringing, joining, or  
25 continuing to prosecute any Released Claims against Defendants or any Released Parties.

26          17.    This Final Order and Judgment, and all papers related thereto, are not, and shall not be  
27 construed to be, an admission by Defendants of any liability, claim, or wrongdoing whatsoever, and  
28

1 shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any  
2 other proceeding.

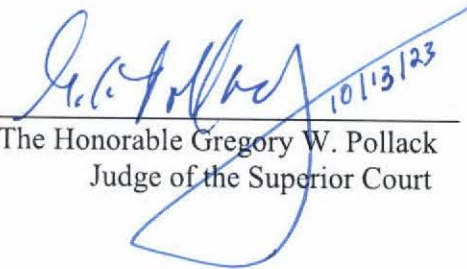
3 18. Notice of entry of this Order and Judgment shall be given to the Class Members by  
4 posting a copy of the Order and Judgment on the Settlement Administrator's Website for a period of at  
5 least sixty (60) calendar days after the date of entry of this Order and Judgment.

6 19. The Court hereby enters final judgment in this case in accordance with the terms of the  
7 Settlement, Preliminary Approval Order, this Order, and Rule 3.769(h) of the California Rules of Court.

8 20. Without affecting the finality of this Order and Judgment, the Court reserves exclusive  
9 and continuing jurisdiction over the Action, Plaintiffs, the Class, and Defendants for the purposes of  
10 supervising the implementation, enforcement, construction, and interpretation of the Settlement  
11 Agreement, the Preliminary Approval Order, the distribution of the Cash Awards, and this Order and  
12 Judgment.

13  
14  
15  
16 **IT IS SO ORDERED.**

17  
18 Date: \_\_\_\_\_

19   
The Honorable Gregory W. Pollack  
Judge of the Superior Court

## EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA,**

COUNTY OF SAN DIEGO

HALL OF JUSTICE

TENTATIVE RULINGS - October 12, 2023

EVENT DATE: 10/13/2023

EVENT TIME: 09:30:00 AM

DEPT.: C-71

JUDICIAL OFFICER: Gregory W Pollack

CASE NO.: 37-2022-00015148-CU-OE-CTL

CASE TITLE: SANZ VS STERLING JEWELERS INC [IMAGED]

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Other employment

EVENT TYPE: Motion Hearing (Civil)

CAUSAL DOCUMENT/DATE FILED:

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The Court rules on the motion for final approval of class action settlement, award of attorneys' fees and costs and approval of class representative service awards as follows:

The motion is granted for the reasons stated below.

The terms of the settlement are as follows: Defendants Sterling Jewelers Inc., Signet Jewelers Ltd., and Zale Delaware, Inc. (collectively Defendants) will pay a gross settlement of \$2,000,000.00 to the class, which includes attorneys' fees and costs, settlement administration costs, a representative enhancement and PAGA payments to the LWDA and the class. (Ferraro Dec., ¶14.) The estimated net settlement is \$1,191,757.52. (*Ibid.*)

There have been no objections and seven opt outs. (Olivares Supp. Dec., ¶¶5, 7.)

*Legal Standard.* When faced with a motion for final approval of a class action settlement, a court's inquiry is whether the settlement is "fair, adequate and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 fn. 7 (hereafter *Dunk*)). California strongly favors settlements. (*Western Steamship Lines, Inc. v. San Pedro Peninsula Hosp.* (1994) 8 Cal.4th 100, 110.)

The presumption of fairness exists where, as here "(1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

The factors that courts routinely consider in reviewing a proposed settlement are: (1) the strength of the plaintiffs' case, (2) the risk, complexity, length, and expense of continued litigation, (3) the risk of maintaining class action status through trial, (4) the amount offered in settlement, (5) the stage of the proceedings and the amount of discovery already undertaken at the time of the settlement, (6) the experience and views of counsel, and (7) the reaction of the class members to the proposed settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1166-1167.)

Here, plaintiffs Maria Sanz, Amy McCormack, Helens Phillips, Celeste Giron, Spencer Maki, Jules Santos and Diane White (collectively Plaintiffs) presented evidence establishing that the settlement is fair and adequate. (Ferraro Dec., ¶50.) The parties engaged in arm's length negotiations and extensive investigation and discovery. (*Id.*, at ¶¶5-11.) Finally, counsel for Plaintiffs are experienced and skilled in class actions. (*Id.*, at ¶¶19-49.)

In addition, Defendants do not oppose the following proposed payments: (1) Class representative enhancement payments of \$5,000.00 each, (2) attorney fees and litigation costs of \$666,666.67 and \$430,825.81, respectively, (3) claims administration costs of \$25,750.00, and a (4) PAGA payment of \$50,000.00. (Ferraro Dec., ¶14.)

**IT IS SO ORDERED.**