

1 This matter has come before the Honorable Winifred Y. Smith in Department 21 of the
2 above-entitled Court, located at Administration Building, 1221 Oak Street, Oakland, California
3 94612, on Plaintiffs Michael Hearn and Franklin Turner's (together, "Plaintiffs") Motion for
4 Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payments
5 ("Motion for Final Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiffs, and
6 Jackson Lewis P.C. appeared on behalf of Defendant Thredup, Inc. ("Defendant").

7 On September 15, 2020, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
10 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
11 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
12 for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt employees of Defendant in
26 California at any time during the period from November 8, 2014 through
September 15, 2020 ("Class" or "Class Members").

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1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
21 the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
27 Order and Judgment.

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1 7. The Court finds that one (1) Class Member has timely and validly opted out of the
2 Settlement and will not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that payment of Settlement Administration Costs in the amount of
4 \$14,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
7 \$14,500.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Enhancement Payments sought are fair and reasonable for
9 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of ~~\$7,500.00~~ ^{\$5,000} each to Plaintiffs Michael Hearron and
11 Franklin Turner for their Enhancement Payments, according to the terms and methodology set
12 forth in the Settlement Agreement.

13 10. The Court finds that the allocation of \$50,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Penalties as follows: the amount of \$37,500.00 to the California Labor and Workforce
17 Development Agency, and the amount of \$12,500.00 to be included in the Net Settlement Amount
18 for distribution to Settlement Class Members, according to the terms and methodology set forth in
19 the Settlement Agreement.

20 11. The Court finds that the request for attorneys' fees in the amount of ~~\$297,500.00~~ ^{\$255,000} to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of ~~\$297,500.00~~ ^{\$255,000} to Class Counsel for attorneys' fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 12. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$14,700.81 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Settlement Administrator issue payment in the amount of \$14,700.81 to Class Counsel for

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 13. The Court hereby enters Judgment by which Settlement Class Member shall be
4 conclusively determined to have given a release of any and all Released Claims against the
5 Released Parties, as set forth in the Settlement Agreement and Class Notice.

6 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
7 in accordance with the terms and methodology set forth in the Settlement Agreement.

8 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
9 Settlement Payments to the Settlement Class Members according to the methodology and terms
10 set forth in the Settlement Agreement.

11 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
12 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
13 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
14 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
15 any dispute arising from or in connection with the distribution of settlement benefits.

16 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
17 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
18 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date
19 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

20 18. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
21 calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court
22 specifying, among other things, the total amount paid to Settlement Class Members, the leftover
23 residual of settlement funds that will be paid to the entities identified as recipients of such funds
24 in the Settlement Agreement, and the amount of the portion of attorneys' fees that were held back,
25 along with a proposed amended judgment containing language addressing the tentative
26 transmission of the leftover residual funds to the entities identified as recipients of such funds in
27 the Settlement Agreement and also the release of the portion of the attorneys' fees that were held
28 back. No later than five (5) calendar days after receipt of notice of the entry of the amended

1 judgment, Class Counsel shall submit the amended judgment to the Judicial Council, pursuant to
2 California Code of Civil Procedure section 384.5.

3 19. A Final Compliance Hearing is set for November 9, 2021 at
4 10:00 0 a.m. / p.m. in Department 21.

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Dated: March 25, 2021 Winifred Y. Smith
HONORABLE WINIFRED Y. SMITH
JUDGE OF THE SUPERIOR COURT