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16 KIRSTEN CORBETT and BRENDA
17 CARDENAS, individually, and on behalf of
18 all others similarly situated,

19 Plaintiff,

20 vs.

21 G-III APPAREL GROUP, LTD., an entity of
22 unknown form; AM RETAIL GROUP, INC.,
23 a corporation; and DOES 1 through 10,
24 inclusive,

25 Defendants.

CASE NO.: **CIVSB2305772**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: April 9, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz
Dept: S-17

Date Filed: March 3, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Kirsten Corbett and Brenda Cardenas (“Plaintiffs”) for
2 an order finally approving the Class Action Settlement Agreement and Release (“Agreement”)
3 with Defendant AM Retail Group, Inc. (“Defendant”), attorneys’ fees and costs, service awards,
4 and the expenses of the Settlement Administrator duly came on for hearing on April 9, 2025
5 before the Honorable Joseph T. Ortiz.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of San Bernardino, and over
13 all Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million One Hundred
16 Thousand Dollars (\$1,100,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On December 2, 2024, the Court granted preliminary approval of the Settlement.
25 At this same time, the Court approved conditional certification of the Class for settlement
26 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about December 30, 2024. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was February 13, 2025, which for re-mailings was extended by fourteen (14) days.
15 There was an adequate interval between notice and the deadline to permit Class Members to
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to
18 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Todd Smith, an experienced mediator of wage and hour
27 class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. One (1) request for exclusion was received.

7 e. The participation rate was high. 2,138 Settlement Class Members will be
8 mailed a settlement payment, representing 99.9% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members’ claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$366,666.67 for attorneys’ fees, representing one-third of the Gross
18 Settlement Amount, and \$24,192.25 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
21 lodestar and billing statement.

22 **Class Representative Service Awards**

23 12. The Agreement provides for Class Representative Service Awards of not more than
24 \$10,000 each to the Plaintiffs, subject to the Court’s approval. The Court finds that Class
25 Representative Service Awards in the amount of \$10,000 each to the Plaintiffs are reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Settlement Administration Costs**

2 13. The Settlement Administrator shall calculate and administer the payment to be
3 made to the Class Members, transmit payment for attorneys’ fees and costs to Class Counsel,
4 transmit the Class Representative Service Awards to the Plaintiffs, issue all required tax reporting
5 forms, calculate withholdings and perform the other remaining duties set forth in the Agreement.
6 The Settlement Administrator has documented \$14,000 in fees and expenses, and this amount is
7 reasonable in light of the work performed by the Settlement Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA penalties out of the Gross Settlement Amount
10 of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development Agency
11 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$12,500 to be distributed to the PAGA Members as
13 Individual PAGA Payments. Individual PAGA Payments shall be calculated as follows: The
14 respective Compensable Pay Periods for each PAGA Member will be divided by the total
15 Compensable Pay Periods for all PAGA Members, resulting in the PAGA Payment Ratio for each
16 PAGA Member. Each PAGA Member’s PAGA Payment Ratio will then be multiplied by
17 \$12,500.00 to determine his or her Individual PAGA Payment. “PAGA Members” are all non-
18 exempt employees who worked for Defendant in California during the PAGA Period (December
19 21, 2021 to August 17, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the
20 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
21 any objection thereto. The Court finds the PAGA penalties to be reasonable.

22
23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 1. The certification of the Class confirmed for the purposes of settlement only. The
27 Class is defined as:

1 All non-exempt employees who worked for Defendant in California during the
2 Class Period (March 3, 2019 to August 17, 2024).

3 2. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There was
5 one request for exclusion. The one (1) individual who requested exclusion was Van Nguyen.

6 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class.

8 4. Class Counsel are awarded attorneys’ fees in the amount of \$366,666.67 and costs
9 in the amount of \$24,192.25. Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendant, Plaintiffs or members of the Class.

11 5. The payment of Class Representative Service Awards in the amount of \$10,000
12 each to the Plaintiffs is approved.

13 6. The payment of \$14,000 to the Settlement Administrator for its fees and expenses
14 is approved.

15 7. The PAGA Payment of \$50,000 is approved and is to be distributed in accordance
16 with the Agreement.

17 8. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
18 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
19 entry.

20 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
23 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
25 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
26 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
27 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
28 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims by Settlement Class Members and/or Released PAGA Claims by PAGA Members.

6 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
8 and Judgment shall be posted on the settlement website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 11. If the Agreement does not become final and effective in accordance with the terms
12 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
13 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
14 revert to their respective positions as of before entering into the Agreement, and expressly reserve
15 their respective rights regarding the prosecution and defense of this Action, including all available
16 defenses and affirmative defenses, and arguments that any claim in the Action could not be
17 certified as a class action and/or managed as a representative action.

18 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

19 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
20 Plaintiffs, and all members of the Class, shall take nothing in the Action.

21 2. All Parties shall bear their own attorneys' fees and costs, except as otherwise
22 provided in the Agreement and in this Final Approval Order and Judgment.

23 3. Effective on the date that the Gross Settlement Amount is fully-funded by
24 Defendant, Plaintiffs, Settlement Class Members, PAGA Members and the LWDA will release
25 claims against all Released Parties as follows:

26 (a) All Settlement Class Members shall fully and finally release and discharge
27 Released Parties, from any and all claims that were alleged, or reasonably could have been
28

1 alleged, based on the facts stated in the Operative Complaint, including but not limited to the
2 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
3 compensation, and interest thereon; failure to timely pay regular and final wages; the calculation
4 of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g.,
5 missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal
6 periods; failure to authorize and permit rest periods; the calculation and payment of meal period
7 and rest period premiums; payment for all hours worked, including off-the-clock work and
8 uncompensated work time; wage statements and paystubs, including wage statements and
9 paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay
10 wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to
11 reimburse for all necessary business expenses; failure to provide suitable seating; unfair business
12 practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and
13 waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages;
14 and attorneys' fees and costs; claims under the California Labor Code including sections 201,
15 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5,
16 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the
17 Wage Orders of the California Industrial Welfare Commission; and California Business and
18 Professions Code section 17200, et seq. (the "Released Wage and Hour Class Claims"). This
19 release excludes the release of claims not permitted by law, including, claims for vested benefits,
20 unemployment insurance, disability, social security, workers' compensation, or claims based on
21 facts occurring outside the Class Period.

22 (b) All PAGA Members will release any and all claims for the recovery of civil
23 penalties under the California Private Attorneys General Act, California Labor Code § 2698, et
24 seq., that were alleged, or reasonably could have been alleged, based on the facts stated in the
25 Operative Complaint and the PAGA Notice that occurred during the PAGA Period, including but
26 not limited to claims for unpaid wages, including failure to pay minimum wages, straight time
27 compensation, overtime compensation, double-time compensation, and interest; the calculation of
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1 the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods
2 and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the
3 calculation and payment of meal period and rest period premiums; failure to reimburse for all
4 necessary business expenses; payment for all hours worked, including off-the-clock work and
5 rounded time; failure to provide suitable seating; failure to pay sick pay, including at the regular
6 rate of pay; wage statements; failure to keep accurate records; unlawful deductions and/or
7 withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The
8 Released PAGA Claims include claims for violation of the Wage Orders of the California
9 Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3,
10 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5,
11 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2802, 2698 et seq., and
12 2699 et seq.) The foregoing release shall apply to all PAGA members, regardless of whether they
13 exclude themselves from the Released Class Claims. This release shall only apply to claims
14 arising at any point during the PAGA Period.

15 (c) The “Released Parties” are: Defendant and its past, present and future
16 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
17 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
18 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service
19 providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers,
20 alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations,
21 and all of their respective past, present and future employees, directors, officers, agents, attorneys,
22 stockholders, fiduciaries, parents, subsidiaries, and assigns. The Released Parties specifically
23 include G-III Apparel Group, Ltd.

24 (d) Plaintiffs and their heirs, representatives, attorneys, executors,
25 administrators, successors, and assigns generally, release and discharge Released Parties from the
26 “Release Claims by Plaintiffs” as defined and fully set forth in the Agreement.

1 4. For any Class Member or PAGA Member whose Individual Class Payment check
2 or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement
3 Administrator shall transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
5 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6 5. The Court hereby enters judgment in the entire Action as of the filing date of this
7 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
8 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
9 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
10 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

11 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

12
13 Dated: _____

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15 _____
HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA