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*[Additional Counsel on Next Page]*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JAREL BROWN, an individual, on  
behalf of himself and others similarly  
situated,

Plaintiff,

v.

SAKS & COMPANY, LLC a  
Delaware Limited Liability  
Corporation, and DOES 1 thru 50,  
inclusive,,

Defendants.

Case No. 2:17-cv-04210 (SJO)

HON. S. JAMES OTERO

**FINAL APPROVAL ORDER AND  
FINAL JUDGMENT**

Complaint Filed: June 6, 2017

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Co-Counsel for Plaintiff Brown and the Putative Class

1 **[PROPOSED] FINAL APPROVAL ORDER AND FINAL JUDGMENT**

2 WHEREAS, this matter has come before the Court for hearing pursuant to the  
3 Preliminary Approval Order dated March 22, 2018, for final approval of the  
4 Settlement as set forth in the Joint Stipulation of Class Action Settlement and Release  
5 (“Settlement Agreement”), and

6 WHEREAS, the Court having considered all papers filed and arguments  
7 presented and otherwise being fully informed, **THE COURT HEREBY MAKES**  
8 **THE FOLLOWING DETERMINATIONS AND ORDERS:**

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

12 2. This Court has jurisdiction over the subject matter of this litigation and  
13 over all Parties to this litigation, including the Plaintiff and Class Members.

14 3. Defendant promulgated the notice required by the Class Action Fairness  
15 Act (“CAFA”) on March 30, 2018. CAFA provides that “[a]n order giving final  
16 approval of a proposed settlement may not be issued earlier than 90 days after the  
17 requisite notice is provided. 28 U.S.C. § 1715(d). Here, the requisite time has passed  
18 since service of the notice for this Court to issue this Order.

19 4. Pursuant to the Preliminary Approval Order, the appointed Settlement  
20 Administrator, Simpluris, Inc., mailed a Notice of Settlement to all known Class  
21 Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately  
22 informed Class Members of the terms of the proposed Settlement and the benefits  
23 available to Class Members thereunder. The Notice of Settlement further informed  
24 Class Members of the pendency of the Action, of the proposed Settlement, of their  
25 right to receive their share of the Settlement, of the scope and effect of the  
26 Settlement’s Released Claims, of the preliminary Court approval of the proposed  
27 Settlement, of the exclusion and objection timing and procedures, of the date of the  
28 Final Approval Hearing and of the right to appear in connection with the Final

1 Approval Hearing. Class Members had adequate time to use each of these procedures.  
2 The Court finds and determines that this notice procedure afforded adequate  
3 protections to Class Members and provides the basis for the Court to make an  
4 informed decision regarding approval of the Settlement based on the responses of  
5 Class Members. The Court finds and determines that the Notice provided in the  
6 Action was the best notice practicable, which satisfied the requirements of law and  
7 due process.

8 5. In response to the Notice, no Class Members objected to the Settlement  
9 and only two Class Members requested exclusion from the Settlement.

10 6. The Court finds that the Settlement offers significant monetary recovery  
11 to all Class Members and finds that such recovery is fair, adequate, and reasonable  
12 when balanced against further litigation related to liability and damages issues. The  
13 Court further finds that extensive and costly investigation, formal and informal  
14 discovery, research and litigation have been conducted such that Class Counsel and  
15 Defense Counsel are able to reasonably evaluate their respective positions at this time.  
16 The Court finds that the proposed Settlement, at this time, will avoid substantial  
17 additional costs by all Parties, as well as avoid the risks and delay inherent to further  
18 prosecution of the Action. The Court further finds that the Settlement has been  
19 reached as the result of intensive, serious, and non-collusive, arms-length negotiations.  
20 Thus, the Court approves the Settlement set forth in the Settlement Agreement and  
21 finds that the Settlement is, in all respects, fair, adequate, and reasonable and directs  
22 the Parties to effectuate the Settlement according to its terms.

23 7. The Court hereby orders the Settlement Administrator to distribute the  
24 Individual Settlement Payments to Class Members in accordance with the provisions  
25 of the Settlement.

26 8. For purposes of this Order and for this Settlement only, the Court hereby  
27 certifies the Class, as defined in the Settlement Agreement.

28 9. For purposes of this Order and this Settlement only, the Court hereby

1 confirms the appointment of Plaintiff Jarel Brown as the class representative for the  
2 Class. Further, the Court approves a Service Award to Plaintiff in the amount of  
3 Seven Thousand Dollars (\$7,000). The Court hereby orders the Settlement  
4 Administrator to distribute the Service Award to Plaintiff in accordance with the  
5 provisions of the Settlement.

6 10. For purposes of this Order and this Settlement only, the Court hereby  
7 confirms the appointment of Craig J. Ackermann of Ackermann & Tilajef, P.C.;  
8 Jonathan Melmed of Melmed Law Group, P.C.; and David Winston of Winston Law  
9 Group, P.C., as Class Counsel. Further, the Court finally approves a Class Counsel  
10 Fees Award, as fair and reasonable, not to exceed 25% of the Total Settlement  
11 Amount or One Hundred Fifty-Nine Thousand, Seven Hundred Dollars (\$159,700),  
12 which will be distributed as 1/3 Ackermann & Tilajef, P.C.; 1/3 to Melmed Law  
13 Group, P.C.; and 1/3 to Winston Law Group, P.C. As well, the Court finally approves  
14 a Class Counsel Costs Award, as fair and reasonable, not to exceed Eight Thousand,  
15 Seven Hundred and Seven Dollars and Fifty-Six Cents (\$8,707.56), which will be  
16 distributed as Five Thousand, Four Hundred and Twenty-Two Dollars and Seventeen  
17 Cents (\$5,422.17) to Ackermann & Tilajef, P.C.; One Thousand, Four Hundred and  
18 Nineteen Dollars and Fifty-Two Cents (\$1,419.52) to Melmed Law Group, P.C.; and  
19 One Thousand, Eight Hundred and Sixty-Five Dollars and Eighty-Seven Cents  
20 (\$1,865.87) to Winston Law Group, P.C. The Class Counsel Fees Award and Class  
21 Counsel Costs Award shall be for all claims for Class Counsel's attorneys' fees and  
22 litigation costs past, present and future incurred in the prosecution and resolution of  
23 the Claims and neither Class Counsel, nor any other counsel, shall be permitted to  
24 petition the Court, or to accept any payments, for fees and costs relating to the  
25 prosecution and resolution of the Claims other than the Class Counsel Fees Award and  
26 Class Counsel Costs Award. The Court hereby orders the Settlement Administrator to  
27 distribute the Class Counsel Fees Award and Class Counsel Costs Award to Class  
28 Counsel in accordance with the provisions of the Settlement.

1           11. For purposes of this Order and this Settlement only, the Court hereby  
2 finally approves Settlement Administration Costs of Ten-Thousand Five-Hundred  
3 Dollars (\$10,500) as fair and reasonable.

4           12. As of the Effective Date, every Class Member shall have conclusively  
5 released the Released Claims against the Released Parties, including for any injunctive  
6 or declaratory relief.

7           13. Pursuant to the Settlement Agreement, Plaintiff agrees to a Complete and  
8 General Release and a 1542 Waiver to the Released Parties, as defined and set forth  
9 fully in the Settlement Agreement.

10           14. After Settlement administration has been completed in accordance with  
11 the Settlement Agreement, and in no event later than 180 days after the Effective  
12 Date, Defendant shall file a report with this Court certifying compliance with the  
13 terms of the Settlement.

14           15. Neither this Order, the Settlement Agreement, nor any document referred  
15 to herein, nor any action taken to carry out the Settlement Agreement is, may be  
16 construed as, or may be used as an admission by or against Defendant or any of the  
17 other Released Parties of any fault, wrongdoing or liability whatsoever. Nor is this  
18 Order a finding of the validity of any claims in the Action or of any wrongdoing by  
19 Defendant or any of the other Released Parties. The entering into or carrying out of  
20 the Settlement Agreement, and any negotiations or proceedings related thereto, shall  
21 not in any event be construed as, or deemed to be evidence of, an admission or  
22 concession with regard to the denials or defenses by Defendant or any of the other  
23 Released Parties and shall not be offered in evidence against Defendant or any of the  
24 Released Parties in any action or proceeding in any court, administrative agency, or  
25 other tribunal for any purpose whatsoever other than to enforce the provisions of this  
26 Order, the Settlement Agreement, or any related agreement or release.  
27 Notwithstanding these restrictions, any of the Released Parties may file in the Action  
28 or in any other proceeding this Order, the Settlement Agreement, or any other papers

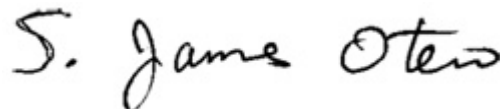
1 and records on file in the Action as evidence of the Settlement and to support a  
2 defense of *res judicata*, collateral estoppel, release, waiver or other theory of claim  
3 preclusion, issue preclusion or similar defense as to the Released Claims.

4 16. If the Settlement does not become final and effective in accordance with  
5 the terms of the Settlement Agreement, resulting in the return and/or retention of the  
6 Settlement funds to Defendant consistent with the terms of the Settlement, then this  
7 Order and all orders entered in connection herewith, including any order certifying the  
8 Class, appointing a class representative or Class Counsel, shall be rendered null and  
9 void and shall be vacated.

10 17. Final Judgment is hereby entered based on the parties' class action  
11 Settlement Agreement. Without affecting the finality of this Final Approval Order and  
12 Final Judgment in any way, this Court hereby retains continuing jurisdiction over the  
13 interpretation, implementation and enforcement of the Settlement and all orders and  
14 judgments entered in connection therewith.

15  
16 **IT IS SO ORDERED:**

17  
18 Dated: July 16, 2018

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20 \_\_\_\_\_  
21 Hon. S. James Otero