

APR 28 2016

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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF LOS ANGELES

19 **RESTORATION HARDWARE WAGE
AND HOUR CASES**

Case No.: JCCP4794

CLASS ACTION

Hon. William F. Highberger

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS

Date: April 12, 2016

Time: 9:00 a.m.

Place: Department 322

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1 **ORDER**

2 This matter came before the Court on April 12, 2016 for a hearing on the Motion for Final
3 Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative
4 Enhancement Payments. Due and adequate notice having been given to Class Members as required by
5 the Court's December 22, 2015 Preliminary Approval Order, and the Court having considered all papers
6 filed and proceedings herein, and having received no objections to the settlement, and determining that
7 the settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause
8 appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

9 1. For the reasons set forth in the Preliminary Approval Order and in the transcript of the
10 proceedings of the Preliminary Approval hearing, which are adopted and incorporated herein by
11 reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and
12 rule 3.769 of the California Rules of Court have been satisfied.

13 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
14 Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement"), together with the
15 definitions and terms used and contained therein.

16 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
17 parties to the action, including all members of the Settlement Class.

18 4. The Class Notice fully and accurately informed Class Members of all material elements
19 of the proposed settlement and of their opportunity to submit claims, opt out, or object; was the best
20 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;
21 and complied fully with the laws of the State of California and due process. The Class Notice fairly and
22 adequately described the settlement and provided Class Members with adequate instructions and a
23 variety of means to obtain additional information.

24 5. Class Members were given a full opportunity to participate in the Final Approval
25 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly,
26 the Court determines that all Class Members who did not timely and properly opt out of the settlement
27 are bound by this Order.

28 6. The Court has considered all relevant factors for determining the fairness of the

1 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
2 the Court finds that the settlement was reached following meaningful discovery and investigation
3 conducted by Plaintiffs' counsel; that the settlement is the result of serious, informed, adversarial, and
4 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
5 adequate, and reasonable.

6 7. In so finding, the Court has considered all evidence presented, including evidence
7 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
8 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
9 discovery completed; and the experience and views of counsel. The Parties have provided the Court
10 with sufficient information about the nature and magnitude of the claims being settled, as well as the
11 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
12 which the Parties have agreed.

13 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
14 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
15 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
16 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
17 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
18 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
19 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
20 provides Class Members with fair and adequate relief.

21 9. The Settlement Agreement is not an admission by Defendant or by any other released
22 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
23 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
24 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
25 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
26 Defendant or any of the other released parties.

27 10. Final approval shall be with respect to: All persons who were employed at any of
28 Defendant's California retail and outlet stores in non-exempt positions at any time during the period

1 from June 4, 2009 to December 22, 2015.

2 11. Plaintiffs Christina Chavira, Jennifer Ailey, Austin Cliche, and Karl Diener are suitable
3 representatives and are hereby appointed the representatives for the Settlement Class. The Court finds
4 that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
5 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
6 Settlement Class.

7 12. The Court hereby awards Class Representative Enhancement Payments of \$10,000,
8 each, to Christina Chavira and Jennifer Ailey, and \$5,000, each, to Austin Cliche and Karl Diener for
9 their services on behalf of the Settlement Class, and for their general release of claims.

10 13. The Court finds that the attorneys at Capstone Law APC; Lawyers for Justice, PC;
11 Girardi & Keese; and Justice Law Corporation have the requisite qualifications, experience, and skill to
12 protect and advance the interests of the Settlement Class. The Court appoints Capstone Law APC and
13 Lawyers *for* Justice, PC as Co-Lead Class Counsel, and Girardi & Keese and Justice Law Corporation as
14 Co-Class Counsel.

15 14. The settlement of civil penalties under PAGA in the amount of \$10,000 is hereby
16 approved. Seventy-Five Percent (75%), or \$7,500, shall be paid to the California Labor and Workforce
17 Development Agency. The remaining Twenty-Five Percent (25%), or \$2,500, will become part of the
18 Net Settlement Amount.

19 15. The Court hereby awards \$525,000 in attorneys' fees and \$31,730 in costs to Capstone
20 Law APC; Lawyers for Justice, PC; Girardi & Keese; and Justice Law Corporation. With respect to
21 attorneys' fees, the Court awards \$262,500 to Capstone Law APC, and \$262,500 to Lawyers for Justice,
22 PC; Girardi & Keese; and Justice Law Corporation. Class Counsel will be reimbursed for their actual
23 costs and expenses from the award of \$31,730.

24 16. The Court approves claims administration expenses in the amount of \$20,500 to
25 Simpluris, Inc.

26 17. Defendant shall pay Class Members pursuant to the procedure described in the
27 Settlement Agreement.

28 18. All Class Members were given a full and fair opportunity to participate in the Approval

1 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
2 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
3 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
4 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.
5 These Class Members have released and forever discharged the Defendant for any and all Released
6 Claims.

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9 **IT IS SO ORDERED.**

WILLIAM F. HIGHBERGER, JUDGE

10 Dated: 4/28/16

11 Hon. William F. Highberger
12 Los Angeles County Superior Court

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