

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MAKAREM & ASSOCIATES, APLC**  
Ronald W. Makarem, Esq. (SBN 180442)  
makarem@law-rm.com  
Cameron Stewart, Esq. (SBN 140300)  
stewart@law-rm.com  
Daniel J. Bass, Esq. (SBN 287466)  
bass@law-rm.com  
11601 Wilshire Blvd., Suite 2440  
Los Angeles, CA 90025-2440  
Tel.: (310) 312-0299  
Fax: (310) 312-0296

Attorneys for Plaintiff ALISON ANDRADE  
individually and on behalf of all others similarly  
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ALISON ANDRADE, an individual,

Plaintiff,

vs.

URBAN OUTFITTERS, INC., and DOES 1-  
20, inclusive;

Defendants.

CASE NO. 20STCV33377

~~AMENDED [PROPOSED]~~ ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT

*[Filed Concurrently With Motion For  
Preliminary Approval and Supporting  
Declaration]*

Date: February 23, 2023

Time: 8:30 a.m.

Division: 72

**FILED**  
Superior Court of California  
County of Los Angeles  
**02/23/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: F. Rojas Deputy

1 This matter came on for hearing on February 23, 2023, in the above-entitled court, on the  
2 Motion for Preliminary Approval of Class Action Settlement and the Parties' Joint Stipulation  
3 regarding the Amendment to the Settlement Agreement. Having fully reviewed and considered  
4 the moving papers, and having analyzed the Joint Stipulation of Class Action and Representative  
5 Action Settlement and Release ("Settlement Agreement") between Plaintiff ALISON  
6 ANDRADE ("Plaintiff") and Defendant Urban Outfitters, Inc. ("Urban" or "Defendant")  
7 (collectively "Parties"), attached to the Declaration of Daniel J. Bass as Exhibit "1" and  
8 incorporated by reference in full and made a part of this Order, the Court **GRANTS** Plaintiff's  
9 Motion for Preliminary Approval of Class Action Settlement and the Joint Stipulation regarding  
10 the Amendment to the Settlement Agreement.

11 **THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:**

12 1. Pursuant to the Parties' Joint Stipulation Regarding the Amendment to the  
13 Settlement Agreement, Paragraph 84 of the Settlement Agreement is amended to replace the  
14 citation to the Unclaimed Property Law as follows: "California Civil Code § 1500, *et seq.*" shall  
15 be replaced with "California Code of Civil Procedure § 1500, *et seq.*"

16 2. Pursuant to the Parties' Joint Stipulation Regarding the Amendment to the  
17 Settlement Agreement, the amended proposed Class Notice of Settlement shall replace the original  
18 proposed Class Notice, attached as Exhibit "A" to the Settlement Agreement.

19 3. This Court hereby preliminarily finds the proposed settlement as set forth in the  
20 Settlement Agreement appears fair, reasonable, and adequate, and accordingly, the Court  
21 preliminarily approves and incorporates the Settlement Agreement.

22 4. All defined terms contained herein shall have the same meanings as those set forth  
23 in the Settlement Agreement.

24 5. The Class Notice, attached as Exhibit "A" to Exhibit "1" of the Declaration of  
25 Daniel J. Bass, is hereby approved. The Second Amended Complaint attached as Exhibit "B" to  
26 Exhibit "1" of the Declaration of Daniel J. Bass, is hereby filed and served as of the date of the  
27 signing of this order.  
28

1           6.       The Court finds that the distribution of the Class Notice in the manner set forth in  
2 the Settlement Agreement substantially meets the requirements of California law and due process,  
3 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice  
4 to all persons entitled thereto.

5           7.       Solely for the purposes of the proposed settlement, the following class is hereby  
6 provisionally certified pursuant to the Settlement Agreement’s terms and conditions and pursuant  
7 to California Code of Civil Procedure section 382 as follows:

8                   The “Class” means all individuals employed by Urban as non-  
9 exempt employees who worked at an Urban Outfitters retail store in  
10 California between June 28, 2019 and the earlier of the Preliminary  
11 Approval Date or August 31, 2022.

12           8.       Solely for the purposes of the proposed settlement, the Court does hereby  
13 preliminarily approve Ronald W. Makarem, Cameron Stewart, and Daniel J. Bass of Makarem &  
14 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.

15           9.       Solely for the purposes of the proposed settlement, the Court does hereby  
16 preliminarily approve Plaintiff Alison Andrade as Class Representative.

17           10.      Solely for the purposes of the proposed settlement, the Court does hereby  
18 preliminarily approve of and appoint CPT Group, Inc. (“CPT”), as the Parties' Settlement  
19 Administrator, and approves of settlement administration costs of up to \$ 30,000.

20           11.      The Court finds that the section of the Settlement Agreement regarding the  
21 disposition of uncashed checks complies with California Code of Civil Procedure Sections 382.4  
22 and 384 by providing that any unclaimed settlement funds (settlement checks that expire) shall be  
23 sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law,  
24 ~~California Civil Code~~ <sup>ÖÖÚ</sup> Section 1500, *et seq.* in the name of the Settlement Class Member and/or  
25 PAGA Member to whom the uncashed check was addressed, for the benefit of those Settlement  
26 Class Members and/or PAGA Members who did not cash their checks until such time as they claim  
27 their property.  
28

1 12. A final fairness hearing (the "Final Approval Hearing") shall be set on  
2 \_\_\_\_\_, 2023, in Department 72 of this Court, to review the notice process and  
3 objections, if any, and to determine whether the proposed settlement on the terms and conditions  
4 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved  
5 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered  
6 into; and to determine the amount of attorneys' fees and costs that should be awarded to Class  
7 Counsel and the amount of the Service Enhancement that should be awarded to the Representative  
8 Plaintiff.

9 13. The Settlement Administrator shall supervise and administer the notice procedure  
10 pursuant to the terms of the Settlement Agreement.

- 11 a. Within 21 days after the Preliminary Approval Date, Defendant shall provide  
12 the Settlement Administrator the Class Member information, including  
13 name(s), last known residence addresses, Social Security numbers, and dates  
14 worked for Covered Class Workweeks.
- 15 b. Within 30 days after receipt of Class Member data from Urban, the Settlement  
16 Administrator is to complete any skip trace or other address searched for Class  
17 Members, including updating any contact information and to mail Class Notice  
18 to Class Members.
- 19 c. Within 5 business days before mailing the Class Notice the Settlement  
20 Administrator shall provide Urban's Counsel with estimated Class Settlement  
21 Payments to each Class Member and PAGA Group Payments to each PAGA  
22 Member.
- 23 d. The Claims Period shall mean the period of forty-five (45) days following the  
24 mailing of the Class Notice by the Settlement Administrator. If the 45th day  
25 falls on a Sunday or holiday, the Claims Period shall end on the next business  
26 day that is not a Sunday or holiday.

27 14. Class Members who wish to "opt out" of and be excluded from the non-PAGA  
28 portion of this settlement must submit a written Request for Exclusion from the Settlement in the

1 manner set forth in the Class Notice and bearing a post-mark from a date within the Claims Period.  
2 The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the  
3 Class Member desires to exclude himself or herself from the case; and (c) the last four digits of  
4 the Class Member's social security number.

5 15. Only Settlement Class Members who do not opt out of the Settlement may object  
6 to the non-PAGA portion of the Settlement. Class Members who opt-out of the Settlement and  
7 PAGA Members are not eligible to object. Any Settlement Class Member who wishes to object  
8 to the non-PAGA portion of the Settlement must send a written objection to the Settlement  
9 Administrator no later than forty-five (45) days after the mailing of the Class Notice . The written  
10 objection must: (a) include the Class Member's name, address, telephone number, and last four  
11 digits of their social security number; (b) state the case name and number; (c) state the specific  
12 reason for the objection including any legal support; (d) state whether the Class Member or  
13 someone on their behalf intends to appear at the final approval hearing; and (e) contain the Class  
14 Member's signature.

15 16. The Court's preliminary approval of the Settlement Agreement is not to be deemed  
16 an admission of liability or fault by Defendant, or a finding as to the validity of any claims or  
17 defenses asserted in the action.

18 17. The Court reserves the right to adjourn the date of the Final Approval Hearing  
19 without further notice to the Class Members, and it will retain jurisdiction to consider all further  
20 applications arising out of or connected with the proposed Settlement.

21 **IT IS SO ORDERED.**



22 *Curtis A. Kin*

23 Dated: \_\_\_\_\_ 08/18/23, 2023

24 Curtis A. Kin / Judge

25 Judge of the Superior Court

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

□