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FILED
Superior Court of California
County of Sacramento
01/10/2025
T. Shaddix, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

DANIELLA MARQUEZ, as an individual
on behalf of herself and on behalf of all
others similarly situated,

Plaintiff,

vs.

S & G DISCOUNT OUTLET, INC., a
California Corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: 23CV005687

Assigned for All Purposes to:
Hon. Hon. Jill H. Talley
Dept. 23

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS, AND
JUDGMENT**

Date: January 10, 2025
Time: 9:00 a.m.
Dept. 23

~~PROPOSED~~ ORDER GRANTING MOTION FOR FINAL APPROVAL CLASS ACTION SETTLEMENT

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Nikki Trenner filed in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, on or about June 18, 2024, is the product of
9 arms-length negotiations between the parties and the terms of the Settlement Agreement are fair,
10 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
11 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
12 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its June 7,
14 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
16 non-exempt employees who worked either directly or via a staffing agency for Defendant at any
17 location in California during the Class Period of July 28, 2019 to February 6, 2024.

18 4. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, to release the Released Parties from including, e.g., claims
21 for: (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages;
22 (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods
23 or compensation in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure
24 to timely pay all wages due upon separation of employment; and (g) failure to reimburse business
25 expenses. Except for the PAGA Released Claims, Participating Class Members do not release any
26 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
27 Employment and Housing Act, unemployment insurance, disability, social security, workers
28 compensation, or claims based on facts occurring outside the Class Period.

1 5. The Court further adjudges that Plaintiff and all Aggrieved Employees to release,
2 on behalf of themselves and their respective former and present representatives, agents, attorneys,
3 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
4 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
5 Operative Complaint and the PAGA Notice, including, e.g., (a) failure to pay minimum wages and
6 liquidated damages; (b) failure to pay overtime wages; (c) failure to provide meal periods or
7 compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e)
8 failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages due upon
9 separation of employment; (g) failure to reimburse business expenses; (h) failure to keep accurate
10 business records; (i) failure to produce personnel records upon written request; (j) failure to provide
11 suitable resting facilities; (k) failure to provide written commission agreements; (l) failure to pay
12 nonproductive time and rest periods; (m) statutory wage violations; (n) refusal to pay wages due
13 upon request; (o) violations of standard conditions of labor; (p) unlawful deductions; (q) failure to
14 pay reporting time pay; (r) failure to provide suitable seating; (s) failure to provide sick leave; (t)
15 failure to pay vested vacation; (u) failure to provide final paychecks at the place of discharge; (v)
16 publishing misleading advertisements for sales positions; and (w) unlawful financial and criminal
17 inquiries.

18 6. The Settlement Administrator is ordered to distribute to the Participating Settlement
19 Class Members and to the Aggrieved Employees their respective settlement payments as provided
20 in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check
21 void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No
22 funds shall revert to Defendant.

23 7. The Court further orders that the Class Members be provided with notice of this
24 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
25 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

26 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
27 \$123,333.00, and an award of costs and expenses in the amount of \$8,952.32. Such amounts shall
28 be paid as provided in the Settlement Agreement.

1 8. The Court approves a service payment to plaintiff and Class Representative Daniella
2 Marquez in the amount of \$5,000.00, and the Settlement Administrator is ordered to make such
3 payment consistent with the terms of the Settlement Agreement.

4 9. The Settlement Agreement provides the Settlement Administrator, Apex Class
5 Action, LLC, shall be paid from the Gross Settlement Amount for its services in administering the
6 Settlement. As set forth in the Declaration of Madely Nava, the Settlement Administrator is owed
7 \$9,587.00 for services rendered and to be rendered in administering the settlement. The Court
8 therefore orders that Apex be paid the amount of \$9,587.00 from the Gross Settlement Amount
9 consistent with the terms of the Class Settlement Agreement.

10 10. The Court approves PAGA penalties in the amount of \$20,000, to be paid from the
11 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
12 PAGA. \$15,000 of this amount will be paid to the LWDA as the state's share of the civil penalties,
13 and the remainder of \$5,000 will be distributed to the Aggrieved Employees consistent with the
14 terms of the Settlement Agreement.

15 11. The Court hereby schedules a compliance hearing for January 16, 2026, and further
16 order the Parties to file a joint compliance report at least ^{15 calendar days} ~~ten (10) Court days~~ beforehand.

17 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order
18 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
19 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
20 contemplated becomes effective and each and every act agreed to be performed by the parties has
21 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
22 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
23 construction, and interpretation of the Settlement Agreement.

24 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
25 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
26 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
27 of any wrongdoing by any party. The final approval of the parties' settlement will not constitute
28

1 any opinion, position or determination of this Court as to the merits of the claims or defenses of
2 any party.

3 14. Judgment is hereby entered as follows: Plaintiff Daniella Marquez and the
4 Participating Class Members, consisting of all current and former non-exempt employees who
5 worked either directly or via a staffing agency for Defendant at any location in California during
6 the Class Period of July 28, 2019 to February 6, 2024, who have not otherwise opted out, shall take
7 nothing from S&G, except as set forth in the Settlement Agreement.

8 15. The Court shall retain jurisdiction over the parties to interpret, implement and
9 enforce this Judgment.

10 **IT IS SO ORDERED AND ADJUDGED.**

11
12
13 Dated: 01/10/2025



Jill Talley

Judge of the Superior Court
Jill Talley