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F I L E D
Clerk of the Superior Court

JUL 31 2015

By: P. ASHWORTH, Deputy

SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN DIEGO

SONIA HOFMANN, an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

TRUE RELIGION APPAREL, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants

CASE NO.:37 -201400041658-CU-BT-CTL

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND APPROVING FORM AND MANNER OF SERVICE

Dept.: C-67
Judge: Hon. Eddie C. Sturgeon

1 WHEREAS, this action is pending before this Court as a putative class action; and
2 WHEREAS, the parties applied to this Court for an Order preliminarily approving the
3 settlement of the above-captioned litigation (“Action”) in accordance with the Agreement of
4 Settlement, dated June 30 , 2015 (hereinafter the “Settlement Agreement”), which, together with
5 the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the
6 Action, and for dismissal of the Action with prejudice against defendant True Religion Apparel,
7 Inc. (“TRA”) upon the terms and conditions set forth therein; and the Court having read and
8 considered the Settlement Agreement and the exhibits annexed thereto;

9 NOW, THEREFORE, it is hereby ORDERED:

10 1. This Preliminary Approval Order incorporates by reference the definitions in the
11 Agreement of Settlement, and all terms used herein shall have the same meaning as set forth in
12 the Agreement of Settlement.

13 2. The Court does hereby preliminarily approve the Agreement of Settlement.

14 3. The Court finds that the requirements of California Code of Civil Procedure § 382
15 have been satisfied and the Court has made a preliminary determination that plaintiff and class
16 representative Sonia Hofmann is an adequate class representative of the Settlement Class.

17 4. The Court hereby certifies the Settlement Class, as defined in the Agreement of
18 Settlement, for settlement purposes only and in accordance with the standards set forth in *Dunk*
19 *v. Ford Motor Company* (1996) 48 Cal.App.4th 1794.

20 5. Pending resolution of these settlement proceedings, no other action now pending
21 or hereinafter filed arising out of all or any part of the subject matter of the Action shall be
22 maintained as a class action and, except as provided by further order of the Court, for good cause
23 shown, all persons are hereby enjoined, during the pendency of these settlement proceedings,
24 from filing or prosecuting purported class actions against Defendant with respect to any of the
25 Released Claims as defined in the Agreement of Settlement.

26 6. A hearing (“Final Approval Hearing”) shall be held before this Court at 330 W.
27 Broadway, San Diego, CA 92101 on 11/20/2015, 2015, at 9:00 a.m./p.m., to determine: (a)

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1 whether the proposed settlement of the Action on the terms and conditions provided for in the
2 Agreement of Settlement are fair, reasonable and adequate, and (b) whether a final approval
3 order and judgment should be entered herein. The Court may adjourn or continue the Final
4 Approval Hearing without further notice to the Settlement Class.

5 7. The Court hereby approves, as to form and content, the notice annexed as Exhibit
6 "A" to the Agreement of Settlement ("Notice") and the in-store display annexed as Exhibit "B"
7 to the Agreement of Settlement. The Court finds that the above-referenced notice procedures
8 meet the requirements of California Code of Civil Procedure §§ 382 and 581(k), California Rule
9 of Court 3.766(d), and due process, and are the best notices practicable under the circumstances,
10 and shall constitute due and sufficient notice to all persons entitled thereto.

11 8. Within twenty (20) days of the date of this Order, the Court hereby directs TRA to
12 post the Notice on the Settlement Website until 30 days after the Court enters the Judgment. The
13 Court also orders TRA to post in-store notice in accordance with the terms of the Agreement of
14 Settlement.

15 9. TRA shall also direct the Claims Administrator to mail the Notice to any and all
16 members of the Settlement Class to the extent that TRA has any California end-user identifying
17 information in its corporate books and records that establish that a particular consumer is or
18 would be a member of the Class, and to the extent that TRA has each consumer's consent to
19 utilize that information to contact the consumer. All such mailings shall be mailed within twenty
20 (20) days of the entry of the Preliminary Approval Order. For any and all Notices returned to the
21 Claims Administrator that have forwarding addresses provided by the postal service, the Claims
22 Administrator shall re-mail the Notices to the new addresses, except that the Claims
23 Administrator will have no obligation to re-mail returned Notices that they receive from the
24 postal service later than fifty (50) days after entry of the Preliminary Approval Order. Under no
25 circumstances shall TRA be required to contact consumers where, to do so, would arguably
26 violate any state or federal law or any privacy rights of the consumer.

27 10. At least thirty (30) days prior to the Final Approval Hearing, the Claims
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1 Administrator, through their counsel of record, shall cause to be filed with the Court a sworn
2 affidavit or affidavits evidencing compliance with the provisions of the Agreement of Settlement
3 as it relates to the Notice Program.

4 11. Upon the Settlement Effective Date, as defined in the Agreement of Settlement,
5 all members of the Settlement Class who have not opted out of the settlement shall be enjoined
6 and barred from asserting any of the Released Claims against the Released Persons, and each
7 Class Member shall be deemed to release any and all such Released Claims as against the
8 Released Persons, as these terms are defined in the Agreement of Settlement.

9 12. Any Class Member may enter an appearance through counsel of such member's
10 own choosing and at such member's own expense or may appear individually and show cause, if
11 he or she has any, as to: (a) why the proposed settlement of the Action as set forth in the
12 Agreement of Settlement should or should not be approved as fair, reasonable, and adequate; and
13 (b) why the final approval order and judgment should or should not be entered on the proposed
14 Agreement of Settlement. However, no Class Member or any other person shall be heard or
15 entitled to contest the approval of the terms and conditions of the proposed settlement, or, if
16 approved, the final approval order and judgment to be entered thereon approving the same or the
17 fees and expenses to be awarded, unless on or before Oct 30, 2015 that person has
18 filed with the Court and served (by hand delivery or by First Class regular U.S. mail) written
19 objections complying with the specifications in the Notice.

20 13. Service of any objections shall be made to Class Counsel, Attn: John H. Donboli,
21 DEL MAR LAW GROUP, LLP, 12250 El Camino Real, Suite 120, San Diego, CA 92130 and
22 Counsel for Defendant, Attn: Jason Russell, SKADDEN, ARPS, SLATE, MEAGHER &
23 FLOM, LLP, 300 S. Grand Avenue, Suite 3400, Los Angeles, CA 90071. In addition, if a Class
24 Member wishes to submit to the Court any brief in support of his or her objection, he or she must
25 file the brief with the Court and serve it on both Class Counsel and counsel for Defendant prior
26 to Oct 26, 2015.

27 14. Any Class Member who does not make their objection in the manner provided for
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1 in this Preliminary Approval Order shall be deemed to have waived such objection and shall
2 forever be foreclosed from making any objection to or appeal of the fairness, reasonableness or
3 adequacy of the proposed settlement, and to the award of fees and expenses to Class Counsel and
4 other costs, all as set forth in the Agreement of Settlement and Preliminary Order.


5 15. Any member of the Settlement Class may choose to exclude himself or herself
6 from the settlement. Any such person who chooses to be excluded from the settlement will not
7 be entitled to any recovery and will not be bound by the Agreement of Settlement or have any
8 right to object, appear or comment thereon. Any such person who chooses to request exclusion
9 may do so by submitting a written statement requesting exclusion from the class on or before
10 Oct 30, 2015. Such written request for exclusion must contain the name, address,
11 and telephone number of the person requesting exclusion, reference the name and number of this
12 Action, be signed personally by the person requesting exclusion, and be mailed to Class Counsel
13 and counsel for Defendant and post-marked on or before Oct 20, 2015.

14 16. Neither the Agreement of Settlement, nor any of its terms or provisions, nor any
15 of the negotiations or proceedings connected with it, shall be construed in this or any lawsuit as
16 an admission or concession by TRA of the truth of any of the allegations of the Action, or of any
17 liability, fault, or wrongdoing of any kind, or by Plaintiff or any other member of the Settlement
18 Class of the merit of any defense or lack of merit of any claim.

19 17. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing without further notice to the Settlement Class, and retains jurisdiction to consider all
21 further applications arising out of or connected with the proposed settlement.

22 **IT IS SO ORDERED.**

23 Dated: July 31, 2015

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25 HONORABLE EDDIE C. STURGEON
26 JUDGE OF THE SUPERIOR COURT