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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MAYRA CASAS, JULIO  
FERNANDEZ, individuals, on behalf  
of themselves and all others similarly  
situated,

Plaintiff,

vs.

VICTORIA'S SECRET STORES,  
LLC, a business entity of unknown  
form, LIMITED BRANDS, a business  
entity of unknown form, and DOES 1  
through 100, inclusive,

Defendants.

Case No. CV 14-6412-GW(VBKx)

**ORDER FINALLY APPROVING  
CLASS ACTION SETTLEMENT AND  
ENTERING JUDGMENT  
DISMISSING THE ACTION WITH  
PREJUDICE**

Dist. Judge: Hon. George H. Wu  
Mag. Judge: Hon. Victor B. Kenton

Complaint Filed: July 9, 2014  
First Amended  
Complaint Filed: September 5, 2014  
Second Amended  
Complaint Filed: December 29, 2014  
Third Amended  
Complaint Filed: February 13, 2015

Trial Date: None Set

1 This matter came on for hearing on November 20, 2017, upon the Motion for  
2 Final Approval of the proposed settlement of this action on the terms set forth in the  
3 Joint Stipulation re: Class Action Settlement (the “Settlement” or “Stipulation”),  
4 attached hereto as **Exhibit 1**, and the First Addendum to Joint Stipulation re: Class  
5 Action Settlement (the “First Addendum”), attached hereto as **Exhibit 2**. Due and  
6 adequate notice having been given to the members of the Class, and having  
7 considered the Settlement and the First Addendum thereto, all papers and  
8 proceedings held herein, and all oral and written comments received regarding the  
9 proposed Settlement, and having reviewed the entire record in this action, Case No.  
10 2:14-cv-06412 GW (VBKx), entitled *Mayra Casas, et al. v. Victoria’s Secret Stores,*  
11 *LLC, et al.* (the “Action”), and good cause appearing, the Court finds that:

12 WHEREAS, plaintiffs MAYRA CASAS and JULIO FERNANDEZ have  
13 alleged claims against defendant VICTORIA’S SECRET STORES, LLC  
14 (“Defendant”) on behalf of themselves and on behalf of others similarly situated,  
15 comprising all current and former employees of Defendant, who worked in  
16 California during the period from July 9, 2010 to August 11, 2017, and who were  
17 classified as non-exempt from overtime pay, excluding Defendant, its owners,  
18 directors, officers, executives, and all management personnel whose responsibility it  
19 was to maintain and/or enforce the policies, procedures, customs and/or business  
20 practices complained of in the Action; and

21 WHEREAS, Plaintiffs assert claims against Defendant for (1) failure to pay  
22 reporting time pay for regular shifts; (2) failure to pay reporting time pay for “call-  
23 in” shifts; (3) failure to pay overtime compensation; (4) failure to pay minimum  
24 wages; (5) failure to maintain required business records; (6) failure to provide  
25 accurate itemized wage statements; (7) failure to pay all wages earned at termination;  
26 (8) unlawful business practices; (9) unfair business practices; (10) failure to pay split  
27 shift premiums; (11) unreimbursed business expenses; and (12) civil penalties based  
28 on these alleged violations; and

1 WHEREAS, Defendant expressly denies the allegations of wrongdoing and  
2 violations of law alleged in this Action, and further denies any liability whatsoever to  
3 Plaintiffs or to the Class Members; and

4 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and  
5 Defendant (collectively, the “Parties”) determined that it was mutually advantageous  
6 to settle this Action and to avoid the costs, delay, uncertainty, and business  
7 disruption of ongoing litigation; and

8 WHEREAS, the Parties agreed to resolve the Action and entered into the  
9 Stipulation in and about February and March, 2017, and the First Addendum on or  
10 about July 28, 2017, which together provide for a complete dismissal, with prejudice,  
11 of the claims asserted in the Action against Defendant on the terms and conditions  
12 set forth in the Stipulation and the First Addendum, subject to the approval of this  
13 Court; and

14 WHEREAS, this Court granted preliminary approval of the Parties’ Settlement  
15 in this Action on or about August 11, 2017 (the “Preliminary Approval Order”); and

16 WHEREAS, notice to the Class Members was sent in accordance with the  
17 Stipulation and the Preliminary Approval Order; and

18 WHEREAS, a fairness hearing on the proposed Settlement having been duly  
19 held and a decision reached;

20 NOW, therefore, the Court grants final approval of the Settlement, and

21 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

22 1. To the extent defined in the Joint Stipulation re: Class Action  
23 Settlement, attached hereto as **Exhibit 1** and the First Addendum thereto, attached  
24 hereto as **Exhibit 2**, and incorporated herein by reference, the terms in this Order  
25 shall have the meanings set forth therein.

26 2. The Court has jurisdiction over the subject matter of this Action,  
27 Defendant, and the Class.

28 3. The Court has determined that the notice given to the Class fully and

1 accurately informed all persons in the Class of all material elements of the proposed  
2 Settlement – including the plan of distribution of the Settlement funds, the  
3 application for enhancement awards to the Class Representatives, and the application  
4 for an award of attorneys’ fees and costs to Class Counsel – constituted the best  
5 notice practicable under the circumstances, and constituted valid, due, and sufficient  
6 notice to all Class Members.

7 4. The Court hereby (1) grants final approval of the Settlement and  
8 Stipulation as fair, reasonable, and adequate in all respects to the Class Members; (2)  
9 grants final certification of the Class as defined below in Paragraph 6 of this Order;  
10 and Orders the parties to consummate the Settlement in accordance with the terms of  
11 the Stipulation and the First Addendum thereto.

12 5. The plan of distribution as set forth in the Stipulation and the First  
13 Addendum thereto, providing for the distribution of the Net Settlement Amount to  
14 Class Members, is approved as being fair, reasonable, and adequate.

15 6. The Class consists of 43,669 Class Members, and is defined as follows:

16  
17 “Class Members” shall mean all current and former employees of  
18 Defendant, who worked in California during the Class Period and who  
19 were classified as non-exempt from overtime pay, excluding  
20 Defendant, its owners, directors, officers, executives, and all  
21 management personnel whose responsibility it was to maintain and/or  
22 enforce the policies, procedures, customs and/or business practices  
23 complained of in the Action.

24 Additionally, a Subclass is formed to represent all members of the  
25 foregoing Class whose employment with Defendant terminated during  
26 the Class Period.

27 As used hereinabove, the term “Class Period” means the time frame  
28 commencing four years prior to the date the original Complaint in this action  
was filed, *i.e.*, July 9, 2010, and continuing until the date of preliminary  
approval.

1           7.     As previously ordered in the Court’s Preliminary Approval Order dated  
2 August 11, 2017, the Court appoints as Class Counsel the following attorneys:  
3 Stanley D. Saltzman and Stephen P. O’Dell of Marlin & Saltzman, LLP, 29800  
4 Agoura Road, Suite 210, Agoura Hills, California 91301.

5           8.     The Court approves the payment of attorneys’ fees in the amount of  
6 \$3,540,000.00 (equal to 29.5%) to Class Counsel, which shall be paid from, and not  
7 in addition to, the Total Class Action Settlement Amount.

8           9.     The Court approves the payment of attorneys’ costs in the amount of  
9 \$10,797.00 to Class Counsel, which shall be paid from, and not in addition to, the  
10 Total Class Action Settlement Amount.

11          10.    The Court approves a payment in the amount of \$37,500.00 to the  
12 California Labor & Workforce Development Agency, representing the State of  
13 California’s portion of civil penalties under the Private Attorneys General Act, which  
14 shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

15          11.    The Court approves the payment of reasonable claims administration  
16 costs to the Claims Administrator, CPT Group, Inc., in the amount of \$200,000.00,  
17 which shall be paid from, and not in addition to, the Total Class Action Settlement  
18 Amount.

19          12.    The Court approves enhancement awards to Plaintiff and class  
20 representative Mayra Casas in the amount of \$10,000.00 and to Plaintiff and class  
21 representative Julio Fernandez in the amount of \$9,000.00, which amounts shall be  
22 paid from, and not in addition to, the Total Class Action Settlement Amount.

23          13.    The Court hereby dismisses this Action with prejudice. Without  
24 affecting the finality of this Final Order and Judgment, the Court reserves exclusive  
25 and continuing jurisdiction over the Action; plaintiffs Mayra Casas and Julio  
26 Fernandez; the Class; and Defendant for the purposes of: **(a)** supervising the  
27 implementation, enforcement, construction, and interpretation of the Stipulation and  
28 the First Addendum thereto, the Preliminary Approval Order, the distribution of the

1 Total Class Action Settlement Amount, and the Final Order and Judgment; and (b)  
2 hearing and determining the application by Class Counsel for an award of attorneys'  
3 fees, costs, and expenses, which hearings shall take place concurrently with the  
4 hearing for this Final Order and Judgment.

5 14. Upon entry of this Final Order and Judgment, and by operation of this  
6 Final Order and Judgment, the claims in this Action of each Class Member against  
7 Defendant, and against any and all of the Released Parties (as defined in the  
8 Stipulation), are fully, finally, and forever released, relinquished, and discharged  
9 pursuant to the terms of the Stipulation and the First Addendum thereto.

10 15. Each member of the Class is bound by this Final Order and Judgment,  
11 including, without limitation, the release of claims as set forth in the Stipulation and  
12 the First Addendum thereto.

13 16. This Final Order and Judgment and the Stipulation and the First  
14 Addendum thereto, and all papers related thereto, are not, and shall not be construed  
15 to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever,  
16 and shall not be offered as evidence of any such liability, claim, or wrongdoing in  
17 this Action or in any other proceeding.

18 17. In the event that the Settlement does not become effective in accordance  
19 with the terms of the Stipulation, then this Final Order and Judgment shall be  
20 rendered null and void to the extent provided by and in accordance with the  
21 Stipulation and shall be vacated, and, in such event, all orders entered and releases  
22 delivered in connection herewith shall be null and void to the extent provided by and  
23 in accordance with the Stipulation, and each party shall retain his, her or its rights to  
24 proceed with litigation of the Action.

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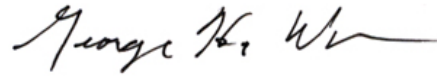
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1           18. The Court finds that there is no just reason for delay of entry of this  
2 Final Order and Judgment and hereby directs its entry.

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4           **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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7 DATED: November 21, 2017



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8 Hon. George H. Wu  
9 United States District Judge

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