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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ARMIDA RODRIGUEZ, individually,
and on behalf of all others similarly
situated and on behalf of the general
public,

Plaintiffs,

vs.

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION, a
New Jersey Corporation;
BURLINGTON COAT FACTORY OF
CALIFORNIA LLC, a California
Limited Liability Company; and DOES
1 through 50, inclusive,

Defendants.

CASE NO. CV 13-02426 DDP (RZx)

**JUDGMENT AND ORDER OF
FINAL APPROVAL AND
DISMISSAL**

Date: April 4, 2016
Time: 10:00 a.m.
Ctrm: 3 (Spring Street Courthouse)

1 The Court has received and considered the proposed Joint Stipulation for
2 Class Action Settlement (hereinafter the “Settlement Agreement”) entered into by
3 the Plaintiff, Armida Rodriguez and on behalf of the Settlement Class, and
4 Burlington Coat Factory Warehouse Corporation and Burlington Coat Factory of
5 California LLC (jointly referred to herein as “Burlington”); has previously granted
6 preliminary approval of the class settlement that provided for conditional class
7 certification; has been informed by declarations that notice of the settlement has
8 been provided to the Class (as defined below); has held a fairness hearing at which
9 all parties appeared by their Counsel and at which the Class Members were afforded
10 the opportunity to object to the proposed settlement; has received and reviewed
11 briefing and evidence as to why the proposed settlement is fair, adequate and in the
12 best interests of the represented class; and has considered all other arguments and
13 submissions in connection with the proposed settlement.

14 NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY
15 ORDERED, ADJUDGED AND DECREED THAT:

16 1. The Settlement Agreement and the terms therein are fair, just,
17 reasonable and adequate as to the settling parties, including the Settlement Class,
18 and is hereby finally approved in all respects. The parties are hereby directed to
19 perform the terms of the Settlement Agreement.

20 2. Solely for the purposes of effectuating the settlement, the Court hereby
21 certifies the Settlement Class, defined as all current and/or former non-exempt,
22 hourly employees of Burlington who worked in a Burlington retail store in a non-
23 managerial position in the State of California at any time beginning October 11,
24 2008 through December 2, 2015 (the “Settlement Class” or “Class Members”). For
25 the reasons stated in the Preliminary Approval Order, the Court finds that the
26 Settlement Class meets the legal requirements for class certification under Federal
27 Rule of Civil Procedure 23 (“Rule 23”).
28

1 3. In accordance with Federal Rule of Civil Procedure 23 and the
2 requirements of due process, the Settlement Class has been given proper and
3 adequate notice of the Settlement Agreement and the Final Fairness Hearing, such
4 notice having been carried out in accordance with the Preliminary Approval Order.
5 The Notice and notice methodology implemented pursuant to the Settlement
6 Agreement and the Court’s Preliminary Approval Order (a) were appropriate and
7 reasonable and constituted due, adequate, and sufficient notice to all persons
8 entitled to notice; and (b) met all applicable requirements of the Federal Rules of
9 Civil Procedure and any other applicable law. The parties have complied fully with
10 the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

11 4. The Court hereby approves the settlement as set forth in the Settlement
12 Agreement and finds that the settlement is, in all respects, fair, adequate, and
13 reasonable and is hereby finally approved in all respects. The Court makes this
14 finding based on a weighing of the strength of Plaintiff’s claims and Defendant’s
15 defenses with the risk, expense, complexity, and duration of further litigation. The
16 Court also finds that the settlement is the result of non-collusive arms-length
17 negotiations between experienced counsel representing the interests of the
18 Settlement Class and Defendant, after thorough factual and legal investigation. In
19 granting final approval of the settlement, the Court considered the nature of the
20 claims, the amounts and kinds of benefits paid in settlement, the allocation of
21 settlement proceeds among the Class Members, and the fact that the settlement
22 represents a compromise of the Parties’ respective positions rather than the result of
23 a finding of liability at trial. Additionally, the Court finds that the terms of the
24 settlement have no obvious deficiencies and do not improperly grant preferential
25 treatment to any individual Class Member. The Court further finds that the
26 response of the Class to the settlement supports final approval of the settlement.
27 Specifically, no Class Member objects to the settlement. Accordingly, pursuant to
28 Rule 23(e), the Court finds that the terms of the settlement are fair, reasonable, and

1 adequate to the Class and to each Class Member. The Court also hereby finds that
2 Plaintiff has satisfied the standards and applicable requirements for final approval of
3 this class action settlement under Rule 23.

4 5. The Court approves of the total settlement amount of \$1,800,000, to be
5 distributed as set forth in the Settlement Agreement. The Court also notes that the
6 settlement is non-reversionary, meaning Burlington will pay the entire settlement
7 amount, and none of the settlement funds will revert to Burlington.

8 6. The Motion for Final Approval is GRANTED, and the Settlement
9 Agreement hereby is APPROVED as fair, reasonable, adequate to members of the
10 Settlement Class, and in the public interest. The parties are directed to consummate
11 the Settlement Agreement in accordance with its terms.

12 7. The Class Administrator, ILYM Group, Inc., shall be paid \$77,000 in
13 accordance with the terms of the Settlement Agreement.

14 8. The Court hereby enters judgment approving the terms of the
15 Settlement Agreement and ordering that the Lawsuit be dismissed on the merits
16 with prejudice in accordance with the settlement. The First Amended Complaint is
17 dismissed on the merits with prejudice on a class-wide basis. This document shall
18 constitute a final judgment for purposes of Federal Rule of Civil Procedure, Rule
19 58.

20 9. Without affecting the finality of the Judgment, the Court shall retain
21 jurisdiction of this action for the purpose of resolving any disputes that may arise as
22 to the implementation of the monetary relief terms of the Settlement Agreement.

23 IT IS SO ORDERED.

24
25 Dated: April 8, 2016



26 The Honorable Dean D. Pregerson
27 Judge of the United States District Court
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