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VENTURA SUPERIOR COURT

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SUPERIOR COURT
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MICHAEL D. PLANET
Executive Officer and Clerk
BY: Amy Gates Deputy
AMY GATES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

CHARONE GILMORE, on behalf of herself, all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

RALPH LAUREN RETAIL, INC.; RALPH
LAUREN CORPORATION; and DOES 1-100,

Defendants.

Case No. 56-2018-00518077-CU-OE-VTA

**[PROPOSED] REVISED PRELIMINARY
APPROVAL ORDER**

By FAX

Date: April 16, 2021
Time: 8:20 a.m.
Judge: Hon. Ronda J. McKaig
Dept.: 41

Complaint Filed: September 25, 2018
Trial Date: None Set

PRELIMINARY APPROVAL ORDER

1 WHEREAS, this action is pending before this Court as a class and representative action (the
2 "Action"); and

3 WHEREAS, the Parties have jointly applied to this Court for an order preliminarily
4 approving the settlement of the Action in accordance with a Amended Stipulation and Settlement
5 of Class and Representative Action Claims (the "Stipulation" or "Settlement"), which, together with
6 the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and
7 dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court
8 having read and considered the Stipulation and the exhibits annexed thereto;

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
11 defined therein shall have the same meaning in this Order as set forth in the Stipulation.

12 2. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification
13 of a class for settlement purposes only. For settlement purposes only, the Court conditionally
14 certifies the following settlement class (the "Class"): "All hourly, non-exempt Polo Ralph Lauren
15 Factory Store employees employed by Defendant Ralph Lauren Retail, Inc. in California during the
16 Class Period" (the "Plaintiffs"). The "Class Period" shall be the time period beginning on
17 September 25, 2014, and ending on December 19, 2020.

18 3. The Court finds, for settlement purposes only, the requirements of California Code
19 of Civil Procedure section 382 are satisfied. The term "Class Member" means a Plaintiff who has
20 not requested exclusion from the Settlement.

21 4. Named Plaintiff Charone Gilmore ("Named Plaintiff") is hereby appointed and
22 designated, for all purposes, as the representative of the class, and the following attorneys are hereby
23 appointed and designated as counsel for Named Plaintiff and the Class ("Class Counsel"):

24 David Mara
25 Jill Vecchi
26 MARA LAW FIRM, PC
26 2650 Camino Del Rio N., Suite 205
27 San Diego, CA 92108

28 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents

1 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
2 necessary to consummate the Settlement. Any Class Member may enter an appearance through
3 counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class
4 Member who does not enter an appearance or appear on his or her own will be represented by Class
5 Counsel.

6 5. The Court hereby approves on a preliminary basis the Stipulation and settlement
7 contained therein, including the definition and disposition of the Settlement Fund and related matters
8 provided for in the Stipulation. It appears to the Court on a preliminary basis that the settlement
9 amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced
10 against the probable outcome of further litigation relating to liability and damages issues. It further
11 appears that extensive and costly investigation and research have been conducted such that counsel
12 for the Parties at this time are able to reasonably evaluate their respective positions. It further
13 appears to the Court that settlement at this time will avoid substantial additional costs by all Parties,
14 as well as avoid the delay and risks that would be presented by further prosecution of the Action. It
15 further appears that the Settlement has been reached as the result of intensive, serious and non-
16 collusive, arms'-length negotiations.

17 6. A hearing (the "Final Approval Hearing") shall be held before this Court on
18 Sept. 17, 2024, at 8:20 a.m. at the Superior Court of the State of California for the County
19 of Ventura, 800 S. Victoria Ave., Ventura, CA 93009, to determine all necessary matters concerning
20 the Settlement, including: whether the proposed settlement of the Action on the terms and conditions
21 provided for in the Stipulation is fair, adequate and reasonable and should be finally approved by
22 the Court; whether a Judgment, as provided in the Stipulation, should be entered herein; whether
23 the plan of allocation contained in the Stipulation should be approved as fair, adequate and
24 reasonable to the Class Members; and to finally approve Class Counsel's Fees and Costs Award, the
25 Named Plaintiff's Service Award/General Release Payment, the PAGA payment to the LWDA, and
26 the settlement administration expenses. The Final Approval Hearing may be continued without
27 further notice to Plaintiffs. The Parties shall file a Motion for Final Approval sixteen (16) court
28 days prior to the final approval hearing.

1 7. The Stipulation specifies a Fees Award in an amount not to exceed \$233,310.00,
2 Costs in an amount not to exceed \$50,000.00, a Service Award/General Release Payment of
3 \$10,000.00 to the Named Plaintiff, \$26,000.00 for Settlement Administration Expenses, and
4 \$37,500.00 to the Labor and Workforce Development Agency ("LWDA") as the LWDA's 75%
5 share of the \$50,000.00 allocated to Private Attorney General Act ("PAGA") claims in this Action.
6 However, the Court will not approve the amount of attorneys' fees and costs, claims administration
7 expenses, or the amount of the Service Award/General Release Payment until the Final Approval
8 Hearing. If the Court decides to award less than the amounts set forth above, then those amounts
9 shall be added to the Payout Fund and will be distributed amongst Class Members in accordance
10 with the formulas above. Funds associated with the Individual Settlement Awards of Unlocated
11 Plaintiffs and Plaintiffs who have submitted valid and timely requests for exclusion shall be included
12 in the Payout Fund and will be distributed amongst Class Members in accordance with the formulas
13 above. Funds associated with uncashed checks will be transferred to the California State Controller
14 with the identity of the Class Member to whom the funds belong, to be held for the Class Member
15 per California Unclaimed Property Law, in the interest of justice. The money paid to the California
16 State Controller will remain the Class Member's property. This allows Class Members who did not
17 cash their checks to collect their Individual Settlement Payment at any time in the future. Therefore,
18 there will be no unpaid residue or unclaimed or abandoned Class Member fund and the California
19 Code of Civil Procedure Section 384 shall not apply. It appears to the Court that this provision is
20 appropriate, fair, and reasonable.

21 8. The Court hereby approves, as to form and content, the Notice annexed as Exhibit 1
22 to the Stipulation. The Court finds that the distribution of the Notice substantially in the manner
23 and form set forth in the Stipulation and this Order meets the requirements of due process, is the
24 best notice practicable under the circumstances, and shall constitute due and sufficient notice to all
25 persons entitled thereto.

26 9. The Court hereby appoints Phoenix Settlement Administrators as Settlement
27 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
28 Plaintiffs the Notice by first class mail within forty-five (45) calendar days after the date of this

1 Order using the procedures set forth in the Stipulation. Plaintiffs shall have thirty (30) days from
2 the date of the mailing to respond to the Notice. The Court finds the dates selected for the mailing
3 and distribution of the Notice meet the requirements of due process and provide the best notice
4 practicable under the circumstances and shall constitute due and sufficient notice to all persons
5 entitled thereto. Plaintiffs who do not opt out of the Settlement will become Class Members and will
6 automatically receive their Individual Settlement Awards.

7 10. Any Plaintiff may choose to opt out of and be excluded from the Class as provided
8 in the Notice by following the instructions for requesting exclusion from the Class that are set forth
9 in the Notice. All requests for exclusion must be submitted as provided in the Notice. Any such
10 person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
11 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
12 comment thereon. Any written request to opt out must be signed by each such person opting out.
13 Class Members who have not requested exclusion shall be bound by all determinations of the Court,
14 the Stipulation and Judgment.

15 11. Any Class Member may appear at the Final Approval Hearing and may object or
16 express his or her views regarding the Settlement, and may present evidence and file briefs or other
17 papers, that may be proper and relevant to the issues to be heard and determined by the Court as
18 provided in the Notice. However, no Class Member, or any other person shall be heard or entitled
19 to object, and no papers or briefs submitted by any such person shall be received or considered by
20 the Court, unless on or before thirty (30) days after the Notice Date, that person has served by hand
21 or by first class mail written objections and copies of any papers and briefs in support of their
22 position and verification of their membership in the Class upon: (1) Mara Law Firm, PC, attn. Jill
23 Vecchi, 2650 Camino Del Rio N., Suite 205, San Diego, CA 92108; and (2) Sheppard, Mullin,
24 Richter & Hampton LLP, attn.: Daniel De La Cruz, 501 W. Broadway, 19th Floor, San Diego, CA
25 92101, and (3) the Settlement Administrator. Any Class Member who does not make his or her
26 objection in the manner provided for in this Order shall be deemed to have waived such objection
27 and shall forever be foreclosed from making any objection to the Settlement.

28 12. All settlement administration expenses shall be paid from the Settlement Fund.

1 13. To the extent permitted by law, pending final determination as to whether the
2 settlement contained in the Stipulation should be approved, the Plaintiffs, whether directly,
3 representatively, or in any other capacity, whether or not such persons have appeared in the Action,
4 shall not institute or prosecute any Released Claims against the Released Parties. The Settlement is
5 not a concession or admission, and shall not be used against Defendants or any of the Released
6 Parties as an admission or indication with respect to any claim of any fault or omission by
7 Defendants or any of the Released Parties. Whether or not the Settlement is finally approved, neither
8 the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor
9 any reports or accounts thereof, shall in any event be:

- 10 a. Construed as, offered or admitted in evidence as, received as or deemed to be
11 evidence for any purpose adverse to the Released Parties, including, but not limited
12 to, evidence of a presumption, concession, indication or admission by Defendants or
13 any of the Released Parties of any liability, fault, wrongdoing, omission, concession
14 or damage; or
15 b. Disclosed, referred to, or offered or received in evidence against any of the Released
16 Parties in any further proceeding in the Action, or in any other civil, criminal or
17 administrative action or proceeding, except for purposes of settling the Action
18 pursuant to the Stipulation.


19 14. As of the date this Order is signed, all dates and deadlines associated with the Action
20 shall continue to be stayed, other than those related to the administration of the Settlement of the
21 Action.

22 15. In the event the Settlement does not become effective in accordance with the terms
23 of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to
24 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
25 and the Parties shall revert to their respective positions as of the date immediately before entering
26 into the Stipulation.

27 16. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and all dates provided for in the Stipulation without further notice to Plaintiffs, and retains

1 jurisdiction to consider all further applications arising out of or connected with the proposed
2 Settlement. Should the final approval hearing be continued for any reason, Class Counsel shall give
3 notice to any objecting party.

4 Dated: 4.30.2021


THE HONORABLE RONDA J. MCKAIG
JUDGE OF THE SUPERIOR COURT
RONDA J. MCKAIG

1 Case Name: Charone Gilmore v. Ralph Lauren Retail, Inc.; and Ralph Lauren
2 Corporation
Court: Superior Court of Ventura
Case Number: 56-2018-00518077-CU-OE-VTA

3
4 **PROOF OF SERVICE**

5 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

6 I am employed in the County of: San Diego, State of California.

7 I am over the age of 18 and not a party to the within action; my business address is:
2650 Camino Del Rio N., Suite 205, Street San Diego, CA 92108

8 On April 1, 2021, I served the foregoing document(s) described as:

9 **SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTIFF CHARONE GILMORE'S**
10 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,**
11 **CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF**
12 **FINAL APPROVAL HEARING DATE**

13 **DECLARATION OF JILL VECCHI, ESQ., IN SUPPORT OF SUPPLEMENTAL BRIEF**
14 **IN SUPPORT OF PLAINTIFF CHARONE GILMORE'S MOTION FOR PRELIMINARY**
15 **APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION,**
16 **APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE**

17 **DECLARATION OF PLAINTIFF CHARONE GILMORE IN SUPPORT OF HER**
18 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,**
19 **CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF**
20 **FINAL APPROVAL HEARING DATE**

21 **[PROPOSED] REVISED PRELIMINARY APPROVAL ORDER**

22 On interested parties in this action by placing a true copy thereof enclosed in a sealed envelope
23 addressed as follows:

24 SHEPPARD MULLIN RICHTER & HAMPTON LLP
25 SAMANTHA D. HARDY, Cal. Bar No. 199125
26 DANIEL F. DE LA CRUZ, Cal. Bar No. 292537
27 501 West Broadway, 19th Floor
28 San Diego, California 92101-3598
shardy@sheppardmullin.com
ddelacruz@sheppardmullin.com

1 [XX] (BY UNITED STATES MAIL) On April 1, 2021, I enclosed the documents in a sealed
envelope or package addressed to the persons at the addresses named above and deposited the
sealed envelope with the United States Postal Service, with the postage fully prepaid.

2 [XX] (BY E-MAIL) On April 1, 2021, I caused the documents to be sent to the persons at the
3 electronic notification addresses of the parties named above. I did not receive, within a reasonable
time after the transmission, any electronic message or other indication that the transmission was
4 unsuccessful.

5 [XX] (DECLARATION) I declare under penalty of perjury under the laws of the State of
California that the above is true and correct.

6 Dated: April 1, 2021



Mathew Adame