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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

**PROPOSED ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

Reservation ID: 666680054523

Date: January 31, 2023
Time: 8:30 a.m.
Division: 72

1 This matter came on for hearing on January 31, 2023, in the above-entitled court, on the
2 Motion for Preliminary Approval of Class Action Settlement. Having fully reviewed and
3 considered the moving papers, and having analyzed the Joint Stipulation of Class Action and
4 Representative Action Settlement and Release (“Settlement Agreement”) between Plaintiff
5 ALISON ANDRADE (“Plaintiff”) and Defendant Urban Outfitters, Inc. (“Urban” or
6 “Defendant”) (collectively “Parties”), attached to the Declaration of Daniel J. Bass as Exhibit
7 “1” and incorporated by reference in full and made a part of this Order, the Court **GRANTS**
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

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

10 1. This Court hereby preliminarily finds the proposed settlement as set forth in the
11 Settlement Agreement appears fair, reasonable, and adequate, and accordingly, the Court
12 preliminarily approves and incorporates the Settlement Agreement.

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

15 3. The Class Notice, attached as Exhibit “A” to Exhibit “1” of the Declaration of
16 Daniel J. Bass, is hereby approved. The Second Amended Complaint attached as Exhibit “B” to
17 Exhibit “1” of the Declaration of Daniel J. Bass, is hereby filed and served as of the date of the
18 signing of this order.

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

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

26 The “Class” means all individuals employed by Urban as non-
27 exempt employees who worked at an Urban Outfitters retail store in
28

1 California between June 28, 2019 and the earlier of the Preliminary
2 Approval Date or August 31, 2022.

3 6. Solely for the purposes of the proposed settlement, the Court does hereby
4 preliminarily approve Ronald W. Makarem, Cameron Stewart, and Daniel J. Bass of Makarem &
5 Associates, APLC ("Plaintiff's Counsel or Class Counsel") as Class Counsel.

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

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

11 9. The Court finds that the section of the Settlement Agreement regarding the
12 disposition of uncashed checks complies with California Code of Civil Procedure Sections 382.4
13 and 384 by providing that any unclaimed settlement funds (settlement checks that expire) shall be
14 sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
15 California Civil Code Section 1500, *et seq.* in the name of the Settlement Class Member and/or
16 PAGA Member to whom the uncashed check was addressed, for the benefit of those Settlement
17 Class Members and/or PAGA Members who did not cash their checks until such time as they claim
18 their property.

19 10. A final fairness hearing (the "Final Approval Hearing") shall be set on
20 _____, 2023, in Department 72 of this Court, to review the notice process and
21 objections, if any, and to determine whether the proposed settlement on the terms and conditions
22 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved
23 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered
24 into; and to determine the amount of attorneys' fees and costs that should be awarded to Class
25 Counsel and the amount of the Service Enhancement that should be awarded to the Representative
26 Plaintiff.
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1 11. The Settlement Administrator shall supervise and administer the notice procedure
2 pursuant to the terms of the Settlement Agreement.

3 a. Within 21 days after the Preliminary Approval Date, Defendant shall provide
4 the Settlement Administrator the Class Member information, including
5 name(s), last known residence addresses, Social Security numbers, and dates
6 worked for Covered Class Workweeks.

7 b. Within 30 days after receipt of Class Member data from Urban, the Settlement
8 Administrator is to complete any skip trace or other address searched for Class
9 Members, including updating any contact information and to mail Class Notice
10 to Class Members.

11 c. Within 5 business days before mailing the Class Notice the Settlement
12 Administrator shall provide Urban's Counsel with estimated Class Settlement
13 Payments to each Class Member and PAGA Group Payments to each PAGA
14 Member.

15 d. The Claims Period shall mean the period of forty-five (45) days following the
16 mailing of the Class Notice by the Settlement Administrator. If the 45th day
17 falls on a Sunday or holiday, the Claims Period shall end on the next business
18 day that is not a Sunday or holiday.

19 12. Class Members who wish to "opt out" of and be excluded from the non-PAGA
20 portion of this settlement must submit a written Request for Exclusion from the Settlement in the
21 manner set forth in the Class Notice and bearing a post-mark from a date within the Claims Period.
22 The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the
23 Class Member desires to exclude himself or herself from the case; and (c) the last four digits of
24 the Class Member's social security number.

25 13. Only Settlement Class Members who do not opt out of the Settlement may object
26 to the non-PAGA portion of the Settlement. Class Members who opt-out of the Settlement and
27 PAGA Members are not eligible to object. Any Settlement Class Member who wishes to object
28 to the non-PAGA portion of the Settlement must send a written objection to the Settlement

1 Administrator no later than forty-five (45) days after the mailing of the Class Notice . The written
2 objection must: (a) include the Class Member's name, address, telephone number, and last four
3 digits of their social security number; (b) state the case name and number; (c) state the specific
4 reason for the objection including any legal support; (d) state whether the Class Member of
5 someone on their behalf intends to appear at the final approval hearing; and (e) contain the Class
6 Member's signature.

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

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

13 **IT IS SO ORDERED.**

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15 Dated: _____, 2023

Judge of the Superior Court

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