

JUN 10 2025

BY 
VALERIE URUEÑA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KENNETH PEFFER and REGINA
VILLEGAS, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiff,

vs.

DILLARD-LEWIS, INC., a North Carolina
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2223428
*[Assigned to Hon. Christian Towns, Dept.
S26, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Plaintiffs Kenneth Pepper and Regina Villegas' (the "Plaintiffs") Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant Dillard-Lewis, Inc. ("Defendant").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

1 Due and adequate notice having been given to the Class, and the Court having considered the
2 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
3 comments received regarding the proposed settlement, and having reviewed the record in this
4 Action, and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
7 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter over this Action, Class
9 Representatives Kennet Pfeffer and Regina Villegas, the Class Members, and Defendant.

10 3. For purposes of effectuating this Order and Judgment, this Court has certified the
11 following class: "All current and former non-exempt employees employed by Defendant in
12 California at any time during the Class Period (which is October 13, 2018, through June 3,
13 2024)" The Court deems this definition sufficient for purposes of California Rules of Court, rule
14 3.765(a).

15 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "All
16 current and former non-exempt employees employed by Defendant in California at any time
17 during the PAGA Period (which is October 13, 2021, through June 3, 2024)."

18 5. The Court finds that the distribution of the Class Notice, as provided for in the
19 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
20 under the circumstances to all Class Members and fully met the requirements of California law
21 and due process under the California and United States Constitution. Based on evidence and
22 other material submitted, the actual notice to the class was adequate.

23 6. The Court finds that the instant Action presented a good faith dispute of the
24 claims alleged, and the Court finds in favor of settlement approval.

25 7. The Released Class Claims on behalf of the Participating Class Members
26 included:

27 the claims stated in the Complaint and those claims that reasonably could
28 have been brought based upon the facts in the Complaint, including but
not limited to: (a) failure to pay straight or minimum wages, (b) failure to
pay overtime or doubletime wages, (c) failure to provide meal periods or

1 premium payments in lieu thereof, (d) failure to provide rest breaks or
2 premium payments in lieu thereof, (e) failure to reimburse business
3 expenses, (f) failure to timely pay all wages due and owing each pay
4 period and upon separation of employment, including but not limited to
5 straight, minimum, regular, doubletime and overtime wages, wage
6 premiums, vacation wages, among others, (g) failure to provide accurate
7 itemized wage statements, (h) unfair and unlawful competition, and (i) all
8 other claims for statutory penalties based on the facts or claims alleged in
9 the Complaint and those claims that reasonably could have been brought
10 upon the facts of the Complaint. The Released Class Claims include
11 claims pursuant to California Labor Code sections 200, 201, 202, 203,
12 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 246, 510, 512, 558,
13 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; the applicable IWC
14 Wage Order; Cal. Code of Regs., tit. 8, section 11090; Business and
15 Professions Code section 17200, et seq.; and Code of Civil Procedure
16 section 1021.5. The time period governing the Released Class Claims
17 shall be the Class Period.

18 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

19 all PAGA claims that Plaintiffs alleged against the Released Parties, on
20 behalf of the Aggrieved Employees and the State of California, based on
21 the facts stated in the Complaint and in the relevant LWDA notice letters,
22 including all PAGA claims seeking civil penalties premised upon: (a)
23 failure to pay straight or minimum wages, (b) failure to pay for overtime
24 or doubletime wages, (c) failure to provide meal periods or premium
25 payments in lieu thereof, (d) failure to provide rest breaks or premium
26 payments in lieu thereof, (e) failure to reimburse business expenses, (f)
27 failure to timely pay all wages due and owing each pay period and upon
28 separation of employment, including but not limited to straight, minimum,
regular, doubletime and overtime wages, wage premiums, vacation wages,
among others, (g) failure to provide accurate itemized wage statements,
(h) failure to maintain employment records, and (i) all other claims for
civil penalties recoverable under the Private Attorneys General Act, Labor
Code §§ 2698 et seq. based on the facts or claims alleged in the Complaint
and those claims that reasonably could have been brought upon the facts
of the Complaint. The time period governing the Released PAGA Claims
shall be any time during the PAGA Period.

9. There were no objections to the Settlement, and only one (1) Request for
Exclusion. Thus, 136 Class Members are Participating Class Members, who are entitled to an
Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved
Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA

1 Penalties.

2 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
3 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
4 Parties are directed to perform in accordance with the terms set forth in the Settlement
5 Agreement.

6 11. The Parties are to bear their own costs, except as otherwise provided in the
7 Settlement Agreement.

8 12. With respect to the Class and for purposes of approving this Settlement, this Court
9 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
10 joinder of all members is impracticable; (b) there are questions of law or fact common to the
11 Class Members, and there is a well-defined community of interest among the Class Members
12 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
13 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
14 adequately protected the interests of the Class Members; (e) a class action is superior to other
15 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
16 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
17 Plaintiff in his individual and representative capacity and for the Class.

18 13. By this Judgment, the Class Representatives shall release, relinquish, and
19 discharge, and each of the Participating Class Members shall be deemed to have, and by
20 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
21 discharged all Released Class Claims, as defined in the Settlement Agreement.

22 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
23 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
24 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
25 Participating Class Members as an admission of, or evidence of, the validity of any of the
26 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
27 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
28 Representatives or Participating Class Members as an admission of, or evidence of, any fault or

1 omission of Defendant or any of the other Released Parties in any civil, criminal, or
2 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
3 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
4 this Action in any other action that may be brought against it or them in order to support a
5 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
6 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
7 or similar defense or counterclaim.

8 15. The Settlement Amount to be paid under the Settlement Agreement is \$550,000.
9 From this amount, Class Counsel sought attorney's fees of \$183,333.33 and litigation expenses
10 of \$12,820.63, Service Awards to two Class Representatives of \$20,000, an Administrator
11 Expenses of \$6,000.00 to Phoenix Settlement Administrators (the "Settlement Administrator"),
12 and \$30,000 to the LWDA for PAGA penalties and \$10,000 to the Aggrieved Employees for
13 PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with
14 paying the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed
15 on the wage portion of the Individual Class Payments, which shall be reported through the
16 Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and
17 adequate, and awards the payments set forth below from the Settlement Amount:

- 18 A) \$183,333.33 to Class Counsel for attorneys' fees;
- 19 B) \$12,820.63 to Class Counsel for litigation expenses;
- 20 C) \$10,000 to Class Representative Kenneth Pepper and \$10,000 to Class
21 Representative Regina Villegas as Service Awards;
- 22 D) \$6,000 to the Settlement Administrator, Phoenix;
- 23 E) \$30,000 to the LWDA;
- 24 F) \$10,000 to the Aggrieved Employees on a pro rata basis;

25 After deducting the foregoing payments from the Settlement Amount, the remainder shall
26 form the Net Settlement Amount payable to the Participating Class Members as set forth in the
27 Settlement Agreement and as calculated by the Settlement Administrator.

1 16. The Settlement Administrator is directed to calculate the Participating Class
2 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
3 Payments and issue all payments within in accordance with the Settlement Agreement and this
4 Order/Judgment.

5 17. Concurrently with mailing the settlement checks to the Participating Class
6 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
7 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
8 check for the Participating Class Members, noting the following: "Please be advised that on
9 [insert date], 2025, the Superior Court of California for the County of San Bernardino entered
10 Judgment in the case entitled *Peffer v. Dillard-Lewis, Inc.*, pending in Superior Court of the State
11 of California, County of San Bernardino, Case No. CIVSB2223428, on behalf of all current and
12 former non-exempt employees employed by Defendant in California at any time during the Class
13 Period (which is October 13, 2018, through June 3, 2024)."

14 18. The Class Members shall have 180 days to negotiate the settlement check from
15 the date of issuance by the Settlement Administrator. In the event that a Participating Class
16 Member or Aggrieved Employee does not negotiate a check within this time period, the check
17 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
18 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
19 Office for the State of California in the name of the person.

20 19. The following dates shall govern for purposes of this implementing this
21 Order/Judgment:

22 June 10, 2025	The Final Order and Judgment is entered, 23 and the Effective Date occurs.
24 June 25, 2025	25 Defendant shall fund the \$550,000 26 Settlement Amount to the Settlement 27 Administrator, plus Defendant's share of 28 employer-side taxes, as calculated by the Settlement Administrator.

1 Within 10 days after receipt of Payment 2 (approximately July 7, 2025)	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for attorneys' fees and costs, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator expenses.
7 180 days after payment is issued 8 (approximately January 5, 2026)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
10 15 days before the Disbursement Hearing	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
14 Date: <u>3-2-26</u> , 2026	Hearing re: status of disbursements.
15 Time: 8:30 a.m.	

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

JUN 10 2025

Dated: _____

C. Towns
Hon. Christian Towns