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Superior Court of California
County of Los Angeles

MAY 15 2015

Sherri R. Carter, Executive Officer/Clerk
By: Roxanne Arralga, Deputy

1 Edwin Aiwazian (SBN 232943)
2 **Lawyers for Justice, PC**
3 410 West Arden Avenue, Suite 203
4 Glendale, CA 91203
5 Telephone: 818.265.1020
6 Fax No.: 818.265.1021

7 Douglas Han (SBN 232858)
8 **JUSTICE LAW CORPORATION**
9 410 Arden Avenue, Suite 206
0 Glendale, California 91203
1 Telephone: 818.230.7502
2 Fax No.: 818.230.7529

3 Attorneys for Plaintiff

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

12 GABRIEL BETANCOURT, individually,
13 and on behalf of other members of the
14 general public similarly situated;

15 Plaintiff,

16 v.

17 HUGO BOSS USA, an unknown business
18 entity; and DOES 1 through 100, inclusive,

19 Defendants.

Case No. BC506988

Assigned for All Purposes to:
Honorable Kenneth R. Freeman
Department 310

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

Hearing Date: May 15, 2015

Hearing Time: 11:00 a.m.
Hearing Place: Department 310

Complaint Filed: April 23, 2013
Jury Trial: None Set

1 Plaintiff Gabriel Betancourt's ("Plaintiff") motion for an order granting final approval
2 of the class action settlement of the above-captioned action, attorneys' fees, costs, and enhancement
3 award came on for hearing before the Honorable Kenneth R. Freeman in Department 310 of the
4 above-entitled Court located at 600 S. Commonwealth Avenue, Los Angeles, California 90005 on
5 May 15, 2015.

6 Having read the motion for final approval, as well as the points and authorities and
7 declarations filed in support thereof, and having heard the parties' argument, the Court finds that:

8 1. Based on a review of the papers submitted by Plaintiff and a review of the
9 applicable law, the Court finds that the Settlement Amount of \$500,000 and the terms set forth in the
10 parties' "Amended Stipulation and Settlement Agreement" ("Settlement Agreement") are fair,
11 reasonable, and adequate.

12 2. The Court further finds that the Settlement was the result of arm's-length
13 negotiations conducted after Class Counsel had thoroughly and adequately investigated the claims
14 and became familiar with the strengths and weaknesses of those claims. In particular, the amount of
15 monies allocated to the Class Members, and the assistance of an experienced mediator in the
16 settlement process, among other factors, support the Court's conclusion that the Settlement is fair,
17 reasonable, and adequate.

18 3. The Court further finds that distribution of the Notice directed to the Putative
19 Class Members as set forth in the Settlement Agreement and the other matters set forth therein have
20 been completed in conformity with the Preliminary Approval Order, including individual notice by
21 first class mail to all Putative Class Members who could be identified through reasonable effort. The
22 Court finds the Notice sent to all Putative Class Members provided due and adequate notice of the
23 proceedings and of the matters set forth therein, including the proposed settlement set forth in the
24 Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the
25 requirements of due process. No Putative Class Members objected to the Settlement and No
26 Putative Class Members requested exclusion from the Class.

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1 **IT IS THEREFORE ORDERED THAT:**

2 4. All terms used herein shall have the same meaning as defined in the
3 Settlement Agreement.

4 5. This Court has jurisdiction over the subject matter of this litigation and over
5 all Parties to this litigation, including the Named Plaintiff and Class Members.

6
7 6. The Court hereby grants final approval of the Settlement and directs the
8 parties to effectuate the Settlement's terms as set forth in the Settlement Agreement.

9 7. For purposes of this Final Judgment and for settlement only, the Court hereby
10 certifies the Class.

11 8. As of the Effective Date, the Released Claims of each and every Class
12 Member are and shall be deemed to be conclusively released as against the Released Parties,
13 including for any injunctive or declaratory relief. All Class Members as of the Effective Date are
14 hereby forever barred and enjoined from prosecuting Released Claims against the Released Parties.

15 9. The Court hereby grants final approval of attorneys' fees in the amount of
16 \$175,000, and litigation expenses and costs in the amount of \$18,709 (\$17,002.13 to Lawyers for
17 Justice, PC and \$1,706.87 to Justice Law Corporation), which shall be deducted from the
18 \$500,000.00 Gross Settlement Value.

19 10. The Court hereby grants final approval of the payment of \$6,500 to Simpluris,
20 Inc. for administering the class action settlement in this case and PAGA payment of \$10,000, \$7,500
21 of which shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and
22 \$2,500 of which shall be part of the Net Settlement Value to be distributed to Class Members.
23 PAGA payment shall be paid out of the \$500,000 Class Settlement Amount.

24 11. The Court hereby grants final approval of enhancement award in the amount
25 of \$10,000 to Gabriel Betancourt, in addition to his share of the Net Damages Settlement Amount as
26 a Class Member, for his time and effort serving as the Class Representative.

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1 12. Simpluris, Inc. shall calculate and administer Gross Damages Settlement
2 Amounts to be made to the Class Members who did not exclude themselves from the Settlement,
3 attorneys' fees and costs to Class Counsel, enhancement award to the Class Representative, and
4 PAGA payment, all of which shall be deducted from the \$500,000 Gross Settlement Value. Class
5 Members will have a period of one-hundred and forty-five (145) calendar days from the date of the
6 issuance of the check mailed by the Settlement Administrator; uncashed checks which remain
7 outstanding after (145) calendar days shall escheat to the State of California's Unclaimed Property
8 Division. Simpluris, Inc. is hereby directed to take all other actions in furtherance of the settlement
9 administration as specified in the Settlement Agreement.

10 13. After administration of the Settlement has been completed in accordance with
11 the Settlement Agreement and all amounts calculated, and in no event later than 180 days after the
12 Effective Date, Hugo Boss shall file a report with this Court certifying compliance with the terms of
13 the Settlement.

14 14. The Settlement is not an admission by Hugo Boss or any of the other Released
15 Parties, nor is this Judgment a finding, of the validity of any claims in the Action or of any
16 wrongdoing by Hugo Boss or any of the other Released Parties. Neither this Final Judgment, the
17 Stipulation, nor any document referred to herein, nor any action taken to carry out the Stipulation is,
18 may be construed as, or may be used as an admission by or against Hugo Boss or any of the other
19 Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out
20 of the Stipulation, and any negotiations or proceedings related thereto, shall not in any event be
21 construed as, or deemed to be evidence of, an admission or concession with regard to the denials or
22 defenses by Hugo Boss or any of the other Released Parties and shall not be offered in evidence
23 against Hugo Boss or any of the Released Parties in any action or proceeding in any court,
24 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
25 provisions of this Final Judgment, the Settlement Agreement, or any related agreement or release.
26 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
27 proceeding this Final Judgment, the Settlement Agreement, or any other papers and records on file in
28 the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel,

1 release, waiver or other theory of claim preclusion, issue preclusion or similar defense as to the
2 Released Claims.

3 15. If the Settlement does not become final and effective in accordance with the
4 terms of the Settlement Agreement, resulting in the return and/or retention of the Settlement Fund to
5 Hugo Boss consistent with the terms of the Settlement, then this Judgment and all orders entered in
6 connection herewith, including any order certifying the Class and/or appointing class representatives
7 or class counsel, shall be rendered null and void and shall be vacated.

8 16. Pursuant to California Rules of Court, Rule 3.769(h), the Court hereby enters
9 judgment consistent with, and as expressly set forth in, the terms in the Settlement Agreement in the
10 above-entitled case for Plaintiff Gabriel Betancourt and the Class Members.

11 17. The Court hereby retains continuing jurisdiction over the enforcement and
12 administration of this class action settlement pursuant to California Rules of Court, Rule 3.769(h).

13 IT IS SO ORDERED.

14
15 Dated: MAY 15 2015

KENNETH R. FREEMAN

Honorable Kenneth R. Freeman

Judge of the Superior Court

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