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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN FRANCISCO**

12 NICK PEREZ; NINA SHIRAZI, individually
and on behalf of other members of the general
13 public similarly situated and on behalf of other
aggrieved employees pursuant to the California
14 Private Attorneys General Act;

15 Plaintiffs,

16 vs.

17 SAKS & COMPANY, LLC, an unknown
business entity; and DOES 1 through 100,
18 inclusive,

19 Defendants.

Case No.: CGC-14-538900
Honorable Harold E. Kahn
Department 302

CLASS ACTION

~~[SECOND FURTHER REVISED PROPOSED]~~ **FINAL APPROVAL ORDER AND JUDGMENT**

Complaint Filed: April 24, 2014
FAC Filed: July 29, 2016
Jury Trial Date: None Set

FILED
Superior Court of California
County of San Francisco

APR 10 2018

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

1 This matter has come before the Honorable Harold E. Kahn in Department 302 of the
2 above entitled Court, located at 400 McAllister Street, San Francisco, California 94102, on
3 Plaintiffs Nick Perez and Nina Shirazi's ("Plaintiffs") Motion for Final Approval of Class Action
4 Settlement, Attorneys' Fees, Costs, and Class Representative Incentive Awards ("Motion for Final
5 Approval"). Joanna Ghosh, Esq. of Lawyers *for* Justice, PC appeared on behalf of Plaintiffs and
6 the Class. Jennifer B. Zargarof, Esq. of Sidley Austin LLP appeared on behalf of Defendant Saks
7 & Company, LLC ("Defendant").

8 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

9 1. All terms used herein shall have the same meaning as defined in the Parties'
10 Stipulation and Settlement Agreement of Class Action Claims entered on February 4, 2016,
11 Stipulation Amending the Class Action Settlement Agreement entered on July 27, 2016, Joint
12 Stipulation and Proposed Order Modifying Settlement Administration entered on or around
13 November 2, 2016, Order Modifying Settlement Administration entered by the Court on December
14 1, 2016, and Stipulation Further Amending the Class Action Settlement Agreement entered on
15 September 26, 2017 (collectively, "Settlement," Agreement," or "Settlement Agreement").

16 2. The Court finds that the applicable requirements of California Code of Civil
17 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with
18 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
19 certification of the Class for settlement purposes, as set forth in the Order Granting Preliminary
20 Approval of Class Action Settlement. The Class is hereby defined to include:

21 The Named Plaintiffs and any person who is or was employed
22 during the period from April 24, 2010 until July 29, 2016 as a non-
23 exempt or hourly-paid employee in Saks & Company's (or SCCA
Store Holdings, Inc.) "Saks Fifth Avenue" stores in the State of
California.

24 3. The Notice of Proposed Class Action Settlement as well as the Corrected Notice of
25 Proposed Class Action Settlement (collectively "Class Notice") that was given to the Class
26 Members fully and accurately informed the Class Members of all material elements of the
27 Settlement and of their opportunity to object to, comment thereon, or to seek exclusion from, the
28 Settlement; was the best notice practicable under the circumstances; was valid, due and sufficient

1 notice to all Class Members; and complied fully with the laws of the State of California, the United
2 States Constitution, due process and other applicable law. The Class Notice fairly and adequately
3 described the Settlement and provided the Class Members with adequate instructions and a variety
4 of means to obtain additional information.

5 4. This Court has jurisdiction over the claims of the Class Members asserted in this
6 proceeding and over all Parties to this litigation, including the Class Members.

7 5. The Court has received, reviewed, and overruled all of the objections submitted by
8 Class Member Jack Douglas Neal and non-Class Member Kaylin Parker, in their entirety, and no
9 objections remain which the Court has not ruled on.

10 6. A full opportunity has been afforded to the Class Members to participate in this
11 hearing, and all Class Members and other persons wishing to be heard have been heard. The Class
12 Members also have had a full and fair opportunity to exclude themselves from the Settlement and
13 the Class.

14 7. Pursuant to California law, the Court hereby grants final approval of the Settlement
15 and finds it fair, reasonable, and adequate, and in the best interests of the Class as a whole. More
16 specifically, the Court finds that the Settlement was reached following meaningful discovery and
17 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
18 adversarial, and arms-length negotiations between the Parties; and that the terms of the Settlement
19 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
20 evidence presented, including evidence regarding the strength of the Plaintiffs' case; the risk,
21 expense, and complexity of the claims presented; the likely duration of further litigation; the
22 amount offered in the Settlement; the extent of investigation and discovery completed; and the
23 experience and views of Class Counsel. The Court has also considered the objections to the
24 Settlement, and the small number of requests for exclusion from the Settlement, by Class
25 Members. Accordingly, the Court hereby directs that the Settlement be effectuated in accordance
26 with the Settlement Agreement and the following terms and conditions.

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1 8. The Court determines that Plaintiffs and all Class Members who did not timely and
2 properly opt out of the Settlement by submitting a valid request for exclusion are bound by the
3 Settlement Agreement, release of Released Claims against the Released Parties, and this Final
4 Approval Order and Judgment, except that, only those Class Members who submit Claim Forms
5 will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act and
6 thereby released and waived any claims such Class Members may have, based on the factual
7 allegations set forth in the operative complaint, during the Class Period under the Fair Labor
8 Standards Act, 29 U.S.C. §§ 201, *et seq.* as amended including, without limitation, the Portal to
9 Portal Act of 1947, 29 U.S.C. §§ 251 *et seq.* Individuals who have submitted timely and proper
10 requests to opt out of the Settlement are not bound by the Settlement Agreement, release of
11 Released Claims against the Released Parties, and this Final Approval Order and Judgment.

12 9. The Court finds that the Incentive Awards sought, in the amount of \$9,000.00 to
13 Plaintiff Nick Perez and in the amount of \$4,500.00 to Plaintiff Nina Shirazi, are reasonable in
14 light of the risks and burdens undertaken by the Plaintiffs in this Action and for their time and
15 effort in bringing and prosecuting this matter on behalf of the Class. The requested Incentive
16 Awards are hereby approved, and it is hereby ordered that the Claims Administrator issue payment
17 of the Incentive Awards in the amount of \$9,000.00 to Plaintiff Nick Perez and in the amount of
18 \$4,500.00 to Plaintiff Nina Shirazi.

19 10. The Court finds that the total amount of \$28,623.00 is reasonable for the costs of
20 administration of the Settlement, and it is hereby ordered that the Claims Administrator, Simpluris,
21 Inc. shall issue itself payment in the sum of \$17,699 from the Total Maximum Potential
22 Settlement, and Defendant Saks & Company, LLC shall pay the remaining balance to Simpluris,
23 Inc., separately and in addition to the Total Maximum Potential Settlement.

24 11. The Court finds that the amount of \$265,000 allocated toward penalties under
25 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code
26 sections 2698, *et seq.*, is fair and reasonable, and is hereby approved. It is hereby ordered that the
27 Claims Administrator shall issue payment in the amount of \$198,750 to the California Labor and
28 Workforce Development Agency, and the remaining penalties allocation in the amount of \$66,250

1 shall remain within the Gross Settlement Fund and the Settlement Administrator shall distribute it
2 on a *pro rata* basis to the Claimants, according to the terms of the Settlement Agreement.

3 12. The Court finds that Class Counsel's actual litigation costs and expenses in
4 prosecuting this Action, for which reimbursement is sought, are reasonable, and the request for
5 litigation costs and expenses is hereby approved. The Court also finds that attorneys' fees in the
6 amount of \$1,400,000 to Lawyers *for* Justice, PC and Girardi & Keese fall within the range of
7 reasonableness and are hereby approved. It is hereby ordered that the Claims Administrator shall
8 pay the Fees and Costs Award in the amount of \$1,400,000.00 for attorneys' fees and the amount
9 of \$30,775.20 for reimbursement of litigation costs and expenses, in accordance with the
10 Settlement Agreement, as follows: payment to Lawyers *for* Justice, PC in the amount of
11 \$1,100,000.00 for attorneys' fees and \$14,227.20 for litigation costs and expenses; and payment to
12 Girardi & Keese in the amount of \$300,000.00 for attorneys' fees and \$16,548.00 for litigation
13 costs and expenses. The amount of \$200,000, which was previously allocated toward attorneys'
14 fees and which have not been awarded as attorneys' fees, shall not revert to Defendant and shall
15 instead be fully distributed to the Claimants on a *pro rata* basis, based on their respective
16 workweeks, as a part of their Settlement Awards.

17 13. It is hereby ordered that the Claims Administrator shall issue Settlement Awards to
18 all Claimants, according to the methodology and terms set forth in the Settlement Agreement.

19 14. With this final approval of the Settlement, the Court hereby enters judgment by
20 which each Class Member who has not timely opted out ("Settlement Class Members") shall
21 conclusively be deemed to have given a release of the Released Claims against the Released
22 Parties, as set forth in the Settlement Agreement. All such Settlement Class Members shall be
23 permanently enjoined and forever barred from asserting any of the Released Claims against the
24 Released Parties, except that only those Settlement Class Members who have submitted timely and
25 valid Claim Forms will be deemed to have opted in for the purposes of the Fair Labor Standards
26 Act ("FLSA") and will be deemed to have released, waived, and thereby be enjoined and asserting
27 those Released Claims against the Released Parties that arise under the FLSA.

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1 15. After entry of this Final Approval Order and Judgment, pursuant to California
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,
3 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
4 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
5 distribution of settlement benefits.

6 16. Notice of entry of this Final Approval Order and Judgment shall be given by
7 posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s website for a period
8 of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
9 Judgment. The time for any appeal shall run from the Court's entry of this Final Approval Order
10 and Judgment.

11 **IT IS SO ORDERED.**

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13 Dated: 4/6/18



HONORABLE HAROLD E. KAHN
JUDGE OF THE SUPERIOR COURT

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