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BRYAN GONZALEZ PINEDA, and GABRIELLE BRISTOL
on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BAYARMAA G. SHANY, an individual;
BRYAN GONZALEZ PINEDA, an
individual, GABRIELLE BRISTOL, an
individual on behalf of themselves and others
similarly situated,

Plaintiff,

vs.

SAKS & COMPANY, LLC, a Delaware
limited liability company; SAKS OFF 5TH, a
California business entity, form unknown;
SAKS FIFTH AVENUE, LLC, a
Massachusetts limited liability company,
HUDSON'S BAY COMPANY, a California
business entity, form unknown; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23STCV25980

CLASS ACTION

Assigned for all purposes to:

Hon. Elihu M. Berle

Department: 6

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 29, 2026

Time: 9:00 a.m.

Dept.: 6

Original Complaint filed: October 24, 2023

First Amended Complaint: December 21, 2023

Second Amended Complaint: August 6, 2024

Trial: None set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On January 29, 2026, the Court conducted a hearing on the unopposed Motion for
3 Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiffs Bayarmaa G.
4 Shany, Bryan Gonzalez Pineda, and Gabrielle Briston, on behalf of themselves and all others
5 similarly situated (“Plaintiffs”). The Court has reviewed and considered the Memorandum of
6 Points and Authorities in support of the Motion, the Declarations of Counsel and the exhibits in
7 support of the Motion, including the Class Action and PAGA Settlement Agreement
8 (“Settlement Agreement” or “Settlement”), attached hereto as **Exhibit 1**, between Plaintiffs and
9 Saks & Company, LLC, Saks Off 5th, Saks Fifth Avenue, LLC, and Hudson’s Bay Company
10 (“Defendants”). (Plaintiffs and Defendants shall be referred to collectively as the “Parties”).

11 This Order hereby incorporates by reference the definitions in the Settlement Agreement
12 as though fully set forth herein, and all terms used herein shall have the same meaning as set
13 forth in the Settlement Agreement.

14 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
15 **MAKES THE FOLLOWING FINDINGS:**

16 1. The Court finds on a preliminary basis that the proposed Settlement falls within
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
18 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
19 the requirements for preliminary approval, subject only to any objections that may be raised
20 before or at the Final Approval hearing. It appears to the Court that the Settlement’s terms are
21 fair, adequate, and reasonable as to all potential Class Members when balanced against the
22 probable outcome of further litigation, given the risks relating to liability and damages. It further
23 appears that extensive investigation and research have been conducted such that counsel for the
24 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
25 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,
26 as well as the delay and risks that would be presented by the further prosecution of the Action. It
27 appears the Settlement has been reached as a result of intensive, arm’s-length negotiations
28 utilizing an experienced third-party neutral.

1 2. The Court further finds, for settlement purposes only, that the requirements of
2 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
4 described in the Motion for Preliminary Approval and Settlement Agreement:

5 All current and former non-exempt employees who worked for Saks & Company LLC
6 d/b/a Saks OFF 5TH in the State of California at any time during the Class Period and/or
7 for Saks & Company LLC d/b/a SFA from August 26, 2022, until March 24, 2025 (the
8 “Class Period”). It shall be an opt-out class.

9 3. The Court further finds that the moving papers presented for the Court’s review
10 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
11 options available to the Class, including the ability of the Class Members to opt-out or submit a
12 Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or
13 receive any Individual Class Payment under it (except to the extent a Class Member is an
14 Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an
15 Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object
16 to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be
17 bound by the terms of the Settlement. Plaintiffs have submitted to the Court a proposed Court-
18 Approved Notice of Class Action and PAGA Settlement (the “Class Notice”). The Class Notice
19 attached as **Exhibit A** to the Settlement Agreement.

20 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

21 1. The Court hereby preliminarily approves the proposed settlement upon the terms,
22 conditions, and all release language set forth in the Settlement Agreement.

23 2. The Court conditionally certifies and approves, for settlement purposes only, the
24 Class of all current and former non-exempt employees who worked for Saks & Company LLC
25 d/b/a Saks OFF 5TH in the State of California at any time during the Class Period and/or for
26 Saks & Company LLC d/b/a SFA from August 26, 2022, until March 24, 2025.

27 3. For the purposes of this settlement, Emil Davtyan, Esq., Alvin B. Lindsay, Esq.,
28 David Yeremian, Esq., Enoch J. Kim Esq., Marta Manus Esq., and the other attorneys of D.Law,

1 Inc. are hereby appointed as Class Counsel and shall represent the Class Members in this Action.
2 Any Class Member may enter an appearance in the Action, at their own expense, either
3 individually or through counsel of their own choice; however, if they do not enter an appearance,
4 they will be represented by Class Counsel.

5 4. For the purposes of this settlement, Plaintiffs Bayarmaa G. Shany, Bryan
6 Gonzalez Pineda, and Gabrielle Bristol are hereby appointed as the Class Representatives for
7 the Class.

8 5. The Court confirms Apex Class Action Administrators (“Apex”), as the
9 Administrator. The procedures for paying the Administration Expenses Payment, as set forth in
10 the Settlement Agreement, are approved. Apex is directed to perform all responsibilities of the
11 Administrator as set forth in the Settlement Agreement. Once entered, Apex will also post the
12 Judgment in this matter on its website.

13 6. The Court hereby approves, as to form and content the Class Notice. The Court
14 finds that the dates and procedure for mailing and distributing the Class Notice in the manner set
15 forth in Paragraph 7 of this Order meet the requirements of due process and are the best notice
16 practicable under the circumstances and shall constitute due and sufficient notice to all persons
17 entitled thereto.

18 7. The Court directs the mailing of the Court-approved Class Notice via First-Class
19 United States mail to the Class Members in accordance with the schedule and procedures set
20 forth in the Settlement Agreement.

21 a. No later than fifteen (15) calendar days after the Court grants preliminary
22 approval of this Settlement, Defendant shall provide to the Administrator the
23 Class Data; and

24 b. No later than fourteen (14) calendar days of receiving the Class Data, the
25 Administrator shall mail by First-Class United States mail the Notice to each
26 Class Member. The Administrator shall conduct a National Change of
27 Address database search before mailing and will also use the most recent
28 address available to the Administrator for mail delivery. Any returned mail

1 with a forwarding address from the U.S. Postal Service shall be promptly re-
2 mailed to the new address. The Administrator shall perform a skip trace
3 search for a new address for any returned mail without a forwarding address.

4 8. The procedures for Class Members to opt-out by submitting a Request for
5 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time
6 for Class Members to submit a Request for Exclusion shall be forty-five (45) days after the date
7 of the first mailing of the Class Notices. This date shall be extended by fourteen (14) calendar
8 days if the Class Notice is returned as undeliverable and then remailed to a correct or
9 forwarding address of a Class Member.

10 9. The procedures for Class Members to object to the Settlement, as set forth in the
11 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
12 Settlement shall be forty-five (45) days after the date of the first mailing of the Class Notices.
13 This date shall be extended by fourteen (14) days if the Class Notice is returned as undeliverable
14 and then remailed to a correct or forwarding address of a Class Member. Class Members may
15 appear at the Final Approval Hearing, on their own or through a counsel retained at their
16 expense, to present their objection, whether they submitted a prior written objection as provided
17 in the Settlement Agreement.

18 10. The procedures for Class Members to dispute the number of Workweeks worked,
19 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
20 to submit a Workweek dispute shall be forty-five (45) days after the date of the first mailing of
21 the Class Notices. This date shall be extended by fourteen (14) calendar days if the Class Notice
22 is returned as undeliverable and then remailed to a correct or forwarding address of a Class
23 Member.

24 11. The Court hereby preliminarily approves the definition and disposition of the
25 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court
26 preliminarily approves the distribution of the Gross Settlement Amount; all subject to the
27 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the
28 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement

Amount in the total amount of \$2,200,000.00 plus the employer's share of payroll taxes due as a result of this Settlement.

12. A Final Approval hearing shall be held on _____, at _____ a.m./p.m. in department 6 of the Superior Court for the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA, 90012. The purpose of the Final Approval hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and litigation costs to be awarded; (c) determine the reasonableness of the Class Representatives' Service Award requested to be awarded; and (d) order entry of Judgment in the Class Action, which shall constitute a complete release and bar with respect to the Released Class Claims and Released PAGA Claims.

13. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys' fees and costs, including any costs associated with or incurred by the Administrator, at least sixteen (16) court days before the Final Approval hearing.

14. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

15. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

16. In the event that the Settlement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Settlement, and the Parties shall proceed in all respects as if no Class had been certified and the Settlement Agreement had not been executed.

1 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
2 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
3 with the negotiation, execution or implementation of the Settlement, shall be admissible in
4 evidence for any reason except as provided in the Settlement Agreement. The Court has made
5 no findings on the merits.

6 18. The Court hereby approves the PAGA Penalties portion of the settlement.

7 19. Pending further order of this Court, all proceedings in this matter except those
8 contemplated herein and in the Settlement Agreement are stayed and suspended until further
9 order of this Court.

10 **IT IS SO ORDERED.**

11
12 Dated: _____

Honorable Elihu M. Berle
Judge of the Superior Court