

APR 04 2016

Sherri R. Carter, Executive Officer/Clerk

By: Benigno Del Barrio, Deputy

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

KRYSTE'AU FULCHER, an individual, on behalf of herself, and those similarly situated and on behalf of the general public,

Plaintiff,

v.

GUESS?, INC., a Delaware Corporation, doing business in California, and DOES 1-10,

Defendants.

Case No.: BC516351

[Assigned for all purposes to the Honorable Jane L. Johnson, Department 308]

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: April 4, 2016

Time: 1:45 p.m.

Dept. 308

This matter came on for hearing on April 4, 2016, at 1:45 p.m., in Department 308 of the Los Angeles County Superior Court located at 600 S. Commonwealth Avenue, Los Angeles, California 90005, on Plaintiff's unopposed Motion for Order Granting Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval on July 6, 2015, and the Parties' Second Amended Class Action Settlement Agreement and Release of Claims ("Settlement Agreement").

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant Motion for Final Approval of Class Action Settlement, the Court grants final approval of the settlement and HEREBY ORDERS AND

1 MAKES THE FOLLOWING DETERMINATIONS:

2 1. All terms used herein shall have the same meaning as defined in the Settlement
3 Agreement. The Settlement Class includes all persons who are current or former employees of Guess?,
4 Inc. who worked in California retail store locations at any time during the period commencing July 26,
5 2009 through July 6, 2015, except the following class members who timely requested exclusion from
6 the settlement: Jacqueline Bouchnak, Eugene Alexander Brown, Jenine Noemi Corona, Adam Crocfer,
7 Amy C. Guzman, Michelle Kimberly Kammer, Julian D. Le, Bruce Giovanni Ocana, Lupita Pineda,
8 Diana Valdez, Miranda L. Williamson, and Julia Thair Yako.

9 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties
10 to this litigation, including all members of the Settlement Class.

11 3. The Court finds that distribution of the Notice and Claim Form directed to Class
12 Members, as set forth in the Settlement Agreement, has been completed in conformity with the
13 Preliminary Approval Order, including individual notice by first class mail to all Class Members who
14 could be identified through reasonable effort. The Court finds that said notice was the best practicable
15 under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of
16 the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to
17 all persons entitled to receive such Notice, and the Notice and opt-out procedure fully satisfied the
18 requirements of due process.

19 4. The Court notes that 12 Class Members requested exclusion from the settlement and that
20 no Class Members objected to it.

21 5. After considering the pleadings and arguments of the Parties, as well as the response of
22 Class Members to the Notice, the Court finds that the Settlement Agreement has been reached as a
23 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the
24 Parties have conducted necessary investigation and research, and counsel for the Parties were able to
25 reasonably evaluate their respective positions. Additionally, the Court finds that the settlement, at this
26 time, will avoid additional costs, as well as avoid the delay and risks that would be presented by further
27 prosecution of this matter.

28 6. This Court hereby approves the settlement terms set forth in the Settlement Agreement

1 and finds that they are, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
2 the Settlement Agreement according to its terms. Indeed, the Court has reviewed the monetary recovery
3 that is being granted as part of the Settlement Agreement and recognizes the significant value of that
4 monetary recovery to the Class.

5 7. By entry of this Order, and as of the Effective Date, Plaintiff and each member of the
6 Settlement Class, and each of their respective executors, administrators, representatives, agents, heirs,
7 successors, assigns, trustees, guardians, with the exception of the 12 Class Members named above who
8 timely requested exclusion from the settlement, will forever and fully release Defendant Guess?, Inc.
9 and all other Releasees from any and all from any and all claims, rights, demands, liabilities, and causes
10 of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation,
11 in equity or otherwise, and whether arising under federal, state, or other applicable law, which any such
12 Settlement Class Member has or might have, known or unknown, of any kind whatsoever, that are
13 based upon or arise out of Defendant's alleged failure to reimburse business expenses, as alleged in the
14 Action, whether or not those claims were specifically asserted therein.

15 8. Class Counsel has conferred a benefit on absent Class Members and the Court, having
16 reviewed the declaration of counsel, hereby awards attorneys' fees and costs ("Fees and Costs Award")
17 in the amount of \$23,100 to Class Counsel. The Fees and Costs Award fully satisfies all fees and costs
18 incurred by the law firms that represented the named Plaintiff and the putative Class in this proceeding,
19 including Clark Law Firm and United Employees Law Group. No other attorneys or law firms shall be
20 entitled to any award of attorneys' fees or costs from Defendant in any way connected with this Action.

21 9. The Court hereby approves a Class Representative Incentive Payment to Plaintiff
22 Kryste'au Fulcher in the amount of \$500. The Court hereby orders the Claims Administrator to
23 distribute the Incentive Payment to Plaintiff in accordance with the provisions of the Settlement
24 Agreement.

25 10. The Court hereby approves Claims Administration Costs to the Claims Administrator in
26 the sum of \$10,000 and authorizes the Claims Administrator to distribute/receive those funds in
27 accordance with the provisions of the Settlement Agreement.

28 11. The Court hereby orders the Claims Administrator to distribute the Individual Settlement

1 Payments in accordance with the provisions of the Settlement Agreement. The 12 Class Members who
2 requested exclusion from the settlement, as identified above, shall not receive Individual Settlement
3 Payments, nor shall they be bound by this Order.

4 12. The benefits and payments described in the Settlement Agreement and in this Order are
5 the only consideration, fees and expenses that Defendant shall be obligated to provide to the Class
6 Representative, the Class Members, and Class Counsel in connection with the settlement.

7 13. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
8 by this Order.

9 14. The claims administrator shall give the Class notice of the entry of final approval and
10 Judgment by website notification. Defendant shall be given notice of the entry of final approval and
11 Judgment by Plaintiff.

12 15. Neither the Settlement Agreement, nor this Order, constitute admissions of liability or
13 fault by Defendant or a finding as to the validity of any claims in the lawsuit or of any wrongdoing or
14 violation of law by Defendant. The Settlement Agreement and the settlement contemplated by the
15 agreement are not concessions by the Parties and, to the extent permitted by law, neither this Order, or
16 any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall
17 be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative
18 action or proceeding to establish any liability of, or admission by, Defendant.

19 16. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the
20 use of this Order or any subsequent entry of Judgment in a proceeding to consummate or enforce the
21 settlement, Order, or Judgment, or to defend against the assertion of Released Claims in any other
22 proceeding, or as otherwise required by law.

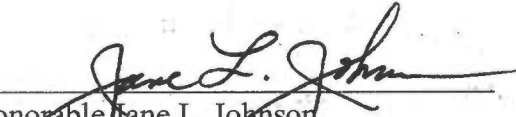
23 17. In the event that the settlement does not become final and effective in accordance with
24 the terms of the Settlement Agreement, then Order shall be rendered null and void and shall be vacated
25 and, in such event, all orders entered, including, but not limited to, the conditional certification for
26 purposes of settlement only of a class of Class Members, and all releases delivered in connection
27 herewith, shall be null and void.

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1 18. The Court hereby sets a non-appearance date for the submission of a final accounting on
2 September 22, 2010. Class Counsel is ordered to submit to the Court a final accounting
3 report on or before that date.

4 **IT IS SO ORDERED.**

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6 Dated: 4-4-10

By: 
Honorable Jane L. Johnson
Judge of the Superior Court

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