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11 Attorneys for Plaintiffs,
12 **RUIQI YE, YOLIN HAN**

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 RUIQI YE and YOLIN HAN, individually
16 and on behalf of all other similarly-situated
individuals,

17 Plaintiffs,

18 v.

19 SEPHORA USA, INC.,

20 Defendant.
21

Case No. [14-cv-05237-EMC](#)

22 **ORDER PRELIMINARILY**
23 **APPROVING THE PROPOSED**
24 **SETTLEMENT**

25 The above matter came before the Court for Preliminary Approval of the Proposed
26 Settlement, Certification of the Settlement Class, Appointment of Named Plaintiff’s Counsel,
27 Wigdor LLP and Anderson & Poole, P.C., as Class Counsel, Appointment of Dahl
28 Administration LLC (“Dahl”) as administrator of the settlement (“Claims Administrator” or
“Administrator”) and Approval of the Proposed Court-Authorized Notice of Settlement (the
“Proposed Notice” or “Notice”) (collectively, the “Proposed Order”).

1 1. Based upon the Court’s review of the motion papers filed by Plaintiffs Ruiqi Ye
2 and Yolin Han (together referred to as, “Plaintiffs”), including the Declaration of Jeanne M.
3 Christensen (“Christensen Decl.”) and the Declaration of Elizabeth J. Chen, and all other papers
4 submitted in connection with the Motion for Preliminary Approval, and the factors set forth in
5 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), and *Churchill Village, L.L.C. v.*
6 *GE*, 361 F.3d 566, 575 (9th Cir. 2004), including the verdict value of the claims and the risks to
7 the plaintiff as to both class certification and the merits, and for the reasons stated on the record,
8 the Court **GRANTS** preliminary approval of the settlement memorialized in the Class Action
9 Settlement Agreement (the “Agreement”) by and between Plaintiffs and Defendant (the
10 “Parties”).

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12 2. The Court provisionally certifies the following class under Federal Rule of Civil
13 Procedure 23(e), for settlement purposes only (“Class Members” or the “Proposed Class”) as:

14 All Sephora customers who meet all of the following criteria: (i)
15 had one or more Sephora “Beauty Insider” account(s) with VIB or
16 VIB Rouge status as of November 4, 2014 that was associated with
17 an email address from the domain @qq.com, @126.com, or
18 @163.com; (ii) had their account(s) deactivated as a result of the
19 computer code that Sephora implemented on or about November 6,
20 2014; and (iii) attempted to but were unable to make a purchase at
www.sephora.com using their “Beauty Insider” account(s) at some
point in November 2014.

21 3. The Proposed Class meets all of the requirements for settlement class certification
22 under Federal Rule of Civil Procedure 23(a) and (b)(3).

23 4. The Court appoints Jeanne M. Christensen and Elizabeth J. Chen of Wigdor LLP,
24 85 Fifth Avenue, New York, New York 10003, and Jamie C. Couche of Anderson & Poole, P.C.,
25 601 California Street, Suite 1300, San Francisco, CA 94108, as Class Counsel because the firms
26 meet all of the requirements of Federal Rule of Civil Procedure 23(g).

27 5. The Court appoints Named Plaintiffs Ruiqi Ye and Yolin Han as Class
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1 Representatives.

2 6. The Court appoints Dahl Administration LLC as Claims Administrator, who will
3 be responsible for administering the settlement.

4 7. The Court approves the proposed Legal Notice of Settlement of Class Action (the
5 “Proposed Notice”), attached hereto as Exhibit 1, and directs its distribution to the Class
6 Members.

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8 8. The Court approves the Court Authorized Notice of Settlement (the “Proposed
9 Long Form Notice”), attached hereto as Exhibit 2, and directs its posting to the website posted by
10 the Claims Administrator in connection with the administration of this Settlement.

11 9. The Court approves the proposed Claim Form, attached hereto as Exhibit 3, and
12 directs its distribution to the Class Members.

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14 10. The Court approves the proposed Request for Exclusion Form, attached hereto as
15 Exhibit 4, and directs its distribution to the Class Members.

16 11. The Court hereby sets the following settlement procedure:

17 a. Within 14 days after the entry of this Order, Defendants will provide the Claims
18 Administrator and Class Counsel with a list of each Sephora “Beauty Insider” account(s) with
19 VIB or VIB Rouge status as of November 4, 2014 that was associated with an email address
20 from the domain @qq.com, @126.com, or @163.com that was deactivated as a result of the
21 computer code that Sephora implemented on or about November 6, 2014. In addition to the
22 email addresses from the associated domains @qq.com, @126.com, or @163.com, Defendants
23 will provide the name, last known billing address and the primary email address associated with
24 each account according to Sephora’s records (the “Class Data”), to the extent that Sephora has
25 access to this information.

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27 b. No later than 10 days after receiving the Class Data, the Claims Administrator
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1 shall email to each Class Member at all email addresses associated with a qualifying “Beauty
2 Insider” account, a link to the Class Notice and a link to the website created and operated by the
3 Claims Administrator (“Class Website”) that is dedicated to this Settlement Agreement and
4 provides access to fillable and downloadable Claim Form. The Claims Administrator will also
5 mail notice to each Class Member to the extent that such Class Members have a billing address
6 associated with their Beauty Insider account.
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8 c. The Proposed Class will have 45 days after the date the Proposed Notice is
9 emailed to submit the Claim Form, or opt-out of or object to the Agreement (the “Claim
10 Period”).

11 d. The Court will hold a Final Approval Hearing on **May 25, 2017 at 1:30 p.m.** at
12 Courtroom 5, United States District Court, Northern District of California, 450 Golden Gate
13 Avenue, 17th Floor, San Francisco CA 94102.
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15 e. Within 10 business days after the conclusion of the Claim Period, the Claims
16 Administrator shall, based upon the Claim Forms received by the Claims Administrator and
17 according to the terms of this Agreement and other claims procedures that may be implemented:
18 (a) determine whether each Claim Form represents an Authorized Claimant; (b) determine
19 whether any individual has submitted more than one Claim Form, and if so de-duplicate; (c)
20 based on the number of Authorized Claimants, determine the Settlement Benefits to be provided
21 to each Authorized Claimant; and (d) provide to the Parties, if and as requested, the information
22 and methodology used by the Claims Administrator to determine the Settlement Benefits due to
23 each Authorized Claimant.
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25 f. Plaintiffs shall submit a Motion for Final Approval of the Settlement and for
26 Entry of the Judgment and Order of Dismissal, and a Motion for Approval of Class Counsel’s
27 Fees and Expenses (“Final Approval Motions”) at least three weeks prior to the close of the
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1 Claim Period, and shall post such filed fee motion on the settlement website.

2 g. After the fairness hearing, if the Court grants the Final Approval Motion, the
3 Court will issue a Final Approval Order. If no party appeals the Final Approval Order, the
4 “Effective Date” of the Agreement will be the last to occur of the following: (a) the date of final
5 affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the
6 Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is
7 filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s
8 Judgment.
9 Judgment.

10 h. No later than 10 business days after the Effective Date, Defendant shall transmit
11 the funds necessary to the Claims Administrator to cover the total payments to be sent to
12 Authorized Claimants.
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14 i. The Claims Administrator will disburse the first distribution of settlement funds
15 to the Authorized Claimants, Court-approved attorneys’ fees and costs, Court-approved
16 enhancement awards, Court-approved Claims Administrator’s fees and *cy pres* funds, if any,
17 within 14 days after receipt of the funds from Defendant.
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19 j. Following the one year period during which the Electronic Gift Cards are valid,
20 Sephora will assess whether all electronic gift cards issued have been fully redeemed. For any
21 gift cards that have not been fully redeemed during the one year period, all such funds will be
22 paid to the *cy pres* recipient.
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24 k. The Parties shall abide by all terms of the Agreement, including, but not limited
25 to, those terms addressing the timing and method of Defendant’s payments into a settlement
26 fund, and disbursement of same by the Claims Administrator to the Proposed Class.
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1 12. The Court removes all trial-related deadlines and hearings from the calendar.
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3 This order disposes of Docket No. 146.

4 **IT IS SO ORDERED.**

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6 Dated: January 26, 2017



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