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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PORTIA DANIELS, on behalf of herself
and all others similarly situated,

No. C 12-05755 WHA

Plaintiffs,

v.

AÉROPOSTALE WEST, INC., a Delaware
corporation, AÉROPOSTALE, INC., a
Delaware corporation, and DOES 1 through
10, inclusive,

**REQUEST RE
STATE-COURT ACTIONS
AND DAMAGES**

Defendants.

By **NOON ON MAY 15**, counsel shall please file a joint statement (and supporting
declarations) regarding the following:

1. The status of *La Tina Sankey, et al. v. Aeropostale, Inc.*, No. BC457468 (Los Angeles Sup. Ct. Mar. 16, 2011). Is there any overlap between the class certified in *Sankey* and the collective action conditionally certified here? Please append a copy of any proposed settlement in *Sankey*.
2. The status of *Pakaz, et al. v. Aeropostale West, et al.*, No. BC493736 (Los Angeles Sup. Ct. Oct. 11, 2012).
3. The amount of damages sought in the trial-ready damages reports served in this action (relevant portions of the reports may be filed). Counsel argue that the “true up amount” in the settlement value is currently believed to be at least \$8,224.12 and the proposed settlement “puts 100% of each of the 594 Collective Action Members’ overtime payments owed for an over-four year period back in his/her hands” (Br. 11). The proposed class notice states that “Plaintiff’s counsel . . . and Defendants’ counsel agree that the Settlement Award to each

1 Collective Action member represents, to their best understanding, at least 100% of the amount
2 that each Collective Action Member is owed, if anything.” If this action went to trial, how much
3 would plaintiff and defendants each be asking for from the jury? How would a jury calculate
4 damages?

5 4. Counsel estimate that “the amount of unpaid wages due to each Collective Action
6 Member ranges from \$0.00 to those that were paid all overtime wages due, to up to \$588.00 in
7 unpaid overtime.” More than 580 individuals have filed consent-to-join forms. What are the
8 approximate percentages of individuals receiving (1) \$0, (2) \$1 to \$200, (3) \$201 to \$588 under
9 the proposed settlement?

10 5. The proposed settlement states that checks not cashed within 180 days from the
11 date of issuance “may be canceled.” Are these FLSA settlement class members bound by the
12 terms of the settlement?

13 6. *Cypres* distributions should have a nexus to the case. *See Nachshin v. AOL, LLC*,
14 663 F.3d 1034, 1036 (9th Cir. 2011). The proposed settlement states that the “amount of any
15 uncashed settlement checks will be given to the Public Justice of Oakland, California.” Please
16 explain the nexus, if any.

17 The undersigned judge notes that the parties have filed a joint stipulation to continue or
18 stay deadlines. This stipulation will be ruled on in due course. All existing deadlines remain in
19 place.

20 **IT IS SO ORDERED.**

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22 Dated: May 6, 2014.

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WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE