

1 This matter came on for hearing ~~on July 27, 2023 at 9:30 a.m.~~, in Department 72 of the
2 above-entitled court located at Stanley Mosk Courthouse, 111 N Hill St, Los Angeles, CA 90012
3 regarding Plaintiff’s Notice of Motion and Motion for Final Approval of Class Action Settlement.

4 On February 23, 2023, the Court granted Plaintiff’s Motion for Preliminary Approval of
5 Class Action Settlement (“Order Granting Preliminary Approval”), thereby preliminarily
6 approving the settlement of the above-captioned Action in accordance with Joint Stipulation of
7 Settlement and Release of Class Action (“Agreement”), which, together with the exhibits attached
8 thereto, sets forth the terms and conditions for settlement and judgment of the Action.

9 Having fully reviewed and considered the moving papers, and having analyzed Agreement
10 between Plaintiff Alison Andrade (“Plaintiff”) Defendant URBAN OUTFITTERS, INC
11 (“Defendant”), attached as Exhibit “A” to the Declaration of Daniel Bass, **THIS COURT**
12 **HEREBY MAKES THE FOLLOWING ORDERS:**

13 1. All defined terms contained herein shall have the same meanings as those set forth
14 in the Agreement.

15 2. This Court has jurisdiction over the claims of the Class Members asserted in this
16 proceeding and over all parties to the Action.

17 3. The Court finds that the applicable requirements of California Code of Civil
18 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
19 respect to the Class and the settlement. The Court hereby makes final its earlier provisional
20 certification of the class for settlement purposes, as set forth in the Order Granting Preliminary
21 Approval.

22 4. For purposes of final approval of settlement, Plaintiff is further appointed as Class
23 Representative, and Ronald W. Makarem, Cameron Stewart, and Daniel J. Bass of Makarem &
24 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) are appointed as Class Counsel.

25 5. The Notice given to Class Members informed Class Members of all material
26 elements of the settlement and of their opportunity to object to or to seek exclusion from the
27 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
28 notice to all Class Members; and complied fully with the laws of the state of California, the United

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1 States Constitution, due process and other applicable law. The Notice fairly and adequately
2 described the terms of the settlement and provided Class Members adequate instructions and a
3 variety of means to obtain additional information regarding the settlement.

4 6. Pursuant to California law, the Court hereby grants final approval to the settlement
5 and finds it fair, reasonable and adequate, and in the best interests of the Class as a whole. More
6 specifically, the Court finds that the settlement was reached following meaningful discovery and
7 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,
8 adversarial, and arm's-length negotiations between the parties; and that the terms of the settlement
9 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
10 evidence presented, including evidence regarding the strength of Plaintiff's case; the risks,
11 expenses, and complexity of the claims presented; the likely duration of further litigation; the
12 amount offered in the settlement; the extent of investigation and discovery completed; and the
13 experience and views of Class Counsel. Further, the Court has considered the lack of objections
14 from the settlement by Class Members. Accordingly, the Court hereby directs that the settlement
15 be affected in accordance with the Agreement, and the following terms and conditions.

16 7. A full opportunity has been afforded to the Class Members to participate in this
17 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
18 Members also have had a full and fair opportunity to exclude themselves from the settlement and
19 Class. Accordingly, the Court determines that all Class Members who did not timely request
20 exclusion from the settlement are bound by this Order and Judgment.

21 8. It is hereby ordered that within 14 days after the Effective Date, Defendant will
22 provide payment of the Maximum Settlement Amount to the Settlement Administrator to fund the
23 QSF to be created by the Settlement Administrator, in addition to Defendant's share of employer
24 payroll taxes for the payments reportable on IRS Form W-2. Within 30 days after the Effective
25 Date, the Settlement Administrator shall distribute and pay Class Settlement Payment checks to
26 all Settlement Class Members, pay the Class Representative her Service Enhancement payment,
27 issue a check to the LWDA for the LWDA PAGA Penalty Amount, issue checks to the PAGA
28 Members for their individual PAGA Group Payments, and pay Class Counsel's attorneys' fees

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1 and costs. The Settlement Administrator shall also pay the employer share of taxes owed to the
2 appropriate tax authorities.

3 9. Settlement Class Members who are sent Class Settlement Payments and PAGA
4 Members who are sent PAGA Group Payments will have 90 calendar days after mailing by the
5 Settlement Administrator to cash settlement checks and will be so advised of such deadline. If such
6 Settlement Class Members and/or PAGA Members do not cash their checks within that period,
7 those checks will become void and a stop payment will be placed on the uncashed checks. Within
8 thirty (30) days after the expiration date of the settlement checks, the Settlement Administrator
9 shall provide to Class Counsel and Urban's Counsel a verification/declaration signed under penalty
10 of perjury that it has mailed the settlement checks to Settlement Class Members and/or PAGA
11 Members, and if uncashed, that such amounts have been sent to the Controller of the State of
12 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
13 Section 1500, et seq. in the name of the Settlement Class Member and/or PAGA Member to whom
14 the uncashed check was addressed, for the benefit of those Settlement Class Members and/or
15 PAGA Members who did not cash their checks until such time as they claim their property.

16 10. It is hereby ordered that the Settlement Administrator, CPT Group, Inc. shall issue
17 payment to itself in the amount of \$27,750 for the services performed and costs incurred in the
18 administration of the settlement in accordance with the Agreement and the terms and conditions
19 of this Order.

20 11. The Court finds that the Class Representative Payment sought is fair and reasonable
21 for the work performed by named Plaintiff on behalf of the Class. It is hereby ordered that the
22 Settlement Administrator issue a service payment in the total amount of \$15,000 to Plaintiff Alison
23 Andrade.

24 12. The Court finds Class Counsel's request for attorneys' fees in the amount of
25 \$875,000 falls within the range of reasonableness, and the result achieved justifies the award
26 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
27 hereby ordered that the Settlement Administrator issue payment to Class Counsel of \$875,000.00
28 to Makarem & Associates, APLC for attorneys' fees.

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1 13. The Court finds that Class Counsel’s request for litigation costs in the amount of
2 \$17,284.79 is reasonable, and is hereby approved. It is hereby ordered that the Settlement
3 Administrator issue payment to Class Counsel of \$17,284.79 to Makarem & Associates, APLC
4 for reimbursement of litigation costs.

5 14. With this final approval of the settlement, the Court hereby enters judgment by
6 which, as of the Effective Date - defined in the Settlement Agreement- all Class Members will
7 release any and all claims, obligations, demands, rights, causes of action, and liabilities against
8 Urban Releasees, whether in law or equity, that have been asserted or that could have been
9 asserted in the Complaint, the First Amended Complaint, the Second Amended Complaint, and
10 any amendments thereto; or that could have been asserted in the Complaint, the First Amended
11 Complaint, the Second Amended Complaint, and any amendments thereto, based on the facts,
12 claims and/or allegations pled therein. Released Class Claims include, but are not limited to,
13 claims for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct
14 rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide meal
15 periods, failure to provide rest periods, failure to pay premiums at the correct rate of pay, failure
16 to timely pay final wages and wages earned during employment, failure to provide accurate,
17 itemized wage statements, and failure to maintain accurate and complete records, and includes all
18 claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or all
19 penalties under the California Labor Code and California’s Wage Orders, and claims derivative
20 and/or related to those claims, including those under the California Business & Professions Code
21 and PAGA related to released claims, from June 28, 2019 through August 31, 2022.

22 15. Additionally the Court hereby enters judgment by which, as of the Effective Date -
23 defined in the Settlement Agreement- All PAGA Members will release any and all claims,
24 obligations, demands, rights, causes of action, and liabilities against Urban Releasees, under
25 PAGA that have been asserted or that could have been asserted in the Complaint, the First
26 Amended Complaint, the Second Amended Complaint, the PAGA letter to the LWDA, and any
27 amendments thereto; or that could have been asserted in the Complaint, the First Amended
28 Complaint, the Second Amended Complaint, and any amendments thereto, based on the facts,

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1 claims and/or allegations pled therein. Released PAGA Claims include, but are not limited to,
2 claims for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct
3 rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide meal
4 periods, failure to provide rest periods, failure to pay premiums at the correct rate of pay, failure
5 to timely pay final wages and wages earned during employment, failure to provide accurate,
6 itemized wage statements, and failure to maintain accurate and complete records and includes all
7 such claims from June 28, 2019 through August 31, 2022.

8 15. In addition to the release of Released Claims against the Released Parties made by
9 all Participating Class Members, as set forth above, Plaintiff, in her individual capacity and in
10 accepting the consideration of the Service Enhancement awarded, Plaintiff further will make a
11 general release (the “General Release”) on behalf of herself and her heirs, executors,
12 administrators, representatives, successors and assigns, of the Urban Releasees, to the full extent
13 permitted by law, of and from any and all claims, obligations, demands, actions, rights, causes of
14 action, and liabilities against the Urban Releasees, whether or not acting in the course and scope
15 of employment, and all persons acting by, through, under, or in concert with any of them, of any
16 and every kind, nature and character whatsoever, known or unknown, suspected or unsuspected,
17 whether based on a tort, contract, statute, or any other theory of recovery, and whether for
18 compensatory or punitive damages which Plaintiff had at any time heretofore or claimed to have
19 or which Plaintiff may have or claims to have regarding events that have occurred relating to any
20 work performed for the Urban Releasees as of the Preliminary Approval Date. This includes all of
21 Plaintiff’s claims against the Urban Releasees related to or arising out of Plaintiff’s employment
22 with the Urban Releasees, and/or the cessation of employment or purported employment
23 therefrom. These claims expressly include, but are not limited to, those arising under the
24 Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.), the Employee Retirement
25 Income Security Act (29 U.S.C. § 1000, et seq.), the Family and Medical Leave Act, the Fair
26 Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201 et seq.), the Lily Ledbetter Act, Title VII of the
27 Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.), the California Family Rights Act, California
28 Equal Pay Law, California Whistleblower Protection Laws, California Pregnancy Disability

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1 Leave Law, the California Fair Employment and Housing Act (Cal. Government Code § 12900,
2 et seq.), and any and all claims related to the following: unpaid wages; unpaid overtime; failure to
3 pay all compensation on termination of employment; missed meal periods; missed rest periods;
4 reimbursement of expenses; inaccurate wage statements; deductions and/or chargebacks from
5 wages; any alleged violations of the California Labor Code; any alleged violations of applicable
6 federal law including, but not limited to, the FLSA; any alleged violation of and/or any remedy
7 provided by the California Civil Code and/or the California Code of Civil Procedure including,
8 but not limited to, section 1021.5; any claims for penalties under the California Labor Code
9 and/or the California Private Attorneys General Act, California Labor Code section 2698 et seq.
10 (“PAGA”); any and all claims for relief under California Business and Professions Code section
11 17200 et seq., including any and all claims for injunctive relief; and any and all other claims for
12 relief, including any associated prayers for compensatory damages, indemnification, injunctive
13 relief, punitive damages, liquidated damages, penalties, interest, attorneys’ fees or costs; any
14 claims arising under the California Constitution; and any of Plaintiff’s claims or allegations that
15 Urban Releasees deprived Plaintiff of any pay or other benefits or legal protections to which
16 Plaintiff alleges Plaintiff is or was entitled. The Plaintiff and Urban Releasees intend for this
17 definition to be all encompassing and to act as a full and total release of any of Plaintiff’s claims
18 that Plaintiff may legally waive or release against Urban Releasees arising from any work
19 Plaintiff performed for Urban Releasees, whether specifically enumerated herein or not, that the
20 Plaintiff might have or had, that exists or ever has existed on or to the Preliminary Approval Date.
21 Plaintiff’s General Release also includes the waiver of any right to bring, maintain, or participate
22 in a class, collective, or representative action against the Urban Releasees to the maximum extent
23 permitted by law. Plaintiff’s General Release, however, shall not constitute a release of any
24 claims that may not lawfully be waived; further, Plaintiff does not waive any right to file an
25 administrative charge with the Equal Employment Opportunity Commission (“EEOC”) or the
26 National Labor Relations Board (“NLRB”), subject to the confidentiality provisions of the
27 Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or
28 accept, any monetary award, recovery or settlement therefrom and understands that such

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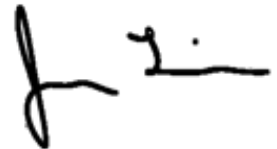
1 limitation does not in any way restrict her ability to file and pursue such charge consistent with
2 the confidentiality obligations set forth in this Settlement Agreement; and further, Plaintiff does
3 not waive any rights with respect to, or release Urban Releasees from, any claims for
4 unemployment insurance.

5 16. After entry of this Order and Judgment, pursuant to California Rules of Court,
6 Rule 3.769(h), the Court shall retain continuing jurisdiction solely for purposes of addressing: (i)
7 the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration
8 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set
9 forth in this Agreement. The Parties, Class Counsel and Defense Counsel submit to the
10 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
11 embodied in this Stipulation of Settlement and all orders and judgments entered in connection
12 therewith.

13 17. The Court sets a Final Compliance Hearing on 11/09/2023, ~~2023~~ at 11:00 a.m. in
14 Department 72 of the above-entitled court for review and approval of a final compliance status
15 report due no later than five (5) court days in advance of the compliance hearing.
16

17 **IT IS SO ORDERED.**

18
19 Dated: 09/27/2023, ~~2023~~



Joseph Lipner / Judge
Honorable Judge of the Superior Court