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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA**

ARIANA RUIZ and JESSICA GUEVARA,
individuals, on behalf of the State of
California, as private attorneys general,

Plaintiffs,

vs.

HIBBETT RETAIL, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. C-24-01389

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date:
Hearing Time:

Dept: 16
Judge: Hon. Benjamin T. Reyes II

Action Filed: May 24, 2024

Trial Date: Not Set

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ORDER AND JUDGMENT

1. Plaintiffs Ariana Ruiz and Jessica Guevara (“Plaintiffs”) moves for approval of the settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Hibbett Retail, Inc. (“Defendant”).

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

3. The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$595,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$8,800) for Apex Class Action Administration to administer the settlement, Service Awards to Plaintiffs in the amount of \$30,000 (\$15,000 to each individually), PAGA Counsel Fees Payment in the amount of \$198,333 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$11,600. The PAGA Payment in the amount of \$346,267.00, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties of which 75% of the payment will be paid to the LWDA (no less than \$259,700.25) and 25% will be paid to the Aggrieved Employees (no less than \$86,566.75).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiffs’ motion and

1 approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment,
2 which shall be allocated and paid out as set forth in the Settlement Agreement.

3 5. The “Aggrieved Employees” are defined as all persons who are or previously were
4 employed by Defendant Hibbett Retail, Inc., in California and classified as a non-exempt employee at
5 any time during the PAGA Period. The PAGA Period is the period from March 18, 2023, to September
6 6, 2025.

7 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
8 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall
9 be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are all claims
10 for civil penalties under the Private Attorneys General Act, California Labor Code § 2698 et. seq.
11 (2023), that were alleged, or reasonably could have been alleged, based on the facts stated in the
12 Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred
13 during the PAGA Period, including, PAGA civil penalties based on alleged violations of the California
14 Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal
15 periods and premium payments for missed meal periods, failure to provide rest breaks and premium
16 payments for missed rest periods, failure to pay all paid sick leave wages, failure to pay for vested
17 vacation at termination, untimely payment of wages, failure to provide accurate itemized wage
18 statements, failure to pay all wages earned upon termination of employment, and failure to reimburse
19 business expenses, and expressly excluding all other claims, including Plaintiffs’ individual claims,
20 which includes Plaintiff Guevara’s wrongful termination and FEHA claims, which are subject to a
21 separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment
22 and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and
23 California class claims, and PAGA claims outside of the PAGA period.

24 7. This settlement (including this Order) cannot be used, directly or indirectly, to
25 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
26 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
27 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
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1 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
2 (including this Order) shall not be construed to be an admission by Defendant of any liability or
3 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
4 disclaims any such liability or wrongdoing.

5 8. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
6 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
7 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
8 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
9 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
10 distribution of settlement benefits.

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

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14 DATED: _____

15 THE HONORABLE BENJAMIN T. REYES II
16 JUDGE OF THE SUPERIOR COURT
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