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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SHAQUILLE STEWART ALEXANDER,  
individually and on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

SAKS & COMPANY LLC; SAKS  
INCORPORATED

Defendants.

Case No. 3:21-cv-02384 VC

~~[PROPOSED]~~ ORDER GRANTING JOINT  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS AND  
COLLECTIVE SETTLEMENT,  
CONDITIONAL CERTIFICATION OF  
SETTLEMENT CLASS, AND APPROVAL  
OF PROPOSED NOTICE OF CLASS  
ACTION SETTLEMENT **AS MODIFIED**

Complaint Filed: April 1, 2021

Case No. 3:21-cv-02384 VC



1 Settlement Class by submitting a timely request for exclusion in accordance with the requirements set  
2 forth in the Class Notice and the Preliminary Approval Order. “Class Members” are defined as:

3 All current or former non-exempt employees who worked for Saks & Company, LLC  
4 (the “Company”), at a Saks Fifth Avenue retail store in California, during the Class  
5 Period (April 1, 2017 through preliminary court approval) and excludes all individuals  
6 identified by and included in the settlement classes, unless they opt-out, as approved  
7 by the court(s) in *Alfreda Lewis v. Saks South Coast Leasehold, LLC; Saks & Company, LLC*,  
8 Case No. 30-2020-01143164-CU-OE-CXC, currently pending in California  
9 Superior Court, County of Orange and *Maxwell Esposito v. Saks & Company, LLC*,  
10 currently pending in California Superior Court, County of Los Angeles – Santa Monica,  
11 Case No. 20SMCV01252 (“Lewis/ Esposito Settlement”). However, individuals who  
12 are members of the Lewis/Esposito Settlement but who also worked for the Company  
13 at a Saks Fifth Avenue retail store in California during the Class Period in a role other  
14 than Sales Associate (SAL 102 or 104) and Brand Ambassador (SST100), may  
15 participate in both settlements.

16 2. Prerequisites for Class Action. Solely for the purposes of settlement, the Court  
17 finds that the prerequisites for a class action under Federal Rule of Civil Procedure 23(a) are satisfied  
18 for the following reasons:

- 19 (a) The Settlement Class appears so numerous that joinder of all members is  
20 impracticable. The Settlement Class consists of approximately 1,042 members;
- 21 (b) There appear to be questions of law or fact common to the Settlement Class for  
22 purposes of determining whether the settlement should be approved;
- 23 (c) The Class Representative’s claims for the alleged violations of the Fair Labor  
24 Standards Act, California Labor Code and Business & Professions Code section  
25 17200 appear to be typical of the claims of the Settlement Class; and
- 26 (d) The Class Representative and Class Counsel appear to be capable of fairly and  
27 adequately protecting the interests of the Settlement Class Members in  
28 connection with the proposed settlement.

29 3. Rule 23(b)(3) Class Action. The Court finds, for settlement purposes, that this  
30 action is maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3) because:

- 31 (a) Common questions of law and fact appear to predominate over questions  
32 affecting only individual persons in the Settlement Class; and
- 33 (b) Certification of the Settlement Class appears to be superior to other available  
34 methods for the fair and efficient resolution of the claims of the Settlement  
35 Class members.

1           4.     FLSA Claim. The Court finds that the FLSA claims may be released upon the  
2 cashing of an individual’s settlement check, and that the settlement of the FLSA claim is a fair and  
3 reasonable resolution of a bona fide dispute.

4           5.     PAGA Payment. The Court approves the allocation of \$20,000 of the Total  
5 Settlement Amount to the PAGA Settlement Amount in connection with the release of the claim for  
6 civil penalties under the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code  
7 §§ 2698, *et seq.* Pursuant to PAGA, 75%, or \$15,000.00, will be paid to the LWDA, and 25%, or  
8 \$5,000.00 will be paid to PAGA Cohort Members. PAGA Cohort Members may not exclude  
9 themselves from the PAGA Release.

10          6.     Appointment of the Class Representatives and Class Counsel. Pursuant to  
11 Federal Rule of Civil Procedure 23(a), the Court conditionally appoints Plaintiff Shaquille Stewart  
12 Alexander as Class Representative for the Settlement Class. In accordance with Federal Rule of Civil  
13 Procedure 23(g), the Court conditionally appoints Eric Lechtzin of Edelson Lechtzin LLP, and Daniel  
14 Feder of Law Offices of Daniel Feder as Class Counsel for the Settlement Class.

15          7.     Settlement Administrator. Simpluris, Inc. is appointed to serve as the settlement  
16 administrator (“Settlement Administrator”) for the purpose of administering the settlement with  
17 reasonable administration costs estimated not to exceed \$14,000 pursuant to the terms set forth in the  
18 Agreement.

19          8.     Notice of Proposed Class Action Settlement. The Court approves the form and  
20 content of the Notice of Class Action Settlement filed at Docket Number 76-1 and authorizes  
21 dissemination of the Notice to Members of the Settlement Class as required by the Settlement. Subject  
22 to the terms of the Settlement, the Notice of Settlement shall be mailed via first-class mail to the most  
23 recent known address of each Class Member within the timeframe specified in the Settlement. The  
24 Court finds that the proposed method for notifying the Settlement Class meets the requirements of  
25 Federal Rule of Civil Procedure 23(c)(2)(B) and all due process requirements, is the best notice  
26 practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled to  
27 notice. The Settlement Administrator shall follow the additional procedures set forth in Paragraph  
28 61(b) of the Agreement to process Notices that are undelivered and returned.

1           9.     Opting Out of the Settlement. Unless a Settlement Class Member timely opts  
2 out of the settlement described in the Notice of Settlement, he/she shall be bound by the terms and  
3 conditions of the Agreement and shall also be bound by the Court’s Final Approval Order enjoining  
4 all Settlement Class Members from pursuing, or seeking to reopen, any of the Released Claims against  
5 the Released Parties. The Court approves the proposed procedure for exclusion from the Settlement,  
6 which is to submit a written statement requesting exclusion to the Settlement Administrator no later  
7 than the Exclusion Deadline, which is sixty (60) days following the date on which the Settlement  
8 Administrator first mails the Notice to the Class Members.

9           10.   Objecting to the Settlement. Each member of the Settlement Class shall be  
10 given a full opportunity to object to the proposed Settlement and request for attorneys’ fees and to  
11 participate at the Final Approval Hearing. Any Member of the Class seeking to object to the proposed  
12 Settlement may file such objection in writing with the Court no later than sixty (60) calendar days  
13 from the initial mailing of the Notice by the Settlement Administrator. Settlement Class Members  
14 who fail to send timely written objections substantially complying with the manner specified above or  
15 fail to object at the Final Approval Hearing shall be deemed to have waived any objections and shall  
16 be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The  
17 written objection requirement may be excused by the Court upon a showing of good cause. Class  
18 Counsel and Defendants’ Counsel will file their responses to any objection within seven (7) calendar  
19 days before the Final Approval Hearing. Only objecting Settlement Class Members who make  
20 objections in the manner described in the Notice of Settlement, or in substantial compliance with the  
21 manner described, will be considered Objectors and will therefore be permitted to be heard at the Final  
22 Approval Hearing unless excused upon a showing of good cause.

23           11.   Final Approval Hearing. Class Counsel shall file a motion for final approval of  
24 the Settlement with the appropriate declarations and supporting evidence, including a declaration  
25 setting forth the identity of any members of the Class who request exclusion from the Settlement and  
26 the status of administration. The deadline for Class Counsel to file an attorneys’ fees motion and  
27 motion for service awards shall be at least 14 days before the opt-out/objection deadline. The Final  
28 Approval Hearing is set for November 17, 2022, at 2:30 p.m., which is at least 90 days from the date

1 of service of the CAFA Notice as required by 28 U.S.C. §1715. The Court reserves the right to continue  
2 the date of the final approval hearing without further notice to Class Members. In the event that the  
3 Effective Date does not occur, the Parties will be returned to their respective positions *nunc pro tunc*  
4 as those positions existed prior to the execution of the Settlement Agreement.

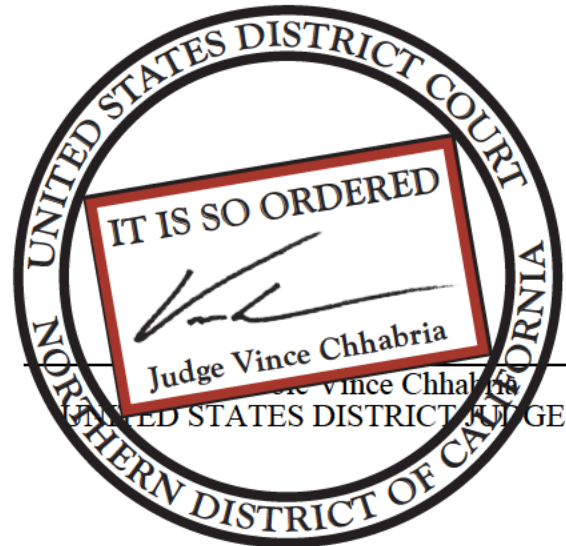
5 12. Nonsubstantive amendments. Non-substantive amendments may be made to the  
6 Settlement Agreement and/or Notice upon written agreement of the Class Counsel and Defendants'  
7 Counsel without court approval.

8 13. All proceedings in this Action, except those contemplated herein, are stayed  
9 and all deadlines vacated.

10 14. The Court retains jurisdiction to consider all further applications arising out of,  
11 or in connection with, the Settlement.

12  
13 **IT IS SO ORDERED.**

14 **DATED:** August 1, 2022



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