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

DANIELLE CHEVERTON, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

STITCH & FEATHER, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 30-2022-01260526-CU-OE-CXC

Assigned for All Purposes to:
Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

**~~[PROPOSED]~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: June 21, 2024
Hearing Time: 10:00 a.m.
Hearing Place: Department CX-105

Complaint Filed: May 17, 2022
FAC Filed: May 5, 2023
Trial Date: None Set

1 This matter came before Honorable Randall J. Sherman in Department CX-105 of the
2 above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701,
3 on Plaintiff Danielle Cheverton's ("Plaintiff") Motion for Final Approval of Class Action
4 Settlement, Attorney Fees Award, Cost Award, and Class Representative Enhancement
5 Payment.

6 On September 28, 2023, the Court entered an Order Preliminarily Approving Class
7 Action Settlement ("Preliminary Approval Order"), preliminarily approving the settlement of
8 the above-entitled case in accordance with the Joint Stipulation of Class Action and PAGA
9 Settlement ("Settlement Agreement," "Settlement," or "Agreement"), which, together with the
10 exhibits annexed thereto, sets forth the terms and conditions for settlement of this case.

11 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
12 oral argument, and good cause appearing:

13 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

14 All terms used herein shall have the same meaning as defined in the Settlement
15 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of
16 the Class Members asserted in this proceeding and over all Parties to this case. The Court finds
17 the applicable requirements of Code of Civil Procedure section 382 and California Rule of
18 Court 3.769, *et seq.*, have been satisfied with respect to the Class and Settlement Agreement.
19 The Court makes final its earlier provisional certification of the Class for settlement purposes,
20 as set forth in the Preliminary Approval Order. The Class is defined to include:

21 All current and former hourly-paid employees and non-exempt employees of Defendant
22 Stitch & Feather, Inc. ("Defendant") within the State of California at any time during the
23 period from November 19, 2017, through June 2, 2023 ("Class," "Class Members," and
"Class Period").

24 Eligible Aggrieved Employees are defined to include:

25 The allegedly aggrieved employees eligible to recover settlement funds from the
26 PAGA Payment that consist of all current and former hourly-paid or non-exempt
27 employees of Defendant within the State of California at any time during the
28 period from April 12, 2022, through June 2, 2023 ("Eligible Aggrieved
Employees" and "PAGA Period").

1 The Notice of Class Action Settlement (“Class Notice”) and Request for Exclusion Form
2 (“Exclusion Form”) (collectively, known as the “Notice Packet”) mailed to the Class Members:
3 (1) fully and accurately informed the Class Members of all material elements of the Settlement
4 and of their opportunity to participate in, object to or comment thereon, or to seek exclusion
5 from the Settlement; (2) was the best notice practicable under the circumstances; (3) was valid,
6 due, and sufficient notice to all the Class Members; and (4) complied fully with the laws of
7 California, United States Constitution, due process, and other applicable law. The Notice Packet
8 fairly and adequately described the Settlement and provided the Class Members with adequate
9 instructions and a variety of means to obtain additional information.

10 The Court grants final approval of the Agreement, as reflected in the Agreement, and
11 finds the Agreement reasonable, adequate, and in the best interests of the Class. The Court finds
12 the: (1) Agreement was reached following meaningful discovery and investigation conducted by
13 Class Counsel; (2) Agreement is the result of serious, informed, adversarial, and arm’s-length
14 negotiations between the Parties; and (3) terms of the Agreement are fair, adequate, and
15 reasonable. The Court considered all the evidence presented, including evidence regarding the
16 strength of the case, risk, expense, and complexity of the claims presented, likely duration of
17 further litigation, amount offered in the Agreement, extent of investigation and discovery
18 completed, and experience and views of Class Counsel.

19 The Agreement is not an admission by Defendant, nor is this Order and Judgment a
20 finding of the validity of any allegations or of any wrongdoing. Neither this Order and
21 Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry
22 out the Agreement, may be construed as, or may be used as, an admission of any fault,
23 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

24 A full opportunity was afforded to the Class Members to participate in the Final
25 Approval Hearing, and all the Class Members and other persons wishing to be heard have been
26 heard. The Class Members had a full and fair opportunity to exclude themselves from the
27 Settlement. Accordingly, the Court determines that all the Class Members who did not submit
28 requests for exclusion to the Settlement Administrator are bound by this Order and Judgment.

1 The Court considered that only seven (7) valid requests for exclusion were submitted by
2 the Class Members, by Kassidy Bonilla, Krystle Finn, Ariana Noor, Hannah Mosley, Paige
3 Tagliaferri, Lisa Pinon, and Molly Holloway. The Court also considered that no objections and
4 no disputes were submitted by the Class Members.

5 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate,
6 and reasonable, and is approved as set forth in this Order. It is ordered that Defendant will pay
7 the Gross Settlement Amount of \$375,000 in accordance with the methodology and terms set
8 forth in the Agreement.

9 It is ordered the Settlement Administrator shall distribute settlement payments to all the
10 Class Members who did not submit valid and timely requests to exclude themselves from the
11 Settlement (“Participating Class Members”) according to the methodology and terms set forth in
12 the Settlement Agreement.

13 It is ordered, pursuant to Code of Civil Procedure section 384, the Participating Class
14 Members and Eligible Aggrieved Employees must cash or deposit their settlement checks
15 within one hundred eighty (180) calendar days after the settlement checks are mailed to them.
16 Uncashed settlement checks will be paid to the California State Controller’s Unclaimed
17 Property Division in accordance with California Unclaimed Property Law so that the
18 Participating Class Member and Eligible Aggrieved Employees will have his or her settlement
19 share available to him or her per the applicable claim procedure to request that money from the
20 State of California.

21 The Court finds the ~~request for an~~ award of attorneys’ fees falls within the range of
22 reasonableness, and the results achieved justify the award ~~sought~~. The ~~requested~~ Attorney Fee
23 Award is fair, reasonable, and appropriate, and is approved. It is ordered that the Settlement
24 Administrator will issue payment of \$125,000 to Class Counsel as the Attorney Fee Award
25 according to the methodology and terms set forth in the Settlement.

26 Pursuant to the Settlement Agreement, Class Counsel can request reimbursement of
27 litigation costs and expenses of up to \$25,000. The Court finds the reimbursement of litigation
28 costs and expenses of \$18,667.25 incurred by Class Counsel is reasonable and is approved. It is

ordered that the Settlement Administrator will issue payment of \$18,667.25 to Class Counsel as the Cost Award for the reimbursement of litigation costs and expenses.

The Court finds the Class Representative Enhancement Payment ~~sought by Plaintiff~~ for the time and effort she dedicated to and the risks and sacrifices she incurred for this case is fair and reasonable. It is ordered that the Settlement Administrator will issue a payment of \$5,000 to Plaintiff as the Class Representative Enhancement Payment.

It is ordered that the Settlement Administrator shall pay itself \$12,250 as its Administration Costs for the services performed and costs incurred pursuant to the notice and administration process in accordance with the Settlement.

The Court finds the allocation of \$20,000 toward penalties under the Private Attorneys General Act of 2004 (“PAGA”) is fair, reasonable, and appropriate, and is approved. The Settlement Administrator shall distribute the PAGA Payment as follows: seventy-five percent (75%) of the PAGA Payment (\$15,000) shall be paid to the California Labor and Workforce Development Agency, and twenty-five percent (25%) of the PAGA Payment (\$5,000) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis (“PAGA Payment”), according to the methodology and terms set forth in the Settlement Agreement.

The Court hereby enters judgment by which the Participating Class Members shall be conclusively determined to have given a release of any Released Claims against the Released Parties as set forth in the Settlement Agreement and Notice Packet.

Notice of entry of judgment shall be provided to the Class by the Settlement Administrator by posting the judgment on the static website created for the Class.

Finally, the Court finds this case is fully and finally resolved by the Settlement Agreement without a finding of liability by any party and that nothing herein is or should be construed as an admission of liability by Defendant.

After entry of this Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection

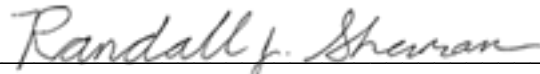
1 with the distribution of settlement benefits.

2 The Court sets a Final Accounting hearing for March 28, 2025 at 10:00 a.m. in
3 Department CX-105. At least sixteen (16) calendar days before this hearing, Plaintiff shall file a
4 compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance
5 status report shall specify the total amount paid to the Participating Class Members and the
6 residual of the unclaimed settlement funds that will be paid to the entity identified as the
7 recipient of such funds in the Settlement Agreement.

8 This Court HEREBY ORDERS, ADJUDGES, AND DECREES judgment is entered in
9 accordance with the terms of this Order and Judgment and the Agreement.

10
11 **IT IS SO ORDERED.**

12
13 DATED: **June 21, 2024**


HONORABLE RANDALL J. SHERMAN
SUPERIOR COURT JUDGE

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On June 27, 2024, I served the foregoing document described as

PROOF OF SERVICE