

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

JAMES R. HAWKINS, APLC  
JAMES R. HAWKINS, SBN 192925  
GREGORY MAURO, SBN 222239  
9880 Research Drive, Suite 200  
Irvine, CA 92618  
Tel: 949.387-7200  
Fax: 949.387-6676  
james@jameshawkinsaplc.com  
greg@jameshawkinsaplc.com

Attorneys for Plaintiff  
LOMEASE MORGAN

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

LOMEASE K. MORGAN, on behalf of  
herself and all others similarly situated,

Plaintiff,

vs.

ARAMARK CAMPUS, LLC, a  
Delaware Corporation, ARAMARK  
CAMPUS, INC. a Delaware  
Corporation, and DOES 1 through 50,  
inclusive,

Defendants.

Case No. SACV08-00412 CJC (RNBx)

Assigned to Hon. Cormac J. Carney

CLASS ACTION

**[PROPOSED] FINAL JUDGMENT AND  
ORDER GRANTING FINAL  
APPROVAL OF JOINT STIPULATION  
OF SETTLEMENT AND RELEASE  
AND DISMISSING ACTION**

Date: November 16, 2009  
Time: 01:30 p.m.  
Courtroom: 9B

1 The Court, having considered whether to order final approval of the  
2 settlement of the above-captioned action pursuant to the Stipulation of Settlement  
3 and Release ("Settlement") filed on or about July 24, 2009, having read and  
4 considered all of the papers and argument of the parties and their counsel, having  
5 granted preliminary approval on August 12, 2009, having directed that notice be  
6 given to all Class Members of preliminary approval of the Settlement and the final  
7 approval hearing and the right to be excluded from the Settlement, and having  
8 received no objections or opt-outs to the Settlement and good cause appearing,

9 **IT IS HEREBY ORDERED AS FOLLOWS:**

10 1. Terms used in this Judgment and Order of Final Approval have the  
11 meanings assigned to them in the Settlement.

12 2. This Court has jurisdiction over the claims asserted in the Action by  
13 Plaintiff Lomease Morgan ("Plaintiff"), and over Class Members and Defendant  
14 ARAMARK Campus, LLC ("Defendant").

15 3. The Court hereby makes final the conditional class certification  
16 contained in the Preliminary Approval Order, and thus makes final for purposes of  
17 the Settlement only, the certification of a Class whose members consist of all food  
18 service employees who were classified by ARAMARK Campus, LLC and/or  
19 ARAMARK Campus, Inc. as non-exempt and who work or worked for  
20 ARAMARK Campus, LLC and/or ARAMARK Campus, Inc. in California at any  
21 time from March 14, 2004 through August 12, 2009 [the date of preliminary  
22 approval of the Settlement by the Court].

23 4. The Court hereby finds that the Notice of Settlement, as mailed to all  
24 Class Members by September 10, 2009, fairly and adequately described the  
25 proposed Settlement, the manner in which Class Members could object to or  
26 participate in the Settlement, and the manner in which Class Members could opt out  
27 of the Settlement Class; was the best notice practicable under the circumstances;  
28 was valid, due and sufficient notice to all Class Members; and complied fully with

1 the Federal Rules of Civil Procedure, due process, and all other applicable laws.  
2 The Court further finds that a full and fair opportunity has been afforded to Class  
3 Members to participate in the proceedings convened to determine whether the  
4 proposed Settlement should be given final approval. Accordingly, the Court hereby  
5 determines that all Class Members who did not file a timely and proper request to  
6 be excluded from the Settlement are bound by this Judgment and Order of Final  
7 Approval.

8         5. The Court hereby finds that the Settlement, including the Maximum  
9 Settlement Amount, is fair, reasonable, and adequate as to the Class, Plaintiff and  
10 Defendant, and is the product of good faith, arms-length negotiations between the  
11 Parties, and further, that the Settlement is consistent with public policy, and fully  
12 complies with all applicable provisions of law. The Court makes this finding based  
13 on a weighing of the strength of Plaintiff's claims and Defendant's defenses with  
14 the risk, expense, complexity, and duration of further litigation. The Court also  
15 finds that the Settlement is the result of non-collusive arms-length negotiations  
16 between experienced counsel representing the interests of the Class and Defendant,  
17 after thorough factual and legal investigation. In granting final approval of the  
18 Settlement, the Court considered the nature of the claims, the amounts and kinds of  
19 benefits paid in settlement, the allocation of settlement proceeds among the Class  
20 Members, and the fact that the Settlement represents a compromise of the Parties'  
21 respective positions rather than the result of a finding of liability at trial.  
22 Additionally, the Court finds that the terms of the Settlement have no obvious  
23 deficiencies and do not improperly grant preferential treatment to any individual  
24 Class Member. The Court further finds that the response of the Class to the  
25 Settlement supports final approval of the Settlement. Specifically, no Class  
26 Member objects to the Settlement, and no Class Member has opted out of the  
27 Settlement. Accordingly, pursuant to Rule 23(e), the Court finds that the terms of  
28 the Settlement are fair, reasonable, and adequate to the Class and to each Class

1 Member. *Staton v. Boeing*, 327 F.3d 938, 960 (9th Cir. 2003). The Court also  
2 hereby finds that Plaintiff has satisfied the standards and applicable requirements  
3 for final approval of this class action settlement under Rule 23, for the reasons  
4 stated in the Preliminary Approval Order. Accordingly, the Court hereby finally  
5 and unconditionally approves the Settlement and authorizes Defendant to pay the  
6 individual Settlement Payments from the Settlement Pool in accordance with the  
7 terms of the Settlement.

8 6. The Court orders the Parties to implement, and comply with, the terms  
9 of the Settlement.

10 7. The Court approves the settlement of the Released Claims as defined  
11 in the Settlement. As of the Effective Date of the Settlement, as defined in the  
12 Settlement, all of the Released Claims of each Class Member who did not timely  
13 opt out, as well as the Class Representative's Released Claims, are and shall be  
14 deemed to be conclusively released as against the ARAMARK Releasees (as  
15 defined by the Settlement). As of the date of this Judgment and Order of Final  
16 Approval, all Class Members who did not timely opt out are bound by the instant  
17 Judgment and Order of Final Approval, and the Settlement. Except as to such  
18 rights or claims that may be created by the Settlement, all Class Members as of the  
19 date of this Judgment and Order of Final Approval who did not timely opt out are  
20 hereby forever barred and enjoined from commencing or prosecuting any of the  
21 claims, either directly, representatively or in any other capacity, that are released by  
22 the Settlement against any of the ARAMARK Releasees.

23 8. Class Counsel, JAMES HAWKINS, APLC, are designated as Class  
24 Counsel for the purposes of accomplishing and effectuating the settlement;

25 9. Defendant agreed in the Settlement not to object to Plaintiff's request  
26 for a Service Payment in the amount of \$5,000.00 as payment to her for her services  
27 as Plaintiff and Class Representative. The Court has considered Plaintiff's request  
28 for a Service Payment and, good cause appearing, hereby grants Plaintiff's request

1 in the amount of \$5,000.00 and authorizes Defendant to pay this amount from the  
2 Maximum Settlement Amount in accordance with the terms of the Settlement.

3 10. Defendant further agreed in the Settlement not to oppose any motion  
4 by Plaintiff for reasonable attorneys' fees requesting up to 25% of the Maximum  
5 Settlement Amount (\$150,000.00) and actual litigation expenses incurred by Class  
6 Counsel (not to exceed \$10,000), to be approved by the Court. The Court has  
7 considered Plaintiff's motion for the award of attorneys' fees and costs and, good  
8 cause appearing, hereby awards Class Counsel attorneys' fees in the amount of  
9 \$150,000.00 and costs in the sum of \$8,367.38, and authorizes Defendant to pay  
10 such amounts from the Maximum Settlement Amount in accordance with the terms  
11 of the Settlement.

12 11. Defendant further agreed in the Settlement to pay from the Maximum  
13 Settlement Amount the reasonable costs of the Claims Administrator associated  
14 with notices to the Class and the administration of the Settlement and all costs  
15 associated with distribution of individual settlement amounts to Class Members.  
16 Good cause appearing, the Court hereby authorizes Defendant to pay all such  
17 amounts not to exceed the aggregate sum of \$28,000.00 from the Maximum  
18 Settlement Amount, in accordance with the terms of the Settlement.

19 12. Neither the Settlement nor any of the terms set forth in the Settlement  
20 constitute an admission by the Defendant, or any of the other ARAMARK  
21 Releasees, of liability to the Plaintiff or any Class Member; nor does this Judgment  
22 and Order of Final Approval constitute a finding by the Court of the validity of any  
23 of the claims alleged in the Action, or of any liability of the Defendant or any of the  
24 other ARAMARK Releasees. Neither the making of nor entering into the  
25 Settlement constitutes an admission by the ARAMARK Releasees; nor is this  
26 Judgment and Order of Final Approval a finding of the validity of any claims in the  
27 Action or of any other wrongdoing. Further, the Settlement is not a concession and  
28 shall not be used as an admission of any wrongdoing, fault or omission of any

1 entity or persons; nor may any action taken to carry out the terms of the Settlement  
2 be construed as an admission or concession by or against the ARAMARK  
3 Releasees. Evidence of the making or entering into the Settlement shall not be  
4 offered or received into evidence in any action or proceeding against any party  
5 hereto in any Court, or other tribunal for any purpose, other than to enforce the  
6 instant Order of Final Approval, the instant Judgment, or the Settlement, or to  
7 support a defense by the ARAMARK Releasees of res judicata, collateral estoppel,  
8 release, good faith settlement, judgment bar or reduction.

9 13. The Court hereby grants final approval of the Settlement and, in  
10 accordance with the terms of the Settlement, hereby enters judgment approving the  
11 terms of the Settlement and ordering that the Action be dismissed in accordance  
12 with the Settlement. The Action is dismissed on the merits with prejudice on a  
13 class-wide basis. The Class Representative's Released Claims, as set forth in the  
14 Settlement, are dismissed on the merits with prejudice.

15 14. Without affecting the finality of this Judgment and Order of Final  
16 Approval, the Court retains exclusive and continuing jurisdiction over the Action,  
17 Plaintiff, all Class Members and Defendant, for purposes of supervising,  
18 implementing, interpreting and enforcing this Judgment and Order of Final  
19 Approval and the Settlement. Nothing in this Judgment and Order of Final  
20 Approval precludes any action to enforce the Parties' obligations under the  
21 Settlement or under this Judgment and Order of Final Approval.


22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

15. If the Settlement does not become final and effective in accordance with the terms of the Settlement, this Judgment and Order of Final Approval and all orders entered in connection herewith shall be vacated and shall have no further force or effect.

**IT IS SO ORDERED.**

Dated: November 16, 2009

  
\_\_\_\_\_  
CORMAC J. CARNEY  
UNITED STATES DISTRICT JUDGE