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1 Michael H. Boyamian (SBN 256107)
michael@boyamianlaw.com
2 Heather M. Zermeno (SBN 334460)
heather@boyamianlaw.com
3 BOYAMIAN LAW, INC.
550 N Brand Blvd 15th Floor
4 Glendale, California 91203
Telephone: (818) 547-5300
5 Facsimile: (818) 547-5678

6 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
7 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
8 Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
9 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
10 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
11 Los Angeles, California 90067
Telephone: (310) 556-4811
12 Facsimile: (310) 943-0396

13 Attorneys for Plaintiffs Jonathan Garcia and Oscar Mendoza

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF ALAMEDA

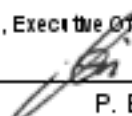
16 JONATHAN GARCIA and OSCAR
17 MENDOZA, individually, and on behalf of
all other aggrieved employees, and the
18 general public

19 Plaintiffs,

20 vs.

21 BARNEY'S COLLEGE, INC., a California
corporation; BARNEY'S PIEDMONT, INC.,
22 a California Corporation; BARNEY'S SAN
FRANCISCO, INC., a California corporation;
23 BARNEY'S SAN VICENTE, INC., a
California corporation; BARNEY'S
24 SOLANO, INC., a California corporation;
BARNEYS BRENTWOOD, INC., a
25 California corporation; BARNEYS
SHATTUCK, INCORPORATED, a
26 California corporation; BARNEY'S
STEINER, LLC, a California limited liability
27 company; and DOES 1 through 25, inclusive

28 Defendants.

FILED
Superior Court of California
County of Alameda
01/19/2023
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy
P. Bir

Case No.: RG21113350

Assigned to the Hon. Tara Desautels

**[AMENDED PROPOSED] ORDER
GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 18, 2023

Time: 2:30 p.m.

Place: Department 16

Complaint Filed: September 21, 2021

1 **ORDER**

2 On January 18, 2023, this Court conducted a hearing on Plaintiffs’ Motion for Preliminary
3 Approval of the Class Action Settlement (the “Motion”). Having considered the Motion and the points
4 and authorities submitted in support of the Motion, including the Stipulation of Class and PAGA Action
5 Settlement and Release (“Settlement Agreement” or “Settlement”), and **GOOD CAUSE** appearing, **IT**
6 **IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

7 1. This Order incorporates by reference the Settlement Agreement, and unless indicated
8 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement
9 Agreement.

10 2. The Court gives Plaintiffs leave to file the proposed First Amended Complaint for
11 settlement purposes. Defendants shall not be required to file a responsive pleading to the First Amended
12 Complaint, and Defendants do not impliedly or expressly waive any arguments or defenses to the First
13 Amended Complaint. If the Parties’ settlement should, for whatever reason, not become final, the First
14 Amended Complaint shall become null and void and the Parties shall be returned to their respective
original positions.

15 3. The Settlement Class shall be conditionally certified for settlement purposes only and
16 shall consist of all persons who worked for Defendants in non-exempt positions in the State of California
17 at any time during the period from September 21, 2017 to December 1, 2022.

18 4. The class action settlement set forth in the Settlement Agreement, entered into among
19 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range
20 of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Class
21 Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or
22 before the final approval hearing.

23 5. The Court further finds that Plaintiffs conducted extensive investigation and research,
24 and that they were able to reasonably evaluate their positions and the strengths and weaknesses of their
25 claims and their ability to certify them. Plaintiffs have provided the Court with enough information about
26 the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an
27 independent assessment of the reasonableness of the terms to which the Parties have agreed.

28 6. The Court also finds that settlement now will avoid additional and potentially substantial

1 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

2 7. The Court preliminarily approves the Settlement Agreement, including all the terms and
3 conditions set forth therein and the Class Settlement Amount and allocation of payments.

4 8. The rights of any potential dissenters to the proposed Settlement are adequately
5 protected in that they may exclude themselves from the Settlement and proceed with any alleged claims
6 they may have against Defendants, or they may object to the Settlement and appear before this Court.
7 However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of
8 Class Action Settlement.

9 9. The Court approves, as to form and content, the proposed Notice of Class Action
10 Settlement (“Class Notice”).

11 10. The Court directs the mailing, by First-Class U.S. mail, of the Class Notices to Class
12 Members in accordance with the schedule set forth below and the other procedures described in the
13 Settlement Agreement. The Court finds that the method selected for communicating the preliminary
14 approval of the Settlement Agreement to Class Members is the best notice practicable under the
15 circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies
16 due process.

17 11. The Court appoints Plaintiffs Jonathan Garcia and Oscar Mendoza as the representatives
18 for the Settlement Class conditionally certified by this Order.

19 12. The Court appoints Boyamian Law, Inc. and Capstone Law APC as Class Counsel. The
20 Court finds that counsel have demonstrable experience litigating, certifying, and settling class actions,
21 and will serve as adequate counsel for the Class conditionally certified by this Order.

22 13. The Court approves and appoints Phoenix Class Action Administration Solutions as the
23 Settlement Administrator.

24 14. The following dates shall govern for purposes of this Settlement:

Date	Event
February 7, 2023 (or not later than 20 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendants to produce the Class List to the Settlement Administrator.
February 17, 2023 (or not later than 10 calendar days after Defendants produce the Class List, if later)	Last day for the Settlement Administrator to mail Class Notices to all Class Members.

Date	Event
April 3, 2023 (or not later than 45 calendar days after the Settlement Administrator mails the Class Notices, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.
May 12, 2023	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.
June 7, 2023 at 2:30 p.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.

15. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: 01/19/2023



Hon. Tara Desautels
Alameda County Superior Court Judge
Tara Desautels / Judge

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and
3 not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los
4 Angeles, California 90067. On **January 18, 2023**, I served the document described as:
5 **[AMENDED PROPOSAL] ORDER GRANTING MOTION FOR PRELIMINARY**
6 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in
7 this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as
8 follows [or] [] as stated on the attached service list:

7 An Nguyen Ruda
8 Michael D. Abraham
9 Elizabeth T. Ferguson
10 BARTKO ZANKEL BUNZEL & MILLER One
11 Embarcadero Center, Suite 800 San Francisco,
12 California 94111
13 Telephone: (415) 956-1900
14 Facsimile: (415) 956-1152
15 Emails: aruda@bzbm.com
16 mabraham@bzbm.com eferguson@bzbm.com

Attorneys for Defendants
Barney’s College, Inc.

12 Michael H. Boyamian
13 michael@boyamianlaw.com
14 Heather M. Zermeno heather@boyamianlaw.com
15 BOYAMIAN LAW, INC.
16 550 N Brand Blvd 15th Floor
17 Glendale, California 91203
18 Telephone: (818) 547-5300
19 Facsimile: (818) 547-5678

Attorneys for Plaintiffs
Jonathan Garcia and Oscar Mendoza

17 [] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
18 for mailing in the ordinary course of business at Los Angeles, California. I am “readily
19 familiar” with this firm’s practice of collection and processing correspondence for
20 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal
21 Service that same day in the ordinary course of business with postage thereon fully
22 prepaid at Los Angeles, California.

21 [] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
22 California, by e-mail delivery on the parties listed herein at their most recent known e-
23 mail address or e-mail of record in this action.

23 [X] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
24 electronically via OneLegal eService to the individuals listed above, as they exist on
25 that database. This will constitute service of the document(s).

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed on **January 18, 2023** at Los Angeles, California.

26 Trevor Beach
27 _____
28 Type/Print Name

/s/ Trevor Beach

Signature