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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOSHUA MUNOZ, individually, and
on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

J.C. PENNEY CORPORATION,
INC., a Delaware corporation; J.C.
PENNEY COMPANY, INC., and a
Delaware corporation; DOES 1
through 10, inclusive,

Defendants.

Case No.: CV09-00833 ODW (VBKx)

Hon. Otis D. Wright II

CLASS ACTION

**FINAL JUDGMENT AND ORDER
OF DISMISSAL**

Date: September 13, 2010
Time: 1:30 p.m.
Place: Courtroom 11

Filed: May 19, 2008
Removed: February 3, 2009

Initiative Legal Group APC
1800 CENTURY PARK EAST, SECOND FLOOR, LOS ANGELES, CALIFORNIA 90067

1 The Court has received and considered the proposed Joint Stipulation of
2 Settlement and Release (hereinafter the “Settlement Agreement”), which is
3 incorporated herein by reference, including the adoption of defined terms. The
4 Court has previously granted conditional class certification; has been informed
5 by declaration that notice of the settlement has been given to the Class (as
6 defined below); has held a final fairness hearing at which all parties appeared by
7 their counsel and at which the Court afforded Class Member Debbie Figueroa an
8 opportunity to object to the Settlement Agreement; has received and reviewed
9 briefing and evidence, including supplemental briefing and evidence, as to why
10 the proposed settlement is fair, adequate and in the best interests of the
11 represented class; and has considered all other arguments and submissions in
12 connection with the proposed settlement, including Ms. Figueroa’s objection.

13 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY**
14 **ORDERED, ADJUDGED AND DECREED THAT:**

15 1. The Settlement Agreement and the terms therein are fair,
16 reasonable, and adequate as to the settling parties, including the Class, and is
17 hereby finally approved in all respects. The parties are hereby directed to
18 perform according to the Settlement Agreement’s terms.

19 2. Having considered the papers, evidence and oral argument
20 pertaining to the objection of Debbie Figueroa, the Court finds that the Release,
21 as drafted by the parties and disseminated to the Class, is fair, adequate, and
22 reasonable, and on that basis overrules Ms. Figueroa’s objection in its entirety.

23 3. The Class represented herein by Plaintiff is defined as follows: All
24 current and former non-exempt employees of Defendants J.C. Penney
25 Corporation, Inc. and J.C. Penney Company, Inc. (collectively, “Defendants”) in
26 California retail stores between May 19, 2004 and December 21, 2009 (or if any
27 such person is incompetent or deceased, the person’s legal guardian, executor,
28 heir or successor in interest).

1 4. The unopposed application of Initiative Legal Group APC (“Class
2 Counsel”) for costs and attorneys’ fees award against Defendants is hereby
3 granted. Defendants shall pay \$1,875,000 in fees and litigation costs of \$75,000
4 to Class Counsel, with the payment to be made as provided for in the Settlement
5 Agreement.

6 5. The Court also awards a class representative enhancement of
7 \$15,000 to Plaintiff Joshua Munoz. The class representative enhancement shall
8 be paid in accordance with the terms of the Settlement Agreement. The Claims
9 Administrator, Rust Consulting, Inc., shall be paid for actual administrative
10 expenses not to exceed \$213,000 in accordance with the terms of the Settlement
11 Agreement. The Court approves the allocation of \$100,000 from the Total
12 Settlement Amount as penalties in connection with claims under the California
13 Labor Code Private Attorneys General Act of 2004 (“PAGA”). Pursuant to
14 PAGA, 75 percent of this allocation, or \$75,000, will go to the Labor Workforce
15 Development Agency (LWDA). The remaining 25% of the allocation, or
16 \$25,000, will remain as part of the Net Settlement Amount for distribution to
17 Participating Class Members.

18 6. All Class Members, except those who timely opted out of the
19 settlement, are bound by the instant Final Judgment and Order of Dismissal with
20 Prejudice and by the previously approved Settlement Agreement. Each
21 participating Class Member is hereby deemed to have released Defendants and
22 any related parties, as defined in the Settlement Agreement, from the claims
23 described in the Settlement Agreement.

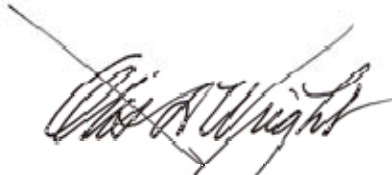
24 7. This action is hereby dismissed on the merits, with prejudice. The
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8. Court shall retain jurisdiction of this action. Jurisdiction shall be retained consistent with the Settlement Agreement's provisions.

IT IS SO ORDERED.

Dated: September 20, 2010



Hon. Otis D. Wright II
Judge, U.S. District Court
for the Central District of California