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RECEIVED
VENTURA SUPERIOR COURT
AUG 25 2021

VENTURA
SUPERIOR COURT
FILED

SEP 27 2021

BRENDA L. McCORMICK
Executive Officer and Clerk
By: [Signature], 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] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH
PREJUDICE**

By FAX

Date: September 17, 2021
Time: 8:20 a.m.
Judge: Hon. Ronda J. McKaig
Dept.: 41

Action Filed: September 25, 2018
Trial Date: Not Set

1 **FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE**

2 This matter having come before the Court for hearing pursuant to the Order of this Court
3 dated May 3, 2021, for final approval of the settlement set forth in the Amended Stipulation and
4 Settlement of Class and Representative Action Claims (“Stipulation” or “Settlement”), and due and
5 adequate notice having been given to the Plaintiffs as required in said Order, and the Court having
6 considered all papers filed and proceedings had herein and otherwise being fully informed of the
7 premises and good cause appearing therefor, it is

8 **ORDERED, ADJUDGED AND DECREED THAT:**

- 9 1. All terms used herein shall have the same meaning as defined in the Stipulation.
- 10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 Parties to this litigation, including all Plaintiffs.
- 12 3. Distribution of the Notice directed to the Plaintiffs as set forth in the Stipulation and
13 the other matters set forth therein has been completed in conformity with the Preliminary Approval
14 Order, including individual notice to all Plaintiffs who could be identified through reasonable effort,
15 and was the best notice practicable under the circumstances. This Notice provided due and adequate
16 notice of the proceedings and of the matters set forth therein, including the proposed settlement set
17 forth in the Stipulation, to all persons entitled to such Notice, and the Notice fully satisfied the
18 requirements of due process. A full opportunity has been afforded to the Class to participate in the
19 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
20 heard. The Plaintiffs also have had a full and fair opportunity to exclude themselves from the
21 settlement. Accordingly, the Court determines that all Class Members who did not submit a timely
22 and valid request for exclusion from the settlement to the Settlement Administrator are bound by
23 this Order. Zero (0) Plaintiffs objected to the Settlement. Two (2) Plaintiffs opted out of the
24 Settlement.
- 25 4. This Court hereby approves the settlement set forth in the Stipulation and finds that
26 the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
27 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
28 result of intensive, serious and non-collusive arms'-length negotiations; that the Parties have

1 conducted extensive and costly investigation and research and counsel for the Parties are able to
2 reasonably evaluate their respective positions; and that settlement at this time will avoid additional
3 substantial costs, as well as avoid the delay and risks that would be presented by the further
4 prosecution of these Actions. The Court has reviewed the monetary recovery that is being granted
5 as part of the Settlement and recognizes the significant value to the Class of that monetary recovery.
6 The Court finds that the Class is properly certified as a class for settlement purposes only.

7 5. For purposes of this Judgment, the term “Class” means “All hourly, non-exempt Polo
8 Ralph Lauren Factory Store employees employed by Defendant Ralph Lauren Retail, Inc. in
9 California during the Class Period.” The “Class Period” shall be the time period beginning on
10 September 25, 2014, and ending on December 19, 2020.

11 6. The term “Class Member” means a Plaintiff who has not requested exclusion from
12 the Settlement.

13 7. As of the Effective Date, each and every Released Claim of each and every Class
14 Member is and shall be deemed to be conclusively released as against the Released Parties for the
15 Class Period. All Class Members as of the Effective Date are hereby forever barred and enjoined
16 from prosecuting the Released Claims against the Released Parties.

17 8. The Court hereby confirms Named Plaintiff Charone Gilmore as the class
18 representative in this action. The Court hereby confirms David Mara and Jill Vecchi of Mara Law
19 Firm, PC, as Class Counsel in this action.

20 9. The Final Judgment shall bind each Class Member (including Named Plaintiff) and
21 shall operate as a full release and discharge of claims. The Final Judgment shall have a *res judicata*
22 effect and bar all Class Members from bringing any action asserting Released Claims as specified
23 in the Settlement against Defendants and the Released Parties, and it shall further bar Named
24 Plaintiff from bringing any action asserting any claims against Defendants and the Released Parties
25 that were released as part of the “General Release” agreed to by Named Plaintiff in the Settlement..
26 The Court further finds that the Released Claims shall include Fair Labor Standards Act (“FLSA”)
27 claims for all Class Members under the doctrine of *res judicata* as described in *Rangel v. PLS Check*
28

1 *Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether that Class Member
2 endorses and cashes his or her settlement check.

3 10. The Stipulation and Settlement is not an admission by Defendants or any of the other
4 Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action or of any
5 wrongdoing by Defendants or any of the other Released Parties. Neither this Judgment, the
6 Stipulation, nor any document referred to herein, nor any action taken to carry out the Stipulation
7 is, may be construed as, or may be used as an admission by or against Defendants or any of the other
8 Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out
9 of the Stipulation, and any negotiations or proceedings related thereto, shall not in any event be
10 construed as, or deemed to be evidence of, an admission or concession with regard to the denials or
11 defenses by Defendants or any of the other Released Parties and shall not be offered in evidence in
12 any action or proceeding against Defendants or any of the Released Parties in any court,
13 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
14 provisions of this Judgment, the Stipulation, or any related agreement or release. Notwithstanding
15 these restrictions, any of the Released Parties may file in the Action or in any other proceeding the
16 Judgment, Stipulation, or any other papers and records on file in the Action as evidence of the
17 Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim
18 or issue preclusion or similar defense as to the Released Claims.

19 11. The Court hereby dismisses the Action on the merits and with prejudice against the
20 Named Plaintiff and all Class Members in favor of Defendants and without costs or attorneys' fees
21 to any of the Parties as against any other settling party, except as provided for in the Stipulation.
22 Without affecting the finality of this Judgment in any way, this Court hereby retains continuing
23 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders
24 and judgments entered in connection therewith.

25 12. The Court hereby awards Class Counsel attorneys' fees ("Fees Award") in the
26 amount of \$233,310 and costs ("Costs Award") in the amount of \$43,832.74. Class Counsel shall
27 not be entitled to any other award of attorneys' fees or costs in any way connected with this Action.
28 The Court also hereby approves a Service Award/General Release Payment to the Named Plaintiff

1 in the amount of \$10,000. The Court approves payment to the LWDA in the amount of 37,500.
2 The Court also approves the payment of claims administration expenses in the amount of \$26,000.
3 The Court finds and determines that these payments are fair and reasonable. The Court hereby gives
4 final approval to and orders these payments be made by the Settlement Administrator in accordance
5 with the terms of the Stipulation. Any separate appeal from the portion of this Judgment as to the
6 Fees Award shall not operate to terminate or cancel the Stipulation or otherwise affect the finality
7 of this Judgment.


8 13. After administration of the Settlement has been completed in accordance with the
9 Stipulation and all amounts calculated, and in no event later than ninety (90) days after the Check
10 Stale Date, Defendants shall file a report with this Court certifying compliance with the terms of the
11 Settlement.

12 14. The Court finds that the Stipulation is in good faith and constitutes a fair, reasonable
13 and adequate compromise of the Released Claims.

14 15. If the Settlement does not become final and effective in accordance with the terms
15 of the Stipulation, resulting in the return and/or retention of the Settlement Fund to Defendants
16 consistent with the terms of the Settlement, then this Judgment and all orders entered in connection
17 herewith shall be rendered null and void and shall be vacated.

18 16. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
19 Members by posting a copy of the Final Approval Order and Judgment on the Settlement
20 Administrator's website – accessible only to Class Members – for a period of at least sixty (60)
21 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
22 notice is not required.

23 17.
24 Dated: Sept. 17, 2011



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 *Court:* Corporation
3 *Case Number:* Superior Court of Ventura
4 *LWDA Number:* 56-2018-00518077-CU-OE-VTA
5 LWDA-CM-597529-18

6 **PROOF OF SERVICE**

7 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

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

9 I am over the age of 18 and not a party to the within action; my business address is:
10 2650 Camino Del Rio N., Suite 205, Street San Diego, CA 92108

11 On August 25, 2021, I served the foregoing document(s) described as:

12 **NOTICE OF PLAINTIFF CHARONE GILMORE'S MOTION FOR FINAL APPROVAL
13 OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, COSTS, NAMED
14 PLAINTIFF SERVICE AWARD, AND ENTERING OF FINAL JUDGMENT**

15 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF
16 CHARONE GILMORE'S MOTION FOR FINAL APPROVAL OF CLASS ACTION
17 SETTLEMENT, ATTORNEYS' FEES, COSTS, NAMED PLAINTIFF SERVICE AWARD,
18 AND ENTERING OF FINAL JUDGMENT**

19 **DECLARATION OF DAVID MARA, ESQ., IN SUPPORT OF PLAINTIFF CHARONE
20 GILMORE'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
21 ATTORNEYS' FEES, COSTS, NAMED PLAINTIFF SERVICE AWARD, AND
22 ENTERING OF FINAL JUDGMENT**

23 **DECLARATION OF KEVIN LEE ON BEHALF OF SETTLEMENT ADMINISTRATOR
24 WITH RESPECT TO OPT OUTS AND OBJECTIONS RECEIVED**

25 **DECLARATION OF PLAINTIFF CHARONE GILMORE IN SUPPORT OF HER
26 MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS'
27 FEES, COSTS, NAMED PLAINTIFF SERVICE AWARD, AND ENTERING OF FINAL
28 JUDGMENT**

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

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

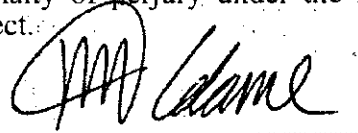
SHEPPARD MULLIN RICHTER & HAMPTON LLP
SAMANTHA D. HARDY, Cal. Bar No. 199125
DANIEL F. DE LA CRUZ, Cal. Bar No. 292537
501 West Broadway, 19th Floor
San Diego, California 92101-3598
shardy@sheppardmullin.com
ddelacruz@sheppardmullin.com

1 [XX] (BY PERSONAL SERVICE) On August 25, 2021, in addition to service methods listed
above (if any), the above documents were delivered to the above recipients via personal delivery.

2 [XX] (BY E-MAIL) On August 25, 2021, I caused the documents to be sent to the persons at
3 the 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 unsuccessful.

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

6 Dated: August 25, 2021


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Mathew Adame