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SACRAMENTO COURTS
DEPT. #53

1 Torey Joseph Favarote (State Bar No. 198521)
2 Rina Restaino (State Bar No. 285415)
3 **GLEASON & FAVAROTE LLP**
4 4014 Long Beach Boulevard, Suite 300
5 Long Beach, California 90807
6 Telephone: (213) 452-0510
7 Facsimile: (213) 452-0514
8 Email: tfavarote@gleasonfavarote.com

9 Joseph R. Becerra (State Bar No. 210709)
10 **BECERRA LAW FIRM**
11 4014 Long Beach Boulevard, Suite 300
12 Long Beach, California 90807
13 Telephone: (213) 542-8501
14 Facsimile: (213) 542-5556
15 Email: jbecerra@jrbecerralaw.com

16 Attorneys for Plaintiff Nathan Pulley
17 and the putative class

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF SACRAMENTO**

20 NATHAN PULLEY, on behalf of himself
21 and all others similarly situated,

22 Plaintiff,

23 vs.

24 STEIN MART, INC., a Florida corporation,
25 and DOES 1 through 10, inclusive,

26 Defendant.

) Case No. 34-2015-00186167
) ~~PROPOSED~~ **ORDER AND JUDGMENT**
) **GRANTING MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT, CLASS**
) **REPRESENTATIVE ENHANCEMENT**
) **AND REQUEST FOR ATTORNEYS' FEES**
) **AND COSTS**

) Date: May 5, 2017
) Time: 2:00 p.m.
) Dept: 53
) Judge: Hon. David I. Brown

) [Filed concurrently with Notice of Motion and
) Memorandum of Points and Authorities in
) Support of Motion for Final Approval of Class
) Action Settlement, Class Representative
) Enhancement and Request for Attorney's Fees
) and Costs; Declaration of Torey Joseph
) Favarote; Declaration of Joseph Becerra;
) Declaration of Nathan Pulley; and Declaration
) of Nicole Bench]

Action Filed: October 29, 2015

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ORDER & JUDGMENT

The motion of Representative Plaintiff Nathan Pulley (“Plaintiff”) for an order granting final approval of class action settlement came on for hearing in Department 53 of this Court on May 5, 2017 at 2:00 p.m. This is a wage and hour class action brought against Stein Mart, Inc. (hereinafter referred to as “Defendant”). Class Representative Nathan Pulley alleges that Defendant systematically misclassified all of its California Assistant Store Managers (“ASM”) as exempt which resulted in the failure to pay overtime wages due to its California ASMs, failed to provide its ASMs with legally adequate meal periods and rest breaks, failed to timely pay all wages due at the time of termination, and failed to provide legally adequate itemized wage statements.

The Court, having read the papers filed with regard to Plaintiff’s motion for final approval of class action settlement and hearing argument regarding that motion on May 5, 2017, hereby **FINDS, ORDERS AND ADJUDGES:**

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the class members.

2. The Court finds that the settlement agreement was entered into in good faith, is a product of arm’s-length negotiations between the parties and that the terms of the settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

3. The settlement agreement is therefore finally approved. The settlement agreement and the amendments are incorporated herein.

a. All class members will be paid in this fashion: (1) all class members will receive their individual payment of approximately \$106.49 per week while working as an ASM for the Defendant during the class period.

b. Class Counsel shall be awarded attorneys’ fees in the amount of \$233,333.33 and costs in the amount of \$3,000.00.

- 1 c. Named Plaintiff Nathan Pulley shall be granted an incentive award of
2 \$12,500.00.
- 3 d. The claims administrator, ILYM Group, Inc., shall be granted payment in
4 the amount of \$6,033.44 for its fees and services.
- 5 e. Defendants to fund the settlement by sending payment to ILYM Group, Inc.
6 within 5 business days of the date this Order is signed by the Court.

7 4. The Court orders the parties to the settlement agreement to perform forthwith each
8 of their obligations as set forth according to its terms.

9 5. Class Counsel has used its best efforts to locate class members and to provide them
10 with notice that fully and accurately informed class members of all material elements of the
11 proposed settlement. Such notice constitutes valid, due and sufficient notice to all members of the
12 class.

13 6. No objections to the settlement have been filed. No member of the class has opted
14 out of the settlement. Accordingly, the Court adjudges that Plaintiff and the members of the class
15 as defined in the Joint Stipulation of Settlement and any amendments thereto who have not
16 otherwise opted out are conclusively deemed to have released and discharged Defendant and the
17 released parties from any and all settled claims as defined in the Joint Stipulation of Settlement and
18 any amendments thereto. The Court bars and permanently enjoins Plaintiff and the members of the
19 class from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims
20 which any class member had or has to the extent provided in the settlement agreement.

21 7. The Defendant is hereby directed to fund the settlement as provided by the
22 settlement agreement to the claims administrator.

23 8. The Parties are ordered to give notice of this judgment (Judgment) to all class
24 members in accordance with California Rule of Court 3.771(b) by posting a copy of this Order on
25 the Class Counsel's website.

26 9. Without affecting the finality of this Order or final Judgment in any way, the Court
27 retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and
28 enforcement of the settlement agreement pursuant to further orders of the Superior Court until each


1 and every act agreed to be performed by the parties hereto shall have been performed pursuant to
2 the settlement agreement; (2) any other action necessary to conclude this settlement and to
3 implement the settlement agreement; and (3) the enforcement, construction, and interpretation of
4 the settlement agreement.

5 10. Neither this Order nor the settlement agreement on which it is based are an
6 admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is
7 not a finding of the validity or invalidity of any claims in this action or a determination of any
8 wrongdoing by any party. The final approval of the Parties' settlement will not constitute any
9 opinion, position, or determination of this Court, one way or the other, as to the merits of the
10 claims or defenses of any party.

11 11. This Judgment is intended to be a final disposition of the above-captioned action in
12 its entirety, and it is intended to be immediately appealable.

13 IT IS SO ORDERED.

14 Dated: MAY - 5 2017


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16 Hon. David I. Brown
17 Judge of the Superior Court
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1 **PROOF OF SERVICE**

2 I, Thomas Steinhart, declare:

3 I am and was at the time of the service mentioned in this declaration, employed in the
4 County of Los Angeles, California. I am over the age of 18 years and not a party to the within
5 action. My business address is Gleason & Favarote, LLP, 4014 Long Beach Blvd., Suite 300,
6 Long Beach, CA 90807.

7 On April 6, 2017, I served a copy(ies) of the following document(s):

8 **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL**
9 **APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE**
10 **ENHANCEMENT AND REQUEST FOR ATTORNEYS' FEES AND COSTS**

11 on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

12 Attorney	Party(ies) Served	Method of Service
13 Leonard V. Feigel, Esq. 14 Archana R. Acharya, Esq. 15 FOLEY & LARDNER LLP 16 555 S. Flower St., Suite 3500 17 Los Angeles, CA 90071-2411 18 Tel: (213) 972-4500 19 Fax: (213) 486-0065 20 lfeigel@foley.com 21 aacharya@foley.com	Counsel for Defendant Stein Mart, Inc.	By Hand

22 [BY MAIL] I placed the sealed envelope(s) for collection and mailing by following the
23 ordinary business practice of Gleason & Favarote, LLP, Long Beach, California. I am
24 readily familiar with Gleason & Favarote, LLP's practice for collecting and processing
25 of correspondence for mailing with the United States Postal Service, said practice being
26 that, in the ordinary course of business, correspondence with postage fully prepaid is
27 deposited with the United States Postal Service the same day as it is placed for
28 collection.

[BY OVERNIGHT COURIER] I caused the sealed envelope(s) to be delivered by a
commercial courier service for overnight delivery to the offices of the addressee(s).

[BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the
service list to be delivered by Ace Attorney Service, Inc. this date.

[BY ELECTRONIC TRANSMISSION] I caused said document to be sent by
electronic transmission to the e-mail address indicated for the party(ies) listed above.

I declare under penalty of perjury under the laws of the State of California that the above is
true and correct, and that this declaration was executed on April 6, 2017, at Long Beach,
California.

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Thomas Steinhart