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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

JOWHARAH HAMEED-BOLDEN and
ALI CONRAD O'BRIEN, On Behalf of
Themselves and All Others Similarly
Situated,

Plaintiffs,

v.

FOREVER 21 RETAIL, INC., and
FOREVER 21, INC.,

Defendants.

Case No. CV 18-3019-GW-JPRx

**ORDER GRANTING FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT AND
JUDGMENT**

1 Plaintiffs Jowharah Hameed-Bolden and Ali Conrad O’Brien (“Representative
2 Plaintiffs”) and Defendants Forever 21 Retail, Inc., and Forever 21, Inc. (“Defendants” or
3 “Forever 21”) have agreed to a settlement, the terms and conditions of which are set forth
4 in an executed Settlement Agreement (the “Settlement”)¹. Under the Settlement,
5 Settlement Class Members are eligible to receive reimbursement of up to \$250 as
6 reimbursement for their out-of-pocket expenses (including time spent at a rate of \$25 per
7 hour), and up to \$10,000 for certain extraordinary expenses. In exchange for these
8 considerations, Plaintiffs and the Settlement Class will fully, finally, and forever resolve,
9 discharge, and release their claims against Forever 21 related to the Security Incident,
10 which resulted in unauthorized access to customer payment card data and in some
11 instances cardholder name, without admission of liability by Forever 21.

12 Plaintiffs now move for final approval of the class action settlement, an award of
13 attorneys’ fees and costs to their attorneys, and class representative “service awards,” in
14 the total amount – out of a total potential amount of approximately \$5.8 million – of
15 \$615,955.00 (including \$500,000 in attorneys’ fees).

16 WHEREAS, the above-captioned matter is a settlement class action pending before
17 the Court; and

18 WHEREAS, the Court has received and reviewed the Settlement Agreement entered
19 into between the Representative Plaintiffs and the Settlement Class Members on the one
20 hand, and Defendants on the other hand, and has considered the terms of the proposed
21 settlement set forth therein (the “Settlement”); and

22 WHEREAS, all terms used herein shall have the same meanings as set forth in the
23 Settlement Agreement, unless otherwise defined herein; and

24 WHEREAS, on October 21, 2021, the Court entered its order granting Plaintiffs’
25 Unopposed Motion for Preliminary Approval of Class Action Settlement, (Doc. No. 113),
26 as set forth in the Settlement Agreement, approving the form and method of notice, and
27 setting a date and time for a fairness hearing to consider whether the Settlement should be
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¹ Unless otherwise noted, all capitalized terms are defined in the Settlement Agreement.

1 finally approved by the Court pursuant to Federal Rule of Civil Procedure 23 as fair,
2 adequate, and reasonable (the “Preliminary Approval Order”); and

3 WHEREAS, the Preliminary Approval Order further directed that all Settlement
4 Class Members be given notice of the Settlement and of the date for the final fairness
5 hearing; and

6 WHEREAS, the Parties and the Settlement Administrator have advised and
7 confirmed to the Court that such notice has been given; and

8 WHEREAS, no objections to the Settlement were filed prior to the Objection
9 Deadline, which was the last day for any objections to be considered timely; and

10 WHEREAS, no Settlement Class Members excluded themselves from the
11 Settlement prior to the Exclusion Deadline, which was the last day for any exclusions to
12 be considered timely;

13 WHEREAS, the Court having conducted a Final Fairness Hearing on October 6,
14 2022 (the “Final Fairness Hearing”), and having considered the arguments presented, all
15 papers filed and all proceedings had therein;

16
17 **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

18 1. As used in this Order, capitalized terms shall have the definitions and
19 meanings accorded to them in the Settlement.

20 2. The Court has jurisdiction over the subject matter and parties to this
21 proceeding pursuant to 28 U.S.C. § 1332(d)(2), the Class Action Fairness Act. *See* FAC ¶
22 23. The Court also has personal jurisdiction over Defendants by virtue of their business
23 practices in California, and at the very least by virtue of their failure to contest such
24 jurisdiction in this action. *See id.* ¶ 24.

25 3. Venue is proper in this District.

26 4. In accordance with Federal Rule of Civil Procedure 23, and the requirements
27 of due process, all Settlement Class Members have been given proper and adequate notice
28 of the Settlement. The notice process the Court ordered and the parties followed herein

1 involved various forms of publication notice – a nationwide consumer publication,
2 internet banner advertising, social media, sponsored search listings, and an informational
3 release – and creation of a settlement website. Based upon the evidence submitted by the
4 Parties to the Settlement Agreement, the Settlement Agreement, the arguments of counsel,
5 and all the files, records and proceedings in this case, the Court finds that the Notice and
6 notice methodology implemented pursuant to the Settlement Agreement and the Court’s
7 Preliminary Approval Order: (a) constituted methods that were reasonably calculated to
8 inform the members of the Settlement Class of the Settlement and their rights thereunder;
9 (b) constituted notice that was reasonably calculated, under the circumstances, to apprise
10 Settlement Class Members of the pendency of the litigation, their right to object to the
11 Settlement, and their right to appear at the Final Approval Hearing; (c) were reasonable
12 and constituted due, adequate and sufficient notice to all persons entitled to notice; and
13 (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other
14 applicable law.

15 5. At the preliminary approval stage, the Court provisionally-certified a class,
16 for settlement purposes only, consisting of “[a]ll persons residing in the United States who
17 used a payment card to make a purchase at an affected Forever 21 point-of-sale device
18 during the Security Incident, or whose payment card information was inadvertently stored
19 in Forever 21’s central database and determined to be at risk.” Docket No. 113, at 3:26-
20 4:5. As there is no indication that anything has changed in terms of the requirements for a
21 settlement-related certification, the Court now makes final the certification (for settlement
22 purposes) of that class for the reasons addressed in connection with the preliminary
23 approval proceedings and by Judge Otero in his August 12, 2019 order. *See* Docket No.
24 106, at pg. 3 of 12; Docket No. 70, at pgs. 4-10.

25 6. The Settlement Agreement in this action warrants final approval pursuant to
26 Rule 23 of the Federal Rules of Civil Procedure because it resulted from vigorously
27 contested litigation, thorough discovery and motion practice, and extensive good-faith
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1 arm's length negotiations between the parties, and is it is fair, adequate, and reasonable to
2 those it affects, having considered at least the following factors: the strength of the
3 plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the
4 risk of maintaining class action status throughout the trial; the amount offered in
5 settlement; the extent of discovery completed and the stage of the proceedings; the
6 experience and views of counsel; the presence of a governmental participant; and the
7 reaction of the class members to the proposed settlement.

8 7. The Court finds that a presumption of fairness operates with respect to this
9 Settlement because (1) the negotiations occurred at arm's length; (2) there was sufficient
10 discovery undertaken; (3) the proponents of the Settlement are experienced in similar
11 litigation; and (4) there were no objections to the Settlement. In any event, even if no
12 presumption was in effect, this would not preclude the Court's determination that the
13 Settlement, in fact, meets the requisite class action fairness standard.

14 8. Based on the forgoing, the Parties, their respective attorneys, and the
15 Settlement Administrator are hereby directed to consummate the Settlement in accordance
16 with this Order and the terms of the Settlement Agreement.

17 9. Pursuant to the Settlement Agreement, Defendants, the Claims
18 Administrator, and Class Counsel shall implement the Settlement in the manner and time
19 frame as set forth therein.

20 10. Within the time period set forth in the Settlement Agreement, the relief
21 provided for in the Settlement Agreement shall be made available to the various
22 Settlement Class Members submitting valid Claim Forms, pursuant to the terms and
23 conditions of the Settlement Agreement.

24 11. In consideration of the benefits provided under the Settlement Agreement,
25 and for other good and valuable consideration, each of the Settlement Class Members
26 shall, by operation of this Judgment, have fully, finally, and forever released, relinquished,
27 and discharged all Released Claims against any and all Released Parties in accordance
28 with the Settlement Agreement. Settlement Class Members are permanently barred from

1 prosecuting any of the Released Claims against any Released Party.

2 12. Plaintiffs’ counsel moves for approval of their request for \$500,000 in
3 attorneys’ fees and costs. Because the available pot of money for the class in the
4 Settlement was considerable, especially in light of Defendants’ bankruptcy filing, and
5 because Plaintiffs’ counsel were able to negotiate this opportunity for the class, combined
6 with the absence of objections, the Court concludes that the lodestar multiplier Plaintiffs’
7 counsel seeks here is well-justified. As a result, the Court awards the full \$500,000
8 requested.

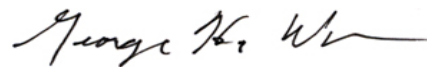
9 13. Plaintiffs’ counsel also moves for class representative service awards of
10 \$2,500 to each of the two Plaintiffs. The Court finds that Plaintiffs took on their role in
11 this action with an understanding of their duties, and the burden that would be imposed.
12 They cooperated fully with counsel and did everything asked of them in the course of this
13 litigation, including maintaining regular contact with counsel to keep apprised of the
14 progress of the litigation. Taking into consideration the foregoing, the Court grants both
15 Plaintiffs service awards as well-deserved in the full \$2,500 amounts requested.

16 14. This Order resolves all claims against all parties in this action and is a final
17 order.

18 15. The matter is hereby dismissed with prejudice except that the Court reserves
19 jurisdiction over the consummation and enforcement of the Settlement, without affecting
20 the finality of this Final Approval Order and Judgment.

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22 **IT IS SO ORDERED.**

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25 Dated: October 11, 2022



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The Honorable George H. Wu
27 United States District Judge
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