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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

17 KERRY WHITE, individually and on behalf
18 of a class of others similarly situated,

19 Plaintiff,

20 v.

21 HOLLISTER CO., an Ohio corporation,

22 Defendant.

CASE NO. BC444368

Assigned for all purposes to
the Honorable ~~Mary H. Strobel~~ **MARC MARMARO**

**[REDACTED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT AND
RELATED MATTERS**

Hearing held: July 14, 2014

FILED
Superior Court of California
County of Los Angeles

JUL 14 2014

Sherril R. Carter, Executive Officer/Clerk
By Daisy Beltran Deputy
Daisy Beltran

REC'D

JUL 16 2014
FILING WINDOW

1 The Parties have jointly moved the Court for an Order (1) preliminarily approving the
2 Settlement; (2) directing distribution of Notice to the Class; and (3) setting a hearing date for final
3 approval of the settlement.

4 This Court, having fully considered the Notice of Motion and Motion, the memorandum
5 of points and authorities in support thereof, the declarations in support thereof, the Settlement
6 Agreement itself, the proposed form of class notice and claim form, and the oral arguments
7 presented to the Court at the hearing on July 14, 2014, and in recognition of the Court's duty to
8 make a preliminary determination as to the reasonableness of any proposed class action
9 settlement and to conduct a final fairness hearing as to good faith, fairness, adequacy, and
10 reasonableness of any proposed settlement, **HEREBY ORDERS and MAKES**

11 **DETERMINATIONS** as follows:

12 **I. Definitions**

13 The capitalized terms used in this Order shall have the meanings and/or definitions given
14 to them in the Settlement Agreement, a copy of which was filed with the Court on June 16, 2014.

15 For purposes of settlement and final approval of the Settlement Agreement, the Court
16 hereby certifies a Settlement Class to be defined as: "Those persons who (1) received a Promotion
17 Card after making qualifying purchases at a California Hollister store during the 2009 Holiday
18 Promotion; (2) did not fully redeem the Promotion Card prior to January 31, 2010; and (3)
19 attempted to redeem their Promotion Card during the Class Period." The Court finds, solely for
20 purposes of considering this Settlement Agreement, that the requirements of Code of Civil
21 Procedure Section 382 are satisfied, including requirements for the existence of an ascertainable
22 class, a community of interest, and manageability of a settlement class, that common issues of
23 law and fact predominate, and that a settlement class is superior to alternative means of resolving
24 the claims and disputes at issue in this action.

25 **II. Preliminary Approval Of The Settlement Agreement**

26 The Court has reviewed the Settlement Agreement and the proposed Class Notice and
27 Claim Form, which are incorporated herein by reference. The Court finds that the Settlement
28 Agreement appears to be within the range of reasonableness of a settlement that could ultimately

1 be given final approval by this Court.

2 **III. Approval Of Distribution Of The Notice Of Settlement**

3 This Court finds the proposed Class Notice and Claim Form fairly and adequately advise
4 the potential Class Members of the terms of the proposed settlement. Specifically, the Class
5 Notice describes the nature of the litigation; the scope of the Class; the terms of the proposed
6 Settlement; the procedure by which Class Members may submit Claims; Class Counsel's
7 proposed fee and cost application; the date, time and place of the final approval hearing; and the
8 procedure and deadlines for opting out of the proposed Settlement or for submitting comments
9 and objections.

10 The Notice also fulfills the requirement of neutrality in class notices. Accordingly, the
11 Notice complies with the standards of fairness, completeness, and neutrality required of a
12 combined settlement-certification Class Notice disseminated under authority of the Court.

13 The Court further finds that the Class Notice and proposed distribution of such Notice by:
14 (1) distribution through Hollister's website, along with posting on Hollister's Facebook page a
15 link to the notice, (2) first-class mail and/or email to consumers who contacted Hollister between
16 January 30, 2010 and August 25, 2010 regarding the expired Promotion Cards and who provided
17 contact information, and (3) publication notice, readily comports with all constitutional
18 requirements, including those of due process, and also fully complies with Cal. Rule of Court,
19 Rule 3.766 and 3.769.

20 Accordingly, good cause appearing therefore, the Court hereby approves the proposed
21 Class Notice and Claim Form (attached to the Settlement Agreement and incorporated by
22 reference), and adopts the following deadlines by which the parties must perform the prescribed
23 action::

24	<u>8-4</u> , 2014 (w/in 21 days	Direct mailing of Notice and Publication of
25	after Preliminary	Notice completed by Hollister.
26	Approval):	
27		Hollister to post Notice and Claim Form
28		information on its website and posting on its
		Facebook page a link to the Notice.

1 10-3-, 2014 (60 days
2 after Notice being
 provided):

Last day for Class Members to submit a
request for exclusion from the proposed
Settlement.

3 Last day for Class Members to submit
4 objections to or comments on the proposed
 Settlement

5 Postmark deadline for Class Members to
 submit Claims Form

6 10-17-, 2014 (120 days
7 after Notice being
8 provided):

Last day for filing and service of papers in
support of final Settlement approval and
requests for attorneys' fees and expenses

9 11-14-, 2014 (150 days
 after Notice being
10 provided):

Final Fairness Hearing

11 **IV. Final Approval Hearing**

12 **A. Logistics**

13 The Court hereby grants the joint motion to set a fairness hearing for final approval of the
14 Settlement Agreement on 11/14, 2014 at 8:30 a.m./p.m. in Department 32 of the Los
15 Angeles County Superior Court, located at the Stanley Mosk Courthouse, 111 N. Hill St., Los
16 Angeles CA 90012. At the Fairness Hearing, the Court will consider: (a) the fairness,
17 reasonableness and adequacy of the proposed Settlement; (b) whether the Settlement should be
18 finally approved by the Court; (c) the application for an award of attorneys' fees and costs to
19 Class Counsel in this action; (d) objections to the Settlement, or any of its terms; and (e) such
20 other matters as the Court may deem proper and necessary.

21 Any briefs and other papers in support of the final approval of the Settlement, and Class
22 Counsel's application for an award of attorneys' fees and costs, shall be filed with the Court no
23 later than ten (10) days before the Fairness Hearing. After the Fairness Hearing, the Court may
24 enter an order approving the Settlement and enter final judgment in this action, which will
25 adjudicate the rights of all Class Members. The Fairness Hearing may be postponed, adjourned,
26 or continued by order of the Court without further notice to the Settlement Class.

27 **1. Objections**

28 Members of the class who object to the proposed settlement may appear and present such

07/15/2014

1 objections at the Final Approval Hearing in person or by counsel, provided that the objecting
2 Class Member submits a written statement containing the name and address of the objecting Class
3 Member and the basis of that person's objections, together with a notice of the intention to
4 appear, if appropriate, which must be sent to Class Counsel no later than 60 days after Notice is
5 provided. No person shall be heard, and no briefs or papers shall be received or considered,
6 unless the foregoing documents have been sent to Class Counsel as described in this Order,
7 except as this Court may permit for good cause shown.

8 **2. Requests for Exclusion (Opt-Outs)**

9 Members of the Class may elect to opt out of this Settlement Agreement, relinquishing
10 their rights to benefits thereunder (except to the extent that prospective relief under the Settlement
11 Agreement shall apply to such persons). Members of the Class who opt out of the Settlement
12 Agreement will not release their claims under the terms of the Settlement Agreement. All notices
13 of intent to opt out of the Settlement must also be postmarked by 60 days after Notice is
14 provided], and must include the Class members' name, address, telephone number, and signature,
15 with a statement that includes the following language: "I want to opt out of this Class Action
16 Settlement concerning Hollister's redemption of expired Promotion Cards." Requests for
17 exclusion should be mailed to Class Counsel, who will forward them to Hollister's counsel and to
18 the Clerk of the Court.

19 Members of the Class who fail to submit a valid and timely request for exclusion shall be
20 bound by all terms of the Settlement Agreement and the Final Order and Judgment, regardless of
21 whether they (1) have requested exclusion from the Settlement Agreement; (2) filed a valid claim
22 form; and/or (3) receive a Settlement Payment. Any member of the Class who submits a timely
23 request for exclusion or opt-out may not file an Objection to the Settlement and shall be deemed
24 to have waived any rights or benefits under the Settlement Agreement (except to the extent that
25 prospective relief under the Settlement Agreement shall apply to such persons).

26 **IT IS FURTHER ORDERED** that, if for any reason the Court does not grant final
27 approval of the Settlement Agreement, all documents, evidence, interactions and proceedings in
28 connection therewith shall be without prejudice to the status quo ante rights of the parties to the

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litigation, as more specifically set forth in the Settlement Agreement.

IT IS SO ORDERED.

Dated: 7-14-, 2014



HON. MARY H. STROBEL
Judge of the Superior Court

LAI-3212602v1

07/15/2014