

FILED

Superior Court of California
County of Los Angeles

07/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHIDIMMA IGBOAKAEZE,)	Case No.: 20STCV04294
individually, and on behalf of)	
other members of the general)	
public similarly situated and)	
on behalf of other aggrieved)	
employees pursuant to the)	
California Private Attorneys)	JUDGMENT
General Act,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
VERA BRADLEY SALES, LLC, an)	
unknown business entity; VERA)	
BRADLEY DESIGNS, INC., an)	
unknown business entity; and)	
DOES 1 through 100, inclusive,)	
)	
Defendants.)	
)	

The Court finds as follows:

1 A. The Court granted preliminary approval of the Second
2 Amended Settlement Agreement ("Settlement Agreement") and
3 certified a provisional settlement class on January 24, 2023.

4 B. The Court granted final approval of the Settlement
5 Agreement on July 18, 2023, certified the settlement class with
6 no opt-outs, and found that the Settlement Agreement was fair,
7 adequate and reasonable.

8 C. The Court defined the following:

9 "Class Member(s)" or "Class": all current and former
10 hourly-paid or non-exempt employees of Defendants in California
11 employed between February 3, 2016 through July 22, 2021. (¶6.d)

12 "Release Period": February 3, 2016 through July 22, 2021.
13 (¶6.f)

14 "PAGA Members": all current and former hourly-paid or non-
15 exempt employees of Defendants in California employed between
16 May 6, 2019 through July 22, 2021. (¶6.v)

17 "PAGA Period": May 6, 2019 through July 22, 2021. (¶6.x)

18 "Settlement Class Members": all Class Members who do not
19 submit a timely and valid Request for Exclusion. (¶6.jj)

20 IT IS ORDERED, ADJUDGED AND DECREED as follows:

21 1. Plaintiff Chidimma Igboakaeze, individually, and on
22 behalf of other members of the general public similarly situated
23 and on behalf of other aggrieved employees pursuant to the
24 California Private Attorneys General Act, shall take from
25

1 Defendants Vera Bradley Sales, LLC, an unknown business entity
2 and Vera Bradley Designs, Inc., an unknown business entity, as
3 set forth in the Parties' Settlement Agreement and the Court's
4 Approval Order entered July 18, 2023.

5 2. Defendants shall pay Plaintiffs the Gross Settlement
6 Amount (GSA) of \$250,000. The Net Settlement Amount is the GSA
7 minus the following:

8 a. \$83,333.33 (33 1/3%) for attorney fees to Class
9 Counsel, Lawyers for Justice, PC;

10 b. \$11,958.23 for attorney costs to Class Counsel;

11 c. \$5,000 for an enhancement award of to the class
12 representative, Chidimma Igboakaeze;

13 d. \$5,000 for settlement administration costs to
14 Phoenix Settlement Administrators;

15 e. \$28,125 (75% of \$37,500 PAGA penalty) to the
16 LWDA.
17

18 Defendant is separately responsible for its portion of
19 payroll taxes in addition to the GSA.

20 3. Upon the Effective Date and full funding of the Total
21 Settlement Amount, Plaintiff and all Class Members who do not
22 submit a timely and valid Request for Exclusion (i.e.,
23 Settlement Class Members) will be deemed to have fully, finally
24 and forever released, settled, compromised, relinquished, and
25 discharged the Released Parties of all Released Class Claims

1 that he or she may have or had. In addition, all Class Members
2 will be deemed to have fully, finally, and forever released,
3 settled, compromised, relinquished, and discharged the Released
4 Parties of all Released PAGA Claims irrespective of whether they
5 have submitted a Request for Exclusion. (¶30)

6 "Released Claims" means the Released Class Claims and
7 Released PAGA Claims. (¶6.bb)

8 "Released Class Claims" means all claims under state,
9 federal, or local law, arising out of the claims expressly
10 pleaded in the Action and all other claims alleged in, or
11 arising out of facts asserted in, the Operative Complaint,
12 arising during the Class Period, including but not limited to
13 claims under the California Labor Code, Wage Orders,
14 regulations, and/or other provisions of law, that could have
15 been asserted based on the facts pleaded in the Operative
16 Complaint for: (1) failure to pay overtime wages; (2) failure to
17 pay meal period premiums; (3) failure to pay rest period
18 premiums; (4) failure to pay minimum wages; (5) failure to
19 timely pay wages upon termination; (6) failure to timely pay
20 wages during employment; (7) failure to provide compliant wage
21 statements; (8) failure to keep requisite payroll records; (9)
22 failure to reimburse necessary business expenses; and (10)
23 violation of California's unfair competition law. (¶6.cc)
24
25

1 "Released PAGA Claims" means any and all claims for civil
2 penalties arising from claims for penalties that were brought or
3 could have been brought based on the facts alleged in the LWDA
4 Letter, arising during the PAGA Period, pursuant to California
5 Labor Code § 2698, et seq., for (1) failure to pay overtime
6 wages; (2) failure to pay meal period premiums; (3) failure to
7 pay rest period premiums; (4) failure to pay minimum wages; (5)
8 failure to timely pay wages upon termination; (6) failure to
9 timely pay wages during employment; (7) failure to provide
10 compliant wage statements; (8) failure to keep requisite payroll
11 records; (9) failure to reimburse necessary business expenses;
12 (10) violation of California's unfair competition law, and (11)
13 any violation or breach of the California Labor Code arising
14 from or related to the conduct alleged in the LWDA Letter.

15 (¶6.dd)

16 "Released Parties" means Defendants, and all their past,
17 present, and future parent companies, subsidiaries, affiliates,
18 shareholders, directors, officers, agents, employees, attorneys,
19 insurers, members, partners, managers, contractors, consultants,
20 representatives, administrators, fiduciaries, benefit plans,
21 transferees, predecessors, successors, and assigns of any of
22 the foregoing, and any other persons or entities who are or
23 could be jointly liable with Defendants for the Released Claims.

24 (¶6.ee)

1 Named Plaintiff Chidimma Igboakaeze provides a general
2 release and \$1542 waiver. (¶31)

3 4. All uncashed settlement funds, plus interest, must be
4 paid to Los Angeles Legal Aid Foundation, a *cy pres*.

5 5. Pursuant to California Rules of Court, Rule 3.769(h),
6 the Court retains jurisdiction over the parties with respect to
7 enforcement of this Judgment under California Code of Civil
8 Procedure Section 664.6.

9 CLERK TO GIVE NOTICE.

10 DATED: July 18, 2023



11
12 *Yvette M. Palazuelos*

13 YVETTE M. PALAZUELOS
14 JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge