



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.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NO. CAM-L-2582-17

**[PROPOSED] AMENDED ORDER
GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT AND
PROVISIONAL CLASS
CERTIFICATION**

On the 4th day of January, 2019, this Court heard Plaintiffs Henry and Catherine Anderson and Lindsay Sewekow's ("Plaintiffs") motion for preliminary approval of class settlement and provisional class certification under New Jersey Court Rule 4:32-1(b)(2) and (b)(3). This Court reviewed the motion, including the Agreement of Settlement and Release (the "Agreement" or "Settlement"). Based on this review and the findings below, the Court finds good cause to GRANT the motion.

FINDINGS:

1. Unless otherwise specified, defined terms in this Preliminary Approval and Provisional Class Certification Order have the same definition as the terms in the Agreement.
2. The Agreement, as amended, falls within the range of possible approval as fair, reasonable and adequate.
3. The Court finds that the Full Notice, Email Notice, Postcard Notice, and Publication Notice (a) constitute the best notice practicable under the circumstances, (b) constitute valid, due, and sufficient notice to all members of the Class, and (c) comply fully with the requirements of New Jersey Rule of Court 4:32-1, the New Jersey and United States Constitutions, and other applicable law.

4. For settlement purposes only, the Court finds the proposed Class is so numerous that joinder of all Class Members is impracticable, Plaintiffs' claims are typical of those of the Class, there are questions of law and fact common to the Class and such common questions predominate over any questions affecting only individual members of the Class, and Class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

IT IS ORDERED THAT:

5. **Settlement Approval.** The Agreement of Settlement, including the Full Notice, Email Notice, Postcard Notice, Publication Notice, and Claim Form attached to the Agreement as Exhibits B-G, is preliminarily approved.

6. **Provisional Certification.** The Class is provisionally certified, for settlement purposes only, 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).

7. **Appointment of Class Representative and Class Counsel.** Plaintiffs Henry Anderson, Catherine Anderson, and Lindsay Sewekow are conditionally appointed as the class representatives to implement the Settlement. The law firm of DeNittis Osefchen Prince, P.C. is conditionally appointed as Class Counsel. The Court finds Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class.

8. **Provision of Class Notice.** 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 a Claims Administrator, shall notify the Class of the Settlement in the manner specified under Section 3.3 of the Agreement and will establish a Cash Fund to pay the costs associated with claims administration and providing notice, consistent with the terms set forth in the Agreement.

9. **Objection to Settlement.** Class Members who have not submitted a timely written exclusion and who desire to object to the settlement contemplated in the Agreement may file a written objection with the Court and serve such objection on Class Counsel and Defendant's Counsel no later than seventy-five (75) calendar days after entry of this Order. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. Written objections should state: (1) the name and case number of the Action; (2) the Class Member's full name, address, and telephone number; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, the legal and factual arguments supporting the objection; (5) facts supporting the person's status as a Class Member (*e.g.*, either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases); (6) the Class Member's signature and the date; and (7) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing statements regarding class membership are true and correct to the best of my knowledge." Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, the award of attorneys' fees and costs, or to the incentive awards to the Class Representatives. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must inform the Parties and the Court no later than seventy-five (75) calendar days after entry of this Order by providing a "Notice of Intention to Appear." Such a "Notice of Intention to Appear" must be timely filed and served upon the Court, Class Counsel, and Defendant's Counsel. Only Class Members who file and serve timely Notices of Intention to Appear may speak at the Fairness Hearing.

10. **Failure to Object to Agreement.** Class Members who do not object to the Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Agreement; and (3) not be entitled to speak at the Fairness Hearing.

11. Requesting Exclusion. Class Members who desire to be excluded from the Settlement must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than seventy-five (75) calendar days after entry of this Order. If a Class Member submits a Claim Form and a request for exclusion, the request for exclusion will be deemed invalid. If a Class Member submits both an objection and a request for exclusion, the objection will be deemed invalid.

12. Claim Form. In order to receive a Purchase Certificate, Class Members must submit a complete and valid Claim Form no later than one hundred twenty (120) calendar days after entry of this Order. Class Members who wish to obtain an additional Purchase Certificate must submit a Claim Form with proof of Qualifying Purchases, exclusive of returns, totaling \$500 or more to receive such additional Purchase Certificates.

13. Termination. If the Agreement terminates for any reason, the following will occur: (a) this Order and all of its provisions will be vacated, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiffs as class representatives, and conditional appointment of Plaintiffs' Counsel as Class Counsel; (b) the Action will revert to the status that existed before the Plaintiffs filed their motion for approval of the Preliminary Approval Order; and (c) no term or draft of the Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. This Order will not waive or otherwise impact the Parties' rights or arguments.

14. No Admissions. Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

15. Stay of Dates and Deadlines. All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Agreement and this Order.

16. **Fairness Hearing.** On April 22, at 1:30, (suggested date on or after April 15, 2019) this Court will hold a Fairness Hearing to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. All papers supporting final approval of the Agreement and Plaintiffs' request for attorneys' fees and costs and Class Representatives' incentive awards must be filed no later than ten (10) calendar days before the Fairness Hearing. Based on the date of this Order and the date of the Fairness Hearing, the following are the certain associated dates in this Agreement:

Event	Timing	Date
Last day for Defendant, through the Claims Administrator, to send Email Notice and Postcard Notice, provide Publication Notice, and start operating Settlement Website.	30 days after entry of this Order	02/07/19
Deadline for Class Members to object to or request exclusion from the Settlement.	75 days after entry of this Order	03/20/19
Fairness Hearing (all final approval briefing must be filed 10 days prior).	100 days after entry of this Order	
Deadline for Class Members to file a claim.	150 days after entry of this Order	06/06/19

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website but, other than the website posting, Defendant will not be required to provide any additional notice to Class Members.

IT IS SO ORDERED.

Dated: 4/4/19


The Honorable Donald J. Stein, J.S.C.



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January 4, 2019

Via Federal Express

The Honorable Donald J. Stein, J.S.C.
Superior Court of New Jersey
Camden County Hall of Justice
101 South Fifth Street, Suite 530
Camden, New Jersey 08103

RE: Anderson, et al. v. Burlington Coat Factory, et al.
Docket No: CAM-L-2582-17

Dear Judge Stein:

This firm represents plaintiffs in the above caption matter. On December 7, 2018, an Order Granting Preliminary, Nonbinding Approval of the Proposed Class Action Settlement was entered by Your Honor. Pursuant to the said Order, the approved class settlement notice was to be sent to all potential class members within 30 days of that Order. Unfortunately, due to some logistical issues and the holidays, the Claims Administrator needs an additional 30 days to accomplish this task.

Accordingly, the parties have met and conferred with the Claims Administrator and are jointly submitting the enclosed Proposed Amended Order Granting Preliminary Approval requesting that Your Honor kindly execute to allow additional time for class notices to be sent out by the Claims Administrator. As Your Honor will see, we simply pushed out all of the dates from the previous Order of 30 days and left the rest of the Order unchanged. The parties respectfully request that the Final Approval Fairness Hearing be scheduled sometime on or after April 15, 2019.

Stephen J. Eschlichter¹ | Joseph A. Osefchen² | Shous L. Prince³ | Ross H. Schmierer⁴ | Joseph A. D'Avanzo

Should Your Honor have any questions or concerns, the parties are happy to participate in a telephone conference. If not, the parties respectfully request Your Honor enter the enclosed Order and circulate as soon as possible. In addition, the parties have enclosed a self-addressed stamped envelope for Your Honor's convenience.

Respectfully submitted,

DeNITTIS OSEPHEN PRINCE, P.C.



STEPHEN P. DeNITTIS

SPD:kbd

Encl.

cc: Gregory T. Parks, Esquire
Jacqueline Gorbey, Esquire