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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 **PLAINTIFFS' NOTICE OF MOTION AND 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

TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on January 29, 2026, at 9:00 a.m. or as soon thereafter as the matter may be heard, in Department 06 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA, 90012, Plaintiffs Bayarmaa G. Shany, Bryan Gonzalez Pineda, and Gabrielle Bristol will move the Court for an order to:

1. Conditionally certify, for settlement purposes only, a Class consisting of all current and former non-exempt employees who worked for Saks & Company LLC d/b/a Saks OFF 5TH in the State of California at any time during the Class Period and/or for Saks & Company LLC d/b/a SFA from August 26, 2022, until March 24, 2025;
2. Appoint Emil Davtyan, Esq., Alvin B. Lindsay, Esq., David Yeremian, Esq., Enoch J. Kim Esq., Marta Manus Esq., and the other attorneys of D.Law, Inc. as Class Counsel;
3. Appoint Plaintiffs Bayarmaa G. Shany, Bryan Gonzalez Pineda, and Gabrielle Bristol as the Class Representatives;
4. Order preliminary approval of the proposed Settlement on a class-wide basis, order directing that the Class Notice to be given to the Class, and set a hearing for final review of the proposed Settlement;
5. Approve Apex Class Action Administrators as the Administrator to handle the Class Notice and claims administration procedures as set forth in its proposal; and
6. Approve the PAGA portion of the Settlement.

The Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities and exhibit thereto, the Declaration of Plaintiffs' Counsel and exhibits thereto, Declaration of Plaintiff Bayarmaa G. Shany, Declaration of Plaintiff Bryan Gonzalez Pineda, Declaration of Plaintiff Gabrielle Bristol and exhibits thereto, and on such oral and documentary evidence as may be presented at the hearing of the Motion.

Dated: October 1, 2025

D.LAW, INC.,

By: ______________________________

Enoch J. Kim, Esq.
Marta Manus, Esq.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Bayarmaa G. Shany, Bryan Gonzalez Pineda, and Gabrielle Bristol respectfully requests that this Court conditionally certify the below-defined class for settlement purposes only, under Code of Civil Procedure section 382; confirm Class Counsel[1] and Plaintiffs as Class Representatives; preliminarily approve the class action settlement; direct that the Class Notice be disseminated to the Class; and schedule a hearing for final review and approval of the Settlement.[2]

The Settlement provides for a non-reversionary settlement fund of $2,200,000.00 for approximately 2,700 Class Members in compromise of disputed claims for unpaid wages and penalties.

Plaintiffs further request that the Court approve the Private Attorney General Act (PAGA) portion of the settlement, which allocates $100,000.00 to penalties under PAGA.

This Court should grant this Motion for the following reasons: (1) the Class meets the requirements for conditional class certification for settlement purposes only under of Code of Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness, reasonableness, and adequacy; (3) Plaintiffs are well-suited to serve as an adequate Class Representatives; (4) Plaintiffs' attorneys are experienced and well-qualified to serve as Class Counsel; (5) the proposed Class Notice procedures fully comport with due process and adequately apprise Class Members of their rights; (6) a final fairness hearing must be scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and easily falls within the range of reasonableness. Accordingly, for the reasons detailed below,

Plaintiffs respectfully requests that the Court grant this Motion in its entirety and preliminarily approve the Settlement.

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[1] All capitalized words are defined in the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") (Exhibit 1 to the Declaration of Marta Manus, filed herewith), and those definitions are incorporated by reference herein.
[2] Attached hereto as Exhibit 1 is the Proposed Final Order and Judgment.

II. RELEVANT BACKGROUND

A. Procedural History

On October 24, 2023, Plaintiff Bayarmaa G. Shany commenced this Action by filing a Complaint alleging causes of action for various violations of the California Labor Code. On December 21, 2023, Plaintiff Shany filed a First Amended Complaint ("FAC") for all causes of action in the initial complaint, adding a cause of action for civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq*., and adding Plaintiff Bryan Gonzalez Pineda. On August 6, 2024, Plaintiffs Shany and Pineda filed a Second Amended Complaint ("SAC") for all causes of action in the initial complaint and the FAC adding a cause of action for failure to pay reporting time under 8 CCR § 11070(5) and adding Plaintiff Gabrielle Bristol. (Declaration of Marta Manus ("Manus Decl."), ¶¶ 2-3.)

The SAC is the operative complaint in the Action (the "Operative Complaint"), and includes the following cause of action: 1) failure to pay minimum wages for all hours worked; 2) failure to pay wages and overtime under Labor Code § 510; 3) meal period liability under Labor Code § 226.7; 4) rest break liability under Labor Code § 226.7; 5) failure to pay reporting time under 8 CCR § 11070(5); 6) violation of Labor Code § 226(a); 7) violation of Labor Code § 221; 8) violation of Labor Code § 204; 9) violation of Labor Code § 203; 10) failure to maintain records required under Labor Code §§ 1174, 1174.5; 11) failure to produce requested employment records under Labor Code §§ 226, 1198.5; 12) failure to reimburse necessary business expenses under Labor Code § 2802; 13) violation of Business & Professions Code § 17200, *et seq*.; and 14) penalties under PAGA, Labor Code § 2698, *et seq.* (*Id*.)

Plaintiffs contend in this Action that Defendant violated California's wage and hour laws by failing to pay all wages due, failing to pay all overtime wages, failing to provide all meal periods and rest periods, failing to pay reporting time pay, failing to reimburse all business expenses, failing to maintain accurate records, failing to provide compliant and accurate itemized wage statements, failing to timely pay all wages due during and upon separation of employment, and thereby also violating California Business & Professions Code sections 17200, *et seq*., and incurring penalties under PAGA. (*Id*. at ¶ 4.)

B. Mediation

On July 11, 2024, the Parties participated in a mediation presided over by respected wage and hour mediator Lisa Klerman. Although the Parties did not reach a settlement on the day of mediation, the Parties continued ongoing settlement negotiations and engaged in further informal discovery. On November 25, 2025, the Parties participated in a second mediation with mediator Lisa Klerman. As a result of the second mediation, the Parties were able to reach a mutually agreeable resolution of the Action. The Parties executed the Settlement Agreement on or about September 10, 2025. (Manus Decl., ¶ 5.)

To settle the Action and Released Claims, Defendant agrees to pay the Gross Settlement Amount of $2,200,000.00, exclusive of the employer's portion of payroll taxes and fees. It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery as set forth in the Declaration of Marta Manus. (Manus Decl., ¶ 6.)

C. Settlement Agreement and Accompanying Documents

The Settlement Agreement proposes the following Class: all current and former non-exempt employees who worked for Saks & Company LLC d/b/a Saks OFF 5TH in the State of California at any time during the Class Period and/or for Saks & Company LLC d/b/a SFA from August 26, 2022, until March 24, 2025. It shall be an opt-out class. (Manus Decl., Ex. 1, p. 3.)

There are approximately 140,000 workweeks in the Class Period, resulting in a recovery of an estimated $9.08 per workweek. Each Class Member will receive an average Individual Settlement Award of approximately $470.98 (Net Settlement Amount of $1,271,666.67 divided by 2,700 Class Members), with the highest estimated Individual Settlement Award of approximately $1,225.80 (135 total weeks in the Class Period multiplied by $9.08). (Manus Decl., ¶ 7.)

Additional proposed disbursements are as follows:

Class Counsel Fees Payment	$733,333.33 (1/3 of Gross Settlement Amount), subject to Court approval
Class Counsel Litigation Expenses Payment for actual expenses incurred in litigation the Action	Up to $40,000.00, verified by Class Counsel and approved by the Court

Administration Expenses Payment	Not to exceed $25,000.00
Class Representatives Enhancement Awards	$10,000.00 per Plaintiff (i.e. $30,000.00 total)
PAGA Penalties	$100,000.00 ($75,000.00 to LWDA; $25,000.00 to Aggrieved Employees)

(Manus Decl., ¶ 7.)

The Parties have agreed on Apex Class Action Administrators ("Apex") as the Administrator and respectfully request that this Court appoint Apex to handle the Class Notice and claims administration procedures, including posting the Judgment on its website. (Manus Decl., ¶ 8; Exhibit 2 to the Manus Decl. [Declaration of Michael Sutherland of Apex, ¶ 6.].)

D. The Proposed Class Notice Provides Adequate Notice to the Class Members

To be deemed proper, a notice must provide the Class Members with sufficient information to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314. The notice must apprise the Class Members of the pendency of the action, reasonably convey information regarding the settlement and the Class Members' rights, entitlements, and obligations, and afford Class Members the opportunity to present their objections. *Id.*

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the settlement, of its effect on their rights, of their options as Class Members (i.e., participate, object, opt-out, and dispute work weeks), and procedures for exercising those options. (Manus Decl., ¶ 34; *see also* Class Notice, Exhibit A to Exhibit 1 thereto).

The standard for determining the adequacy of notice is whether it has "a reasonable chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via first-class mail to each of the 518 Class Members at their addresses from Defendants records. (Manus Decl., ¶ 34, Ex. 1, p. 18). If any Class Notices are returned undeliverable without a forwarding address, the Administrator will use the national change of address database and perform a skip trace to locate the Class Member and mail a new Notice to the correct address. (*Id.*).

The Parties respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement. (Manus Decl., ¶ 8.) The Class Notice should be approved as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice.

III. CONDITIONAL CERTIFICATION OF THE CLASS

The proposed Settlement seeks conditional certification of a Class. The certification of the Class is essential to the Settlement. California public policy favors the use of the class action device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil Procedure section 382 authorizes class suits in California when "the questions is one of the common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the courts, one or more may sue or defend for the benefit of all." To obtain certification, a party must establish the existence of both an ascertainable class and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435.) The "community of interest" requirement depends on three factors: (1) whether common issues of law or fact predominate; (2) whether the Class Representative has claims that are typical of the class; and (3) whether the Class Representative will adequately represent the class. (*Richmond*, *supra*, 29 Cal.3d at p. 470.)

Because the policy of favoring use of class actions is so strong, any doubts as to the appropriateness of class treatment must be resolved in favor of certification, subject to later modification. (*Richmond*, *supra*, 29 Cal.3d at pp. 473-475.) Except in extraordinary circumstances, which are not present here, the trial court does not weigh the merits of the claims in ruling on a motion for class certification. (*Linder*, *supra*, 23 Cal.4th at p. 443.)

Courts should apply a lesser standard of scrutiny when reviewing certification of a class for settlement than when determining the propriety of class certification for litigation. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact that a class settlement foregoes further litigation and thus does not require that Plaintiff prove that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

A. The Proposed Class is Ascertainable and Numerous.

For a class to exist, the class description must be sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987) 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030 [class of 28 members held sufficient number to maintain a class action].)

Here, the Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendant's employment and payroll records. There are approximately 2,700 Class Members, which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 13.)

B. Common Issues of Law or Fact Predominate

In assessing whether common issues predominate over individual issues, it is not necessary that the class members' claims, or their circumstances be identical. Rather, the test of predominance is whether the common issues would be "the principal issues in any individual action, both in terms of time to be expended in their proof and of their importance, [so] that if a class suit were not permitted, a multiplicity of legal actions dealing with identical basic issues would be required in order to permit recovery by each [absent class member]." (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 810; see, e.g., *Los Angeles Fire & Police Protective League v. City of Los Angeles* (1972) 23 Cal.App.3d 67, 74 [in an overtime action, the fact that there were 19 different subgroups of employees did not preclude finding that common issues predominated].)

Common questions of law and fact predominate here, as the main issues involve the legality of Defendant's employment policies regarding Plaintiffs' claims for failure to pay all minimum and overtime wages, failure to pay all reporting time, failure to provide all meal and rest periods, failure to reimburse business expenses, failure to timely furnish accurate itemized wage statements, failure to maintain accurate records, failure to timely pay wages at termination or during employment, and alleged violations of California Business & Professions Code sections 17200, *et seq*. Whether each Class Member might be required to ultimately justify an individual claim does not preclude maintenance of a class action. (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

Plaintiffs assert that these are all policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims on a classwide basis consists of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees. (Manus Decl., ¶¶ 13-14.)

C. Plaintiffs' Claims Are Typical of the Class Claims

Typicality means that the class representative's claims are similar to those of the class members. The interests of a class representative need not be identical to those of other class members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Here, the Plaintiffs (i.e. the proposed Class Representatives) worked for Defendant as non-exempt employees under Defendant's uniform employment policies applicable to all non-exempt employees during the Class Period, defined as the period from August 26, 2022, until March 24, 2025. (Declaration of Bayarmaa G. Shany ("Shany Decl.") ¶ 2; Declaration of Bryan Gonzalez Pineda ("Pineda Decl.") ¶ 2; Declaration of Gabirelle Bristol ("Bristol Decl."), ¶ 2, filed herewith.) Plaintiffs were subject to the same policies as other Class Members. (Manus Decl. ¶¶ 13-14; Shany Decl. ¶ 3; Pineda Decl. ¶ 3; Bristol Decl. ¶ 3.) Accordingly, Plaintiffs' claims are typical of those of other Class Members. (*Id*.)

D. Adequacy of Representation

The requirement that a plaintiff adequately represent the class is met by fulfilling two conditions: (1) the named plaintiff must be represented by counsel qualified to conduct the pending litigation; and (2) there are no disabling conflicts of interest between the class representative and the class. (*McGhee v. Bank of America* (1976) 60 Cal. App. 3d 442, 450.)

Here, the firm representing the Class Representatives has a great deal of experience in wage and hour class action litigation and has been approved as Class Counsel in numerous other wage and hour class actions. (See Manus Decl., ¶¶ 37-43.)

The Class Representatives have agreed to act as such and understand their responsibilities. The Class Representatives have no claims or other interests that are antagonistic to the Class. (Manus Decl. ¶ 16; Shany Decl. ¶ 9; Pineda Decl. ¶ 9; Bristol Decl. ¶ 9.)

IV. PRELIMINARY APPROVAL OF SETTLEMENT

Any settlement of class litigation must be reviewed and approved by the court. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) When a class action is provisionally settled prior to class certification, certification and settlement approval occur simultaneously. (*Ibid*.)

This is done in two steps: (1) a preliminary review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. (Cal. Rules of Court, rule 3.769.) First, a party to the settlement moves for "preliminary approval of the settlement." (*Id.* at subd. (c).) The court then approves or denies "certification of a provisional settlement class." (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a final approval hearing and provides for notice to be given to the class. (*Id*. at subd. (e).)

At the final approval hearing, "the court must conduct an inquiry into the fairness of the proposed settlement." (*Id*. at subd. (g).) The court enters judgment thereon if it finds the settlement agreement to be fair. (*Id*. at subd. (h).)

In determining whether to preliminarily approve a settlement, the court should consider "the strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Ibid*.) The court must also take into consideration "the most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Footlocker Retail Inc.* (2008) 168 Cal.App.4th 116, 118)

The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Manus

Decl., ¶ 17.) The Settlement represents a fair and reasonable value of all claims. (*Id*.) There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. (*Id*.) Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement. (*Id*.) The Settlement Amount balanced against the merits of Plaintiff's case is reasonable. (*Id*).

A. The Presumption of Fairness

"[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation." (*Dunk, supra,* 48 Cal.App.4th at 1801.) Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In other words, there is a presumption that the negotiations were conducted in good faith. (*Id.* at 1802.)

Here, the Settlement was reached through arm's-length negotiation with an experienced, highly regarded neutral mediator, Lisa Klerman. Before mediation, the Parties engaged in informal discovery. To prepare for the mediation, Defendant provided extensive documentation of its policies and practices and data related to the claims asserted in this case, including pay and time data for an approximately 68.2% sample including approximately 1,283 Class Members. Plaintiffs hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for the mediation. (Manus Decl., **Exhibit 4** [Declaration of Jarrett Gorlick of Berger Consulting Group at ¶ 6].). The Parties agreed on the proposed settlement subsequent to the mediation after further negotiations conducted through the mediator. (Manus Decl., ¶ 18.)

The Settlement here provides pro rata distribution to Class Members based upon their number of Workweeks. Accordingly, the Settlement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval. (Manus Decl., ¶ 19.)

The firm representing the Class has a great deal of experience in wage and hour class action litigation and has been approved as class counsel in numerous other wage and hour class actions. (See Manus Decl., ¶¶ 37-43.) Based on that experience, the information produced by

Defendant, and the expert's calculations, Counsel was able to negotiate a sizable recovery for the Class Members.

B. Reasonable Based on Objective Evidence

The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Such investigation included the exchange of information and documents through informal and formal discovery. Among other things, Class Counsel reviewed all relevant policy documents, interviewed numerous Class Members, and obtained all pay and time data for a sample of the Class Members. The Parties' investigation also included preparing for and attending a full day of mediation with well-known and highly experienced mediator. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiffs on behalf of themselves, the Class, and the Aggrieved Employees. Although the Parties did not settle at the mediation, after extensive post-mediation negotiations, the Parties were able to reach a settlement. (Manus Decl., ¶ 16.)

Based on the documents and information provided by Defendant and their own independent investigation and evaluation, Class Counsel and Plaintiffs are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. (Manus Decl., ¶¶ 19-20.)

The Settlement amount is, of course, a compromise figure. Plaintiffs considered the risks that the Class would not be certified, the risks related to proof of Plaintiffs' claims, and the strengths and weaknesses of Defendant's other defenses. Plaintiffs also considered the possibility that if a settlement were reached after additional years of litigation, the great expenses and attorneys' fees of litigation would reduce the amount of funds available to Class Members for settlement. Furthermore, Plaintiffs took into consideration the time delay and financial repercussions of liability trials, numerous damages trials, and the possibility of an appeal by Defendant. (*Id.*)

For the Class claims, the Parties in this matter have agreed to the amount of $1,400,000,[3] exclusive of the employer's portion of payroll taxes and fees, on a class-wide basis, with no claim form requirement and no residual to revert to the Defendant. (Manus Decl., ¶ 6.) Based on Plaintiff's expert's analysis for mediation, the case had a reasonable, realistic potential value of approximately, $3,211,655.00 for the underlying Labor Code claims and $2,805,900.00 for the PAGA penalties for a total case value of $6,017,555.00. The Gross Settlement Amount of $2,200,000.00 represents approximately 37% of the overall value including PAGA penalties, which demonstrates that the settlement is fair and reasonable. (Manus Decl., ¶¶ 6, 21-33.)

C. Limited Standing to Object to Proposed Settlement

Non-settling parties or third parties sometimes attempt to object to settlements, but the right of non-settling parties to object even at the final settlement approval hearing, let alone the preliminary approval hearing, is quite limited. Generally, only class members have standing to object to a proposed settlement. "Beginning from the unassailable premise that settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via objection at the settlement stage would tend to frustrate this goal." (*Gould v. Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed Settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

The settlement of a PAGA claim requires court approval. (Labor Code § 2699, subd. (l)(2) ["The superior court shall review and approve any settlement of any civil action pursuant to this part"].) However, a PAGA claim is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-988 [affirming lower court's

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[3] $100,000 of the $2,200,000 Gross Settlement Amount is apportioned to the PAGA claim. (Manus Decl., ¶ 7, Ex. 1, p. 6.)

holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864, at *3*; Pedroza v. PetSmart, Inc*. (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

Here, the Parties allocate $100,000.00 for resolution of Plaintiffs' PAGA claims. Of this amount, 25%, or $25,000.00, will be distributed to PAGA Aggrieved Employees. There are approximately 1,204 Aggrieved Employees who worked a total of approximately 77,044 PAGA Pay Periods. (Manus Decl., ¶¶ 30-31, Ex. 1, p. 12.)

The release is limited to those claims specifically made and investigated in connection with this lawsuit for the relevant PAGA Period (defined as the period from October 24, 2022, through March 24, 2025.) The amount of PAGA Penalties allocated here provides a comparable, and at times, larger allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras Grp. Inc*. (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 [approving an allocation of $20,000 of a $6,000,000 settlement to the PAGA civil penalties]); *In re Uber FCRA Litig*. (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2 [approving an allocation of $7,500 of a $7,500,000 settlement to the PAGA civil penalties].)

The proposed PAGA Penalties portion of the Settlement is both just and in the public's interest. The Parties believe and agree that the settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim. The Parties also believe that the proposed Settlement is to the advantage of the State of California and the Aggrieved Employees when considering the time and expense necessary to complete protracted litigation which, regardless of the verdict, would undoubtedly be subject to further significant delay and expense pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It also provides a small sum to each Aggrieved Employee on a pro-rata basis based on the number of PAGA Pay Periods they worked during the PAGA Period. (Manus Decl., ¶ 31.) Furthermore, public policy strongly favors the settlement of litigation. (*Consumer Advoc. Grp., Inc. v. Kintetsu*

Enterprises of Am. (2006) 141 Cal.App.4th 46, 63.)

The benefit provided by the proposed PAGA Penalties portion of the Settlement is substantial and easily falls within the range of reasonableness. The Settlement fulfills the purposes of the PAGA, and, by any measure, is fair, adequate, and reasonable.

VI. THE CLASS REPRESENTATIVES' ENHANCEMENT AWARDS ARE REASONABLE

"At the conclusion of a class action, the class representatives are eligible for a special payment in recognition of their service to the class." 5 Newberg on Class Actions § 17:1 (5th ed.). Plaintiff requests a reasonable enhancement payment for his effort and initiative in bringing and helping to prosecute this class action.

As an initial matter, Plaintiffs' courage in proceeding with his class-wide claims should not be underestimated. By suing Defendant, Plaintiffs increased their risk of retaliation by prospective employers, who must choose between an applicant who has never sued a prior employer and one who has. (Shany Decl. ¶ 9; Pineda Decl. ¶ 9; Bristol Decl. ¶ 9.)

Plaintiffs devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. Both before and after filing, Plaintiffs conferred with Class Counsel to discuss every aspect of this case. Plaintiffs have invested significant time in this action thus far. (Shany Decl. ¶ 11; Pineda Decl. ¶ 11; Bristol Decl. ¶11). Plaintiffs have provided Class Counsel with information about Defendant, reviewed documents, consulted Class Counsel throughout the litigation, participated in the mediation process, and reviewed and signed the settlement agreement. (*Id*.).

Plaintiffs each spent a significant amount of time with Class Counsel detailing their knowledge of Defendant's practices. Plaintiffs have diligently, adequately, and fairly represented the Class Members, and has not placed their interests above any member of the putative Class. This sort of payment to a Class representative has been a common feature of settlements negotiated by Class Counsel and routinely approved by courts. The Class Representatives Enhancement Awards of $10,000.00 to each Plaintiff (total of $30,000.00) are fair and reasonable. (Manus Decl., ¶ 44).

VII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS IS REASONABLE AND SHOULD BE APPROVED

Class Counsel respectfully requests, without opposition from Defendants, an award of attorneys' fees of no more than $733,333.33 (one-third of the Gross Settlement Amount) and reasonable litigation costs, not to exceed $40,00.00, subject to approval by the Court. (Manus Decl. ¶¶ 7, 45, Ex. 1 p. 1).

Class Counsel submits it has the requisite experience, knowledge, and resources to serve as Class Counsel and to zealously represent the Class. (Manus Decl., ¶¶ 37-43). Class Counsel has incurred substantial hours in prosecuting this action on a contingency basis and will not receive any compensation for their efforts until recovery is obtained for the Class. In addition, Class Counsel's efforts in reaching the Settlement on behalf of the Class will confer a significant benefit to the Class. As such, the requested award of attorneys' fees and costs is reasonable.

VIII. REQUESTED RELIEF

Plaintiff respectfully requests that the Court, as part of the preliminary approval process, do the following:

1. Conditionally certify, for settlement purposes only, a Class consisting of all persons employed by Defendant in California as non-exempt employees during the Class Period (defined as December 22, 2019, through May 31, 2025);
2. Appoint Emil Davtyan, Esq., David Yeremian, Esq., Alvin B. Lindsay, Esq., Enoch J. Kim, Esq., Marta Manus, Esq., and the other attorneys of D.Law, Inc. as Class Counsel;
3. Appoint Plaintiffs Bayarmaa G. Shany, Bryan Gonzalez Pineda, and Gabrielle Bristol as the Class Representatives;
4. Order preliminary approval of the proposed Settlement on a class-wide basis, order directing the Class Notice to be given to the Class, and set a hearing for final approval of the proposed Settlement;
5. Appoint Apex Clas Action Administrators as the Administrator to handle the notice and claims procedures as set forth in its proposal; and

6. Approve the PAGA Penalties portion of the Settlement.

IV. CONCLUSION

Based upon the foregoing, Plaintiff respectfully requests that the Court grant this motion for Preliminary Approval of Class Action and PAGA Settlement and enter the proposed Order.

Respectfully Submitted,

Dated: October 1, 2025

D.LAW, INC.

By: ______________________________
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiffs

EXHIBIT 1

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Attorneys for Plaintiff, BAYARMAA G. SHANY, 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] FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE AWARD** 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

[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"), attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with this Court on _____________. On___ __________________, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court's Order After Hearing on Motion for Preliminary Approval of Class and PAGA Settlement (the "Preliminary Approval Order"). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties' Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. The Class means "All current and former non-exempt employees who worked for Saks & Company LLC d/b/a Saks OFF 5TH in the State of California at any time during the Class Period and/or for Saks & Company LLC d/b/a SFA from August 26, 2022, until March 24, 2025 (the "Class Period".)

5. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to

object to or comment thereon and was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information; provided Class Members with a full opportunity and the means to seek exclusion; and described to Class Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members are bound by this Order and Judgment. There are _______ objections and opt outs to the class portion of the Settlement.

6. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

7. The Court hereby approves the Net Settlement Amount of $____________.

8. The Court hereby approves attorneys' fees to Class Counsel in the amount of $____________ as compensation for all attorney time spent on this matter from inception through

and including the final Settlement Fairness Hearing and all other work related to this case and all costs.

9. The Court hereby approves reimbursement of litigation costs of $________ to Class Counsel.

10. The Court hereby approves the payment of costs to the Settlement Administrator in the amount of $__________.

11. The Court hereby approves Class Representative Service Award in the amount of $____________to Plaintiff Jose Arceo in consideration and exchange for his contributions to the Class. The Court finds amount is request fair and reasonable.

12. The Court hereby approves the allocation of $100,000 to the settlement of the PAGA claims, of which $75,000 shall be payable to the Labor Workforce Development Agency ("LWDA") and $25,000 shall be payable to the Aggrieved Employees.

13. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

14. Upon entry of Judgment by the Court in accordance with the Settlement Agreement:

a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (defined as "Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including the failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties (excluding PAGA); interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2800, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, *et seq*. ("Released Class Claims"). The Released Class Claims apply to claims arising during the Class Period (October 24, 2019 – March 24, 2025).

b. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Plaintiffs, as representatives for the State of California and the Labor Workforce Development Agency ("LWDA") and on behalf of all Aggrieved Employees, completely release and discharge the Released Parties from any and all claims for the recovery of civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notices that occurred during the PAGA Period, including claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; failure to pay sick pay, including at the regular rate of pay; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages ("Released PAGA Claims"). The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 226.8, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*) The foregoing release shall apply to all Aggrieved Employees, regardless of whether they exclude themselves from the Released Class Claims. The Released PAGA Claims only apply to claims arising during the PAGA Period. (October 24, 2022 – March 24, 2025).

15. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission or determination of liability by or against Defendant, or its former and present directors, officers, shareholders, owners, members, agents, principals, attorneys, accountants, auditors, insurers, predecessors, successors, assigns, subsidiaries, parents, and affiliates, if any, with respect to any of the claims and causes of action asserted by the Class Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence in any action or proceeding against Defendant, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendant under the Settlement Agreement and this Final Order and Judgment.

16. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

17. By operation of the entry of this Order, as of the Effective Date, the parties are ordered to perform their respective duties and obligations under the Settlement Agreement.

18. The date for the Final Report (Nonappearance) Hearing is _______________. The deadline for the filing of a report concerning the amount of money distributed is _____________________.

JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiffs Bayarmaa G. Shany, Bryan Gonzalez Pineda, and Gabrielle Bristol, and all Participating Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs Bayarmaa G. Shany, Bryan Gonzalez Pineda, and Gabrielle Bristol, Class Members, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: _____________

____
Honorable Elihu M. Berle
Judge of the Superior Court