



HENRY and CATHERINE ANDERSON and
LINDSAY SEWEKOW, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

BURLINGTON COAT FACTORY OF NEW
JERSEY, LLC, and BURLINGTON STORES,
INC., each doing business as "Burlington Coat
Factory",

Defendants.

CAMDEN COUNTY SUPERIOR COURT
SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NO. CAM-L-2582-17

**FINAL APPROVAL ORDER AND
JUDGMENT**

On the 22nd day of April, 2019, this Court heard plaintiffs Henry and Catherine Anderson and Lindsay Sewekow's ("Plaintiffs") Motion for Final Approval of the Class Action Settlement and Plaintiffs' Unopposed Motion for Attorneys' Fees, Expenses and Incentive Awards. This Court reviewed: (a) the motions and their supporting papers, including the Agreement of Settlement and Release ("Agreement"); (b) any objections filed with or presented to the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments. Based on this review and the findings below, the Court finds good cause to grant the Motion for Final Approval of the Class Action Settlement and the Motion for Attorneys' Fees, Costs, and Incentive Awards.

FINDINGS:

1. Unless otherwise specified, defined terms in this Final Order and Judgment have the same definition as the terms in the Agreement.
2. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements for final approval of this class action settlement under New Jersey law.
3. The Parties adequately performed their obligations under the Agreement.

4. Defendant Burlington Coat Factory Warehouse Corporation (improperly named in the Complaint as Burlington Coat Factory of New Jersey, LLC and Burlington Stores, Inc., each doing business as “Burlington Coat Factory”) (“Burlington” or “Defendant”), through the Claims Administrator, provided notice to Class Members in compliance with Section 3.3 of the Agreement, New Jersey Rule of Court 4:32-1, the New Jersey and United States Constitutions, and any other applicable law. The notice: (i) fully and accurately informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so that Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed Settlement; (iii) provided procedures for Class Members to file written objections to the proposed Settlement, to appear at the hearing, and to state objections to the proposed Settlement; and (iv) provided the time, date and place of the final fairness hearing.

5. An award of up to \$815,000 in attorneys’ fees and costs to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel’s experience and efforts in prosecuting this Action, and the benefits obtained for the Class.

6. An incentive award to Plaintiffs Henry Anderson, Catherine Anderson, and Lindsay Sewekow in the amount of \$2,000 (each) is fair and reasonable in light of: (a) Plaintiffs’ risks (including financial, professional, and emotional) in commencing this action as the Class Representatives; (b) the time and effort spent by Plaintiffs litigating this action as Class Representatives; and (c) Plaintiffs’ public interest service.

IT IS ORDERED THAT:

7. **Class Members.** For Settlement purposes, a Class Member is defined as follows:

All New Jersey citizens who made one or more in-store purchase(s) at a Burlington store located in New Jersey between June 26, 2011 and May 22, 2017, and did not receive a refund or credit for their purchase(s).

8. **Binding Effect of Order.** This order applies to all claims or causes of action settled under this Agreement, and binds all Class Members, including those who did not properly request exclusion under the terms of the Preliminary Approval and Provisional Class Certification Order.

This order does not bind persons who filed timely and valid requests for exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from the Settlement.

9. **Release.** Plaintiffs and all Class Members who did not properly request exclusion are: (1) deemed to have released and discharged Burlington from all claims arising out of or asserted in this Action and claims released under the Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims.

10. **Class Relief.** Burlington will issue the appropriate number of Purchase Certificates(s) to all Class Members who are Claimants or are otherwise entitled to a Purchase Certificate under Section 2.1 of the Agreement, according to the procedure set forth in Section 2.2 of the Agreement.

11. **Attorney's Fees and Costs.** Class Counsel is awarded up to \$815,000 in fees and costs. Burlington must pay Class Counsel this amount according to the timeline set forth in Section 2.4 of the Agreement.

12. **Incentive Awards.** Plaintiff Henry Anderson is awarded \$2,000 as an incentive award. Plaintiff Catherine Anderson is awarded \$2,000 as an incentive award. Plaintiff Lindsay Sewekow is awarded \$2,000 as an incentive award. Burlington must pay Plaintiffs this amount according to the timeline set forth in Section 2.3 of the Agreement.

13. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms and date of this Order.

14. **Court's Jurisdiction.** Pursuant to the parties' request, the Court retains jurisdiction over this action and the parties until final performance of the Agreement.

IT IS SO ORDERED.

Dated: 4-22-19



 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Class Members Excluded from Settlement:

Bimpe Adeyeni

Bridget DeZinno

Diane DiCara

Kerri Doherty

Elaine Fisher

Wendy Keppe

Carol Kiely

Meredith W. Levin

Brailen Marceaux

Melissa Mount

Hugo Neyra

Nancy Scott