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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11 UNLIMITED JURISDICTION
12

13 SANNIYAH BEY, on behalf of herself and all
14 others similarly situated, and the general public,

15 *Plaintiff,*

16 vs.

17 FENDI NORTH AMERICA, INC., a New
18 York corporation; PYRAMID CONSULTING
19 GROUP, LLC, a New York Limited Liability
Company; and DOES 1 through 50, inclusive,

20 *Defendants.*
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FILED
Superior Court of California
County of Los Angeles

09/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

Case No. 22STCV25488

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, JUDGMENT**

Action filed: August 11, 2022

~~AMENDED PROPOSED~~ ORDER

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

On August 16, 2024, a hearing was held in Dept. SSC-1 of the above-entitled Court, Hon. Stuart M. Rice, presiding, on Plaintiff SANNIYAH BEY (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Award of Attorneys’ Fees, Reimbursement of Litigation Costs, and Enhancement Award (“Plaintiff’s Motion”).

Plaintiff and Defendants FENDI NORTH AMERICA, INC. (“Fendi”) and PYRAMID CONSULTING GROUP, LLC (“Pyramid”) (Fendi and Pyramid, collectively, “Defendants”) (Plaintiff and Defendants, collectively, the “Parties”), submitted the Amended Class Action and PAGA Settlement Agreement (“the “Settlement”) which this Court preliminarily approved by its Order entered on March 5, 2024 (the “Preliminary Approval Order”). In accordance with the Preliminary Approval Order, class members have been given notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order, and at the final approval hearing on August 16, 2024, the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDGES, and DECREES as follows:

1. Pursuant to the Preliminary Approval Order, the Class Notice was sent to each Class Member by first-class mail. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process. No Class Member requested exclusion from the Settlement.
2. The Court finds and determines that the Class, as conditionally certified by the Preliminary Approval Order, meets all of the legal requirements for class certification for settlement purposes only under Code of Civil Procedure section 382, and it is hereby ordered that the Class is finally certified for settlement purposes. The classes the Court conditionally certifies

are defined as follows:

- a. **Fendi Class:** all current and former hourly paid and/or non-exempt employees who were employed by Fendi in the State of California at any time from June 2, 2020 until March 5, 2024 (the “Fendi Class Period”).
- b. **Pyramid Class:** all current and former hourly paid and/or non-exempt employees who were employed by Pyramid and placed to work at Fendi in the State of California at any time from August 8, 2018 until March 5, 2024 (the “Pyramid Class Period”).

3. Additionally, the Aggrieved Employees are defined as follows:

- a. **Fendi Aggrieved Employee:** all current and former hourly paid and/or non-exempt employees who were employed by Fendi in the State of California at any time from February 10, 2023 until March 5, 2024 (the “Fendi PAGA Period”).
- b. **Pyramid Aggrieved Employee:** all current and former hourly paid and/or non-exempt employees who were employed by Pyramid and placed to work at Fendi in the State of California at any time from September 21, 2021 until March 5, 2024 (the “Pyramid PAGA Period”).

4. The Court further finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member, and that the Class Members who did not timely submit valid Requests for Exclusion in accordance with the Settlement Agreement and the Preliminary Approval Order will be bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

5. The Class Members release the following claims as defined in the Agreement:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, damages, debts, liabilities, actions, causes, and/or causes of action, whether known or unknown, arising or accruing at any point during the Class Period¹ that were asserted in the Operative Complaint and/or that could have been asserted in the Operative Complaint based on the facts and/or legal allegations alleged in the Operative Complaint, including claims for violation(s) of California Labor Code sections 194, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204.1, 204.2, 205, 205.5, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802, IWC Wage Order 7-2001, California Business & Professions Code sections 17000 *et seq.* and 17200 *et seq.*, and any and all claims from attorneys’ fees and costs and statutory interest associated with the aforementioned claims. This includes claims for: the purported

¹ “Class Period” collectively refers to the Fendi Class Period and the Pyramid Class Period.

1 payment or nonpayment of compensation, including wages, minimum wage, straight time,
2 overtime, premium pay, and the calculation or miscalculation of any of the foregoing; meal
3 or rest period premiums or penalties, including the calculation or miscalculation thereof;
4 failure to pay for all hours worked, including alleged off-the-clock work; failure to timely
5 pay wages during employment; failure to pay wages at discharge or termination; failure to
6 provide compliant meal and rest periods; failure to accurately record time, including all
7 time worked (such as off-the-clock work); failure to provide timely and compliant wage
statements and to maintain records; failure to reimburse business expenses; unfair business
practices; related premiums, statutory penalties, waiting time penalties, civil penalties;
liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief;
declaratory relief; or accounting, whether such causes of action are in tort, contract, or
pursuant to a statutory remedy. The release shall include all the above claims through
March 5, 2024.

8 6. Additionally, the Aggrieved Employees release the following claims:

9 By operation of the entry of the Final Approval Order, and except as to such rights or claims
10 as may be created by this Agreement, all Aggrieved Employees and the LWDA are deemed
11 to release, on behalf of themselves and their respective current and former representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
13 all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
14 based on the PAGA Period² facts stated in the Operative Complaint, the PAGA Notice,
and ascertained in the course of the Action, including claims for violations of or brought
pursuant to the following sections of the California Labor Code: 201-205.5, 210, 216, 218,
218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 245-248.5, 256, 432.7, 510, 512, 558,
1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699 and 2802.

15 7. Plaintiff provides a general release of claims against the Released Parties as set forth in the
16 Settlement.

17 8. The "Released Parties" are Defendants; their parent or subsidiary corporations; each of their
18 present, former, or future owners, officers, directors, shareholders, partners, exempt employees
19 holding managerial/supervisory roles, insurers, successors, predecessors, contractors, assigns, and
20 managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing
21 entities and individuals and any entities that Plaintiff, and/or any Class Member or Aggrieved
22 Employee may assert are joint employers with Defendants.

23 9. Without affecting the finality of this order in any way, the Court retains jurisdiction of all
24 matters relating to the interpretation, administration, implementation, effectuation and
25 enforcement of this order and the Settlement.

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28 ² "PAGA Period" collectively refers to the Fendi PAGA Period and the Pyramid PAGA Period.

- 1 10. Nothing in this Order will preclude any action to enforce the Parties' obligations under the
2 Settlement or under this Order, including the requirement that Defendants make payments to
3 the Class Members in accordance with the Settlement.
- 4 11. Upon completion of administration of the Settlement, the Settlement Administrator will
5 provide written certification of such completion to the Court and counsel for the Parties.
- 6 12. The Parties are hereby ordered to comply with the terms of the Settlement.
- 7 13. Defendants will pay \$94,000.00 as the Gross Settlement Amount, allocated as follows:
- 8 a. \$31,333.33 for attorney fees to Class Counsel, Setareh Law Group;
- 9 b. \$10,500 for attorney costs to Class Counsel, Setareh Law Group;
- 10 c. \$20,000 PAGA penalty, further allocated as follows:
- 11 i. 75%, or \$15,000, to the Cal. Labor & Workforce Development Agency;
- 12 ii. 25%, or \$5,000, to the Aggrieved Employees;
- 13 d. \$7,000 for settlement administration costs to ILYM Group, Inc.; and
- 14 e. \$25,166.67 as the Net Settlement Amount to be distributed to the Settlement Class
15 Members.
- 16 f. The Court notes there was no request for a service award to the named Plaintiff.
- 17 14. Separately from the Gross Settlement Amount, Defendants will pay any and all employer
18 payroll taxes owed on the Wage Portions of the Individual Class Payments.
- 19 15. The Court finds the allocation of the Gross Settlement Amount as provided by the terms of the
20 Settlement to be fair, adequate, and reasonable.
- 21 16. The Court hereby enters final judgment in accordance with the terms of the Settlement,
22 Order Granting Preliminary Approval of Class Action Settlement filed on March 5, 2024,
23 and this Order.
- 24 17. The Court orders Class Counsel to file a final report summarizing all distributions made
25 pursuant to the approved settlement, supported by declaration and sets a non-appearance date
26 for submission of a final report for August 18, 2025 in Dept. SSC-1.
- 27 18. The Parties will bear their own costs and attorneys' fees except as provided herein.
- 28 19. Pursuant to California Rules of Court, rule 3.769, the Court hereby directs that the Clerk of

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the Court enter the Court's Order as a Final Judgment.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

DATED: September 3, 2024

Stuart M. Rice / Judge

Honorable Stuart M. Rice
LOS ANGELES SUPERIOR COURT JUDGE