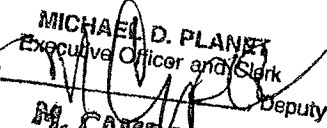


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VENTURA
SUPERIOR COURT
FILED

DEC 12 2017

BY: 
MICHAEL D. PLANET
Executive Officer and Clerk
M. CAMPOS Deputy

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Caroline Tahmassian (SBN 258680) **RECEIVED**
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AUG - 4 2017



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Attorneys for Plaintiff,
CELESTE GONZALES, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA, VENTURA DIVISION, HALL OF JUSTICE
(UNLIMITED JURISDICTION)

CELESTE GONZALES, on behalf of herself
and all others similarly situated, and as an
"aggrieved employee" on behalf of other
"aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

PERFUMANIA HOLDINGS, INC., a Florida
corporation; MAGNIFIQUE PARFUMES &
COSMETICS, INC., a Florida Corporation;
PERFUMANIA INC., a Florida Corporation in
"surrender" status; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.: 56-2015-00471481-CU-OE-VTA

~~FILED~~
[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT

Action filed: 08/24/2015
Hearing Date: 08/28/2017
Hearing Time: 8:30 a.m.
Hearing Dept: 21

FILED



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Gonzales v. Perfumania Holdings, Inc., et al.

Order on Motion for Final Approval of Class Action
Settlement

1 This matter came on for hearing on August 28, 2017 at 8:30 a.m. in Department 21 of the
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Stipulation of Class Action
4 Settlement (the "Settlement") filed herewith which provides for a Gross Settlement Fund
5 ("GSF") of \$490,000 in compromise of all disputed claims on behalf of current and former
6 hourly employees of Defendants Perfumania Holdings, Inc., Magnifique Parfumes & Cosmetics,
7 Inc. ("Magnifique"), and Perfumania, Inc. (together, "Defendants") who worked in California
8 during the Class Period. All capitalized terms used herein shall have the same meaning as
defined in the Settlement.

9 In accordance with the Court's prior Order Preliminarily Approving Class Action
10 Settlement, Settlement Class Members have been given notice of the terms of the Settlement and
11 the opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
12 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
13 and the evidence and argument received by the Court in conjunction with the motions for
14 preliminary and final approval of the Settlement, the Court grants final approval of the
15 Settlement and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE
FOLLOWING DETERMINATIONS:

16 1. The Court has jurisdiction over the subject matter of the Action and over all
17 Parties to the Action, including all Settlement Class Members. Pursuant to this Court's Order
18 Preliminarily Approving Class Action Settlement of May 2, 2017, the Notice Packet was sent to
19 each Settlement Class Member by First Class U.S. mail. The Notice Packet informed Settlement
20 Class Members of the terms of the Settlement, their right to receive their proportional share of
21 the Settlement, their right to request exclusion, their right to comment upon or object to the
22 Settlement, and their right to appear in person or by counsel at the final approval hearing and be
23 heard regarding final approval of the Settlement. Adequate periods of time were provided by
24 each of these procedures. No member of the Settlement Class presented written objections to the
25 proposed Settlement as part of this notice process, stated an intention to appear, or actually
appeared at the final approval hearing.

26 2. For purposes of this Final Order and Judgment, Settlement Class Members are all
27 current and former non-exempt hourly employees of Defendant(s) who worked in California for
28 Defendants between August 24, 2011 and May 2, 2017, the date that the Court granted



1 preliminary approval of this Settlement ("Class Period").

2 3. The Court finds and determines that the notice procedure afforded adequate
3 protections to Settlement Class Members and provides the basis for the Court to make an
4 informed decision regarding final approval of the Settlement based on the responses of
5 Settlement Class Members. The Court finds and determines that the notice provided in this case
6 was the best notice practicable, which satisfied the requirements of law and due process as to all
7 persons entitled to such notice.

8 4. The Court further finds and determines that the terms of the Settlement are fair,
9 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
10 provisions of the Settlement, including the release of claims contained therein, should be and
11 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
12 according to its terms. As of the Effective Date, and for the duration of the Class Period, all
13 Settlement Class Members are hereby deemed to have waived and released all Released Claims
14 and are forever barred and enjoined from prosecuting the Released Claims against the Released
15 Parties as fully set forth in the Settlement. No objections were received by the Parties or the
16 Court through the date of this Final Order and Judgment. The Court finds that two (2) Settlement
17 Class Members timely submitted a valid request for exclusion from the Settlement as determined
18 by the Settlement Administrator and therefore they are not Settlement Class Members. The Final
19 Judgment entered in this action shall bind each Settlement Class Member (other than those who
20 timely submitted a valid exclusion to the Settlement Administrator), shall operate as a full
21 release and discharge of settled claims, and shall have res judicata effect in forever barring each
22 Class Member from asserting any Released Claims as defined and set forth in the Settlement
23 Agreement.

24 5. The Court finds and determines that (a) the Individual Settlement Payments to be
25 paid to participating Settlement Class Members and (b) the PAGA Payment as civil penalties
26 under the California Labor Code Private Attorneys General Act of 2004, as amended, California
27 Labor Code sections 2699 et seq., as provided for by the Settlement are fair and reasonable. The
28 Court hereby grants final approval to, and orders the payment of, those amounts be made to the
participating Settlement Class Members and to the California Labor & Workforce Development
Agency, in accordance with the terms of the Settlement.

6. The Court further grants final approval to and orders that the following payments



1 be made in accordance with the terms of the Settlement:

2 a. \$163,333 in attorneys' fees and \$7,944.01 in litigation costs to Class
3 Counsel;

4 b. \$10,000.00 as a Class Representative Service Award payable to Plaintiff
Celeste Gonzales for her service as a Class Representative; and

5 c. \$13,499.00 in Settlement Administration Costs payable to Simpluris, Inc.
6 for its services as the Settlement Administrator.

7 7. The Settlement shall proceed as directed in the implementation schedule in the
8 Order Preliminarily Approving Class Action Settlement consistent with the Settlement, and no
9 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
10 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
11 of all matters relating to the interpretation, administration, implementation, effectuation and
12 enforcement of this Order and the Settlement pursuant to California Rule of Court 3.769(h).

13 8. Defendants shall deposit the Gross Settlement Fund as follows. Within thirty (30)
14 calendar days following the Effective Date, Defendants shall remit to the Settlement
15 Administrator an amount equal to the Gross Settlement Fund as set forth in this Agreement.
16 Defendants' payment of such sums shall be the sole financial obligation of Defendants under this
17 Agreement, and shall be in full satisfaction of all claims released herein, including, without
18 limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

19 9. Nothing in this Final Order and Judgment shall preclude any action to enforce the
20 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
21 deposit funds for distribution by the Settlement Administrator to participating Settlement Class
Members in accordance with the Settlement.

22 10. The Court hereby enters final Judgment in this case in accordance with the terms
23 of the Settlement, Order Preliminarily Approving Class Action Settlement, and this Final Order
and Judgment.

24 11. The Parties are hereby ordered to comply with the terms of the Settlement.

25 12. The Parties shall bear their own costs and attorneys' fees except as otherwise
26 provided by the Settlement and this Final Order and Judgment.

27 13. The Settlement is not an admission by Defendants nor is this Final Order and
28 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by



1 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
2 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
3 and Judgment, Settlement, any document referred to herein, any exhibit to any document referred
4 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings
5 related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
6 concession with regard to, the denials or defenses of Defendants, and shall not be offered in
7 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or
8 other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order
9 and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
10 papers and records on file in the Action may be filed in this Court or in any other litigation as
11 evidence of the settlement by Defendants to support a defense of res judicata, collateral estoppel,
12 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

13 14. This document shall constitute a Judgment for purposes of California Rule of
14 Court 3.769(h).

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

16 Date: NOV. 22, 2017

17 Hunter M. Wells
18 Judge of the San Xara Superior Court
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1
2
3 PROOF OF SERVICE

4 State of California,
5 County of Los Angeles

6 1. I am a citizen of the United States and am employed in the County
7 of Los Angeles, State of California. I am over the age of 18 years, and not a
8 party to the within action. My business address is 16530 Ventura Blvd., Suite
9 312, Encino, California 91436.

10 2. I am familiar with the practice of The Spivak Law Firm, for
11 collection and processing of correspondence for mailing with the United
12 States Postal Service. It is the practice that correspondence is deposited
13 with the United States Postal Service the same day it is submitted for
14 mailing.

15 On Friday, August 04, 2017, I served the foregoing document described
16 as [PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS SETTLEMENT on
17 interested parties by placing a true and correct copy thereof enclosed in a
18 sealed envelope, with postage fully prepaid, addressed as follows:

19 Attorney for Defendants Perfumania Holdings, Inc.; Magnifique Parfumes
20 & Cosmetics, Inc.; and Perfumania Inc.

21 Keiko J. Kojima, Esq.

22 BURKE, WILLIAMS & SORESENSEN, LLP

23 444 South Flower Street, Suite 2400

24 Los Angeles, CA 90071-2953

25 kkojima@bwslaw.com

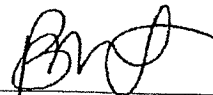
26 XXXX (BY MAIL) I caused such an envelope to be mailed by placing it for
27 collection and mailing, in the course of ordinary business practice, with
28 other correspondence of The Spivak Law Firm, 16530 Ventura Blvd., Suite 312,
Encino, California 91436.

XXXX (BY EMAIL) Based on a court order or an agreement of the parties to
accept electronic service, I caused the documents to be sent to the persons
at the electronic service addresses listed above from my electronic service
address breck@spivaklaw.com or boyama@spivaklaw.com.

EXECUTED on Friday, August 04, 2017, at Encino, California.

XXXX (State) I declare under penalty of perjury under the laws of the State
of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the
bar of this court at whose direction the service was made.

26
27
28

BRECK OYAMA

1 PROOF OF SERVICE

2
3 State of California,
County of Los Angeles

4 1. I am a citizen of the United States and am employed in the County
5 of Los Angeles, State of California. I am over the age of 18 years, and not a
6 party to the within action. My business address is 16530 Ventura Blvd., Suite
312, Encino, California 91436.

7 2. I am familiar with the practice of The Spivak Law Firm, for
8 collection and processing of correspondence for mailing with the United
States Postal Service. It is the practice that correspondence is deposited
9 with the United States Postal Service the same day it is submitted for
mailing.

10 On Monday, December 18, 2017, I served the foregoing document described
11 as **NOTICE OF ENTRY OF ORDER AND JUDGMENT (FINAL ORDER AND JUDGMENT APPROVING**
12 **CLASS SETTLEMENT)** on interested parties by placing a true and correct copy
thereof enclosed in a sealed envelope, with postage fully prepaid, addressed
as follows:

13 Attorney for Defendants Perfumania Holdings, Inc.; Magnifique Parfumes
14 & Cosmetics, Inc.; and Perfumania Inc.

14 Keiko J. Kojima, Esq.
15 BURKE, WILLIAMS & SORESENSEN, LLP
15 444 South Flower Street, Suite 2400
15 Los Angeles, CA 90071-2953
16 kkojima@bwslaw.com

17 XXXX (BY MAIL) I caused such an envelope to be mailed by placing it for
18 collection and mailing, in the course of ordinary business practice, with
19 other correspondence of The Spivak Law Firm, 16530 Ventura Blvd., Suite 312,
Encino, California 91436.

20 EXECUTED on Monday, December 18, 2017, at Encino, California.

21 XXXX (State) I declare under penalty of perjury under the laws of the State
of California that the above is true and correct.

22 _____ (Federal) I declare that I am employed in the office of a member of the
23 bar of this court at whose direction the service was made.

24 
25 BRECK OYAMA