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16
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 IN AND FOR THE COUNTY OF LOS ANGELES

19
20 DONALD CABRAL, an individual, on
behalf of himself, and on behalf of all persons
21 similarly situated,

22 Plaintiff,

23 vs.

24 CREATIVE COMMUNICATION
TECHNOLOGIES, INC.; and Does 1 to 10,

25 Defendants.
26

Case No. **BC402239**

**FINAL APPROVAL
ORDER**

Judge: Hon. Kenneth R. Freeman
Dept: Dept. 64

Action Filed: September 5, 2008

ORIGINAL FILED

MAY 19 2011

**LOS ANGELES
SUPERIOR COURT**

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement and
2 Release ("Settlement Agreement") and for an award of attorneys' fees, as provided for in
3 the Settlement Agreement, duly came on for hearing on May 10, 2010 before the Honorable
4 Kenneth R. Freeman, Judge of the above entitled Court. Kyle Nordrehaug of the law firm
5 of Blumenthal, Nordrehaug & Bhowmik appeared on behalf of Plaintiff Donald Cabral
6 ("Plaintiff") and the Settlement Class. Parker, Milliken, Clark, O'Hara & Samuelian
7 appeared on behalf of Defendant Creative Communication Technologies, Inc.
8 ("Defendant").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with
12 the motion, the Court makes the following findings:

13 **Preliminary Approval of the Class Settlement**

14 On December 6, 2010, the Court granted preliminary approval of a class
15 wide settlement. At this same time the court approved certification of a provisional
16 settlement class.

17 **Notice to Settlement Class**

18 1. In compliance with the Preliminary Approval Order, class notice was
19 mailed by first class mail to class members at their last known addresses on or about
20 January 5, 2011. Mailing of class notice and claim form at their last known addresses was
21 the best notice practicable under the circumstances and was reasonably calculated to
22 communicate actual notice of the litigation and the proposed settlement to members of the
23 Settlement Class.

24 2. The deadline for opting out or objecting was March 7, 2011. There
25 was an adequate interval between notice and deadline to permit class members to choose
26 what to do and act on their decision. No class members opted out.

27 **Fairness Of Settlement**

28 1. The Settlement, as embodied in the Settlement Agreement, is entitled

1 to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

2 a. The Settlement was reached through arm's-length bargaining
3 between the parties through mediation before Hon. Alexander Williams III (ret.) and
4 subsequent settlement negotiations between counsel for the parties. There has been no
5 collusion between the parties in reaching the proposed settlement.

6 b. Plaintiff's investigation and discovery have been more than
7 sufficient to allow the court and counsel to act intelligently. At the time of the Settlement
8 on April 19, 2010, there was a Certified Class, discovery was complete and the parties were
9 preparing for trial which was scheduled to commence on May 26, 2010.

10 c. Counsel for both parties are experienced in similar
11 employment class action litigation. All counsel recommended approval of the Stipulation.

12 d. The percentage of objectors is small. Zero (0) objections
13 were received. Zero (0) requests for exclusion have been received.

14 2. The consideration to be given to the Settlement Class under the terms
15 of the Stipulation is reasonable considering the strengths and weaknesses of the claims
16 asserted in this action and the ability of the Defendant to pay, and is fair, reasonable and
17 adequate compensation for the dismissal of this action and release of class members' claims,
18 given the uncertainties and risks of the litigation and the delays which would ensue from
19 continued prosecution of the action.

20 3. The proposed Settlement is fair, adequate and reasonable and in the
21 best interests of the Settlement Class and its members. The payment of penalties to the
22 Labor and Workforce Development Agency under California's Private Attorney General
23 Act ("PAGA") is also approved to settle the PAGA claims.

24 **Attorneys' Fees, Costs and Enhancement Award**

25 1. The Stipulation provides for an award of up to \$250,000.00 to
26 Settlement Class Counsel as attorneys' fees in this action, subject to the Court's approval.
27 The Stipulation also provides for an award of up to \$50,000.00 for Litigation Costs. Class
28 Counsel requests an award of \$45,980.06 as reimbursement for Litigation Costs, and

