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10 Attorneys for Plaintiffs and the Proposed Class

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12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA
 14 SAN FRANCISCO DIVISION

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16 JAIMIE QUINBY, LINDA GOMES, and
 ERIC FONTES, on behalf of themselves
 17 and all others similarly situated,

18 Plaintiffs,

19 v.

20 ULTA SALON, COSMETICS &
 FRAGRANCE, INC.,

21 Defendant.

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Case No. CV-15-4099 WHO

**ORDER GRANTING MOTION FOR
 FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

Judge: Hon. William H. Orrick

Date: January 18, 2017

Time: 2:00 p.m.

Crtrm.: 2, 17th Floor

Trial Date: None Set

1 Upon consideration of Plaintiffs’ Motion for Final Approval of Class Action
2 Settlement, related declarations, all pleadings on file in the case, and argument presented at
3 the hearing, and upon the Court’s review of the Joint Stipulation of Settlement and Release
4 (“Settlement Agreement”) attached as Exhibit A to the Declaration of Gay Crosthwait
5 Grunfeld in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement
6 and the exhibits thereto, IT IS HEREBY ORDERED AS FOLLOWS:

7 1. “Although Rule 23 imposes strict procedural requirements on the approval of
8 a class settlement, a district court’s only role in reviewing the substance of that settlement
9 is to ensure that it is ‘fair, adequate, and free from collusion.’” *Lane v. Facebook, Inc.*,
10 696 F.3d 811, 819 (9th Cir. 2012), *cert. denied*, 134 S. Ct. 8 (2013) (quoting *Hanlon v.*
11 *Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)). When class counsel is experienced
12 and supports the settlement, and the agreement was reached after arm’s length
13 negotiations, courts should give a presumption of fairness to the settlement. *See Larsen v.*
14 *Trader Joe’s Co.*, No. 11-CV-05188-WHO, 2014 WL 3404531, at *5, *8 (N.D. Cal. July
15 11, 2014), appeal dismissed (Nov. 17, 2014); *Ellis v. Naval Air Rework Facility*, 87 F.R.D.
16 15, 18 (N.D. Cal. 1980) *aff’d*, 661 F.2d 939 (9th Cir. 1981).

17 2. The Court finds that the settlement in this case is fair, adequate, and free
18 from collusion, and that all of the relevant *Hanlon* factors weigh in favor of granting final
19 approval in this case. *See Hanlon*, 150 F.3d 1011 at 1026. The Court thus grants final
20 approval of the settlement. As set forth in the Settlement Agreement, the total amount that
21 defendant ULTA Salon, Cosmetics & Fragrance, Inc. (“ULTA” or “Defendant”) shall be
22 required to pay under this settlement shall not exceed \$3,650,000, plus employer taxes.

23 3. The Court finds that distribution of notice to the class has been completed in
24 conformance with the Court’s Order Provisionally Certifying Settlement Class and
25 Preliminarily Approving Class Settlement, Dkt. No. 46 (“Preliminary Approval Order”).
26 The notice to the class was adequate, satisfied due process requirements, and was the best
27 notice practicable under the circumstances.

28 4. The Court certifies for settlement purposes the following class under Federal

1 Rule of Civil Procedure 23(e):

2 All current and former General Managers employed by Defendant in its California
3 retail store locations at any time from September 9, 2011 to September 19, 2016 or
the date of this Order, whichever occurs first (the “Class” or “Class Members”).

4 5. The Court finds that the Parties’ settlement was entered into in good faith
5 pursuant to non-collusive, arms-length negotiations, and that the Settlement Agreement is
6 fair, reasonable, and adequate.

7 6. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court
8 grants final approval of the Settlement Agreement, and declares the Settlement Agreement
9 binding on all Class Members who have not timely opted out.

10 7. The Court hereby directs the parties to effectuate the terms of the settlement
11 as set forth in the Settlement Agreement.

12 8. Within 14 days of the date of this Order, ULTA will deposit the Gross
13 Settlement Amount, \$3,650,000 into an interest-bearing escrow account established by the
14 Settlement Administrator, Simpluris.

15 9. The Effective Date of the Settlement shall be the last of either: (a) the day
16 after the deadline for taking an appeal of this Order, if no appeal is filed; or (b) the day
17 after all appeals are resolved in favor of final approval, if there is an appeal of this Final
18 Approval Order.

19 10. Simpluris is hereby directed to distribute the Gross Settlement Amount, plus
20 any interest earned, within three (3) days after the Effective Date, as follows:

21 a. \$10,000 to each of the Class Representatives Jaimie Quinby, Linda
22 Gomes, and Eric Fontes;

23 b. \$923,884.67 to Class Counsel as attorney’s fees and costs;

24 c. \$75,000 to the California Labor and Workforce Development Agency
25 (“LWDA”); and

26 d. the remainder, less \$130,000 as a reserve fund to cover errors and
27 omissions (“Reserve Fund”) and \$8,500 as settlement administrator costs, to the Class,
28 pursuant to the formula set forth in Section 3.4 of the Settlement Agreement.

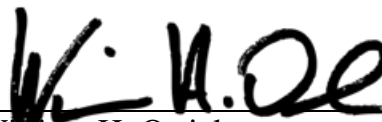
1 11. Simpluris shall use the Reserve Fund to cover any correctable errors or
2 omissions and satisfy any claim for relief pursuant to Federal Rules of Civil Procedure
3 60(b)(1) or 60(D), as set forth in Section 3.1(D) of the Settlement Agreement.

4 12. Any unclaimed settlement funds after each distribution shall be redistributed
5 as specified in Section 3.1(D)-(E) of the Settlement Agreement; if the amount after each
6 redistribution is equal to or greater than \$5,000, the remaining funds will be redistributed
7 to Class Members who have timely cashed their Settlement Checks, with the cost of the
8 redistribution to be paid from the Fund; and if the amount remaining is less than \$5,000,
9 the remaining funds will be donated to the Justice & Diversity Center of the Bar
10 Association of San Francisco under the *cy pres* doctrine.

11 13. The Parties shall abide by all terms of the Settlement Agreement, as
12 modified by this Court's orders.

13 14. The Court hereby enters judgment in accordance with the Settlement
14 Agreement.

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16 DATED: January 18, 2017

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20 William H. Orrick
21 United States District Judge
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