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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HALONA TORO, individually, and on behalf  
of other members of the general public similarly  
situated,

Plaintiff,

vs.

TORY BURCH LLC, a New York limited  
liability company; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: 19STCV28038

Assigned to the Hon. William F. Highberger

**~~PROPOSED~~ ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT**

Date: May 3, 2022

Time: 1:30 p.m.

Place: Department 10

**FILED**  
Superior Court of California  
County of Los Angeles  
05/03/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:                     M. Mata                     Deputy

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and a Class Representative  
4 Enhancement Payment (collectively, the “Motions”). Due and adequate notice having been given to  
5 Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed  
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being  
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the  
12 Joint Stipulation of Class Action Settlement and Release and Addendum (collectively, “Settlement  
13 Agreement” or “Settlement”), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all  
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements  
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
19 with the laws of the State of California and due process. The Class Notice fairly and adequately  
20 described the settlement and provided Class Members with adequate instructions and a variety of means  
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval  
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the  
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are  
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other released  
20 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
21 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to  
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
23 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against  
24 Defendant or any of the other released parties.

25 10. With the exception of Danny Moorehead, who opted out of the Settlement Class, final  
26 approval shall be with respect to: All persons who worked for Defendant as non-exempt, hourly paid  
27 employees in California at any time from August 12, 2015 to September 13, 2021.

28 11. Plaintiff Halona Toro is a suitable Class Representative and is hereby appointed the

1 Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and  
2 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement  
3 Class, and that her interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
5 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all  
6 claims arising out of her employment with Defendant.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite  
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby  
12 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce  
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be added to the Net  
14 Settlement Amount.

15 15. The Court hereby awards \$583,333 in attorneys' fees and \$19,025 in costs and expenses  
16 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a  
17 contingency fee in a class action such as this; i.e., one-third of the common fund created by the  
18 settlement.

19 16. The Court approves settlement administration costs and expenses in the amount of  
20 \$21,000 to CPT Group, Inc.

21 17. All Class Members were given a full and fair opportunity to participate in the Approval  
22 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
23 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
24 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
25 shall be forever binding on all Participating Class Members. These Participating Class Members have  
26 released and forever discharged the Defendant for any and all Released Claims: All claims, rights,  
27 demands, liabilities, and causes of action that are alleged or reasonably could have been alleged,  
28 including without limitation violations of any state or federal statutes, rules, or regulations (including the

1 Fair Labor Standards Act), arising from, or related to, the facts and theories set forth in the operative  
2 complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal  
3 and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to  
4 reimburse for necessary business expenses; (v) all claims for the failure to timely pay wages upon  
5 termination; (vi) all claims for the failure to timely pay wages during employment; (vii) all claims for  
6 wage statement violations; (viii) all claims for split-shift violations; (ix) all claims relating to a failure to  
7 provide adequate seating and (x) all claims asserted through California Business & Professions Code §§  
8 17200, *et seq.*

9 18. Plaintiff and PAGA Members also release the Released PAGA Claims during the  
10 PAGA Period: All claims for PAGA civil penalties asserted through California Labor Code §§ 2698, *et*  
11 *seq.*, that are alleged or reasonably could have been alleged, arising from, or related to, the facts and  
12 theories set forth in the operative complaint during the PAGA Period, including: (i) all claims for unpaid  
13 overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages;  
14 (iv) all claims for the failure to reimburse for necessary business expenses; (v) all claims for the failure to  
15 timely pay wages upon termination; (vi) all claims for the failure to timely pay wages during  
16 employment; (vii) all claims for wage statement violations; (viii) all claims for split-shift violations; and  
17 (ix) all claims relating to a failure to provide adequate seating.

18 19. Pursuant to the Addendum to the Settlement, funds represented by Individual Settlement  
19 Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-  
20 cashed for more than 180 calendar days after issuance will be tendered to the State Controller's Office,  
21 Unclaimed Property Division.

22 20. Plaintiff shall file a declaration from the Settlement Administrator regarding the  
23 completion of settlement administration activities no later than January 20, 2023.

24 **IT IS SO ORDERED.**

25  
26 Dated: 05/03/2022



27 Hon. William F. Highberger / Judge  
28 Los Angeles County Superior Court Judge