

MAR -6 2018

Sherri R. Carter, Executive Officer/Clerk
By R. Castle, Deputy

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

KIMBERLY ALVARADO, as an aggrieved
employee on behalf of herself and other
current and former aggrieved employees,

Plaintiff,

v.

FOREVER 21, INC., a Delaware
corporation; FOREVER 21 RETAIL, INC.,
a California corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: BC 625281

~~PROPOSED~~ AMENDED
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

1 This Court granted final approval of the Settlement Agreement and Joint
2 Stipulation Between Plaintiff and Defendant ("Settlement") on February 28, 2018. Due and
3 adequate notice having been given to Class Members, and the Court having considered the
4 Settlement, all papers filed and proceedings had herein and all oral and written comments
5 received regarding the proposed Settlement, and having reviewed the record in this litigation, and
6 good cause appearing:

7 Judgment is hereby entered jointly and severally against Defendants Forever 21,
8 Inc. and Forever 21 Retail, Inc. ("Defendant" or Forever 21) and in favor of Plaintiff Kimberly
9 Alvarado ("Plaintiff") and the Class that has been certified for settlement purposes only, which is
10 defined as all persons who were employed by Forever 21, Inc. and/or Forever 21 Retail, Inc. who
11 were terminated from employment in California while classified as non-exempt during the time
12 between May 29, 2015 and October 24, 2017 other than the 12 individuals who timely requested
13 exclusion with Phoenix Settlement Administrators (PSA), the Settlement Administrator, as
14 follows:

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16 1. Payment to Class Members other than the twelve who opted-out (shall be effected
17 pursuant to the terms of the Settlement. The twelve Class Members who opted out of the
18 Settlement are: (1) Pamela Catacataca; (2) Shaina Cortez Montufar; (3) Stephanie Dominguez;
19 (4) Angela Flores; (5) Annie Kam; (6) Shelby Kears; (7) Joedie Lor; (8) Nancy Mendez; (9)
20 Jessica Nunez-Alcaraz; (10) Ariana Ocasio; (11) Christiana Schlutius; and (12) Lena Tong.

21 2. \$150,000.00 to Class Counsel for attorneys' fees and \$1,962.08 for attorneys'
22 costs. The payment of attorneys' fees and costs to Class Counsel shall be made in accordance
23 with the terms of the Settlement.

24 3. \$5,000.00 to Plaintiff Kimberly Alvarado for her service as Class Representative.
25 The Class Representative service payment shall be made in accordance with the terms of the
26 Settlement.
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1 4. \$13,500.00 as the Private Attorneys General Act (“PAGA”) payment, distributed
2 as follows: \$10,125.00 to the California Labor & Workforce Development Agency (“LWDA”),
3 and \$3,375.00 to Class Members who did not exclude themselves from the Settlement.

4 5. Defendant shall have no further liability for costs, expenses, interest, attorneys’
5 fees, or for any other charge, expense, or liability, except as provided in the Settlement.

6 6. All Class Members who did not timely request exclusion are permanently barred
7 from prosecuting against Defendant and any related entities and all of its respective former,
8 present, and future owners, parents, subsidiaries, affiliates, divisions, related entities, joint
9 venturers, partners, corporations in common control, co-employers, service providers,
10 predecessors, successors, and assigns, and past, present, and future officers, directors, employees,
11 partners, shareholder, agents, associates, representatives, attorneys, insurers, and any other
12 successors, assigns, or legal representatives of any of them, any individual or class claims that
13 were released as set forth in the Settlement.

14 7. The Class Representative is permanently barred from prosecuting against
15 Defendant, and any related entities and all of its respective former, present, and future owners,
16 parents, subsidiaries, affiliates, divisions, related entities, joint venturers, partners, corporations
17 in common control, co-employers, service providers, predecessors, successors, and assigns, and
18 past, present, and future officers, directors, employees, partners, shareholder, agents, associates,
19 representatives, attorneys, insurers, and any other successors, assigns, or legal representatives of
20 any of them, any individual or class claims that were released as set forth in the Settlement.

21 8. The Court shall have continuing jurisdiction over the construction, interpretation,
22 implementation and enforcement of the Settlement in accordance with its terms, and over the
23 administration and distribution of the Settlement proceeds.

24 9. Notice of this judgment shall be given to the Class by posting it on the Settlement
25 Administrator’s website.

26 10. This “Judgment” is intended to be a final disposition of the above captioned action
27 in its entirety, and is intended to be immediately appealable.
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11. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the parties to enforce the terms of the Judgment.

12. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

13. Upon Defendant issuing the payments set forth in Judgment Approving Class Action Settlement and the Order Granting Final Approval of Class Action Settlement, Plaintiff shall file a Notice of Satisfaction of Judgment with the Court.

IT IS SO ORDERED this ^{MAR} - 6 ²⁰¹⁸ day of March, 2018.

ELIZABETH R. FEFFER
Hon. Elizabeth Feffer
Judge of the California Superior Court