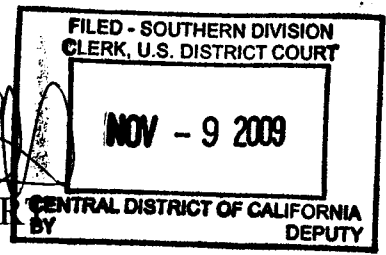


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2 UNITED STATES DISTRICT COURT
3 CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

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5 DONNY NICHOLS, ERIC DUARTE,
6 individually, and on behalf of all others
7 similarly situated,

8 Plaintiffs,

9 vs.

10 SMART DOCUMENT SOLUTIONS, LLC, a
11 Georgia limited liability company,

12 Defendant.

Case No. SACV 08-0569 Doc (PJWx)

NOTE CHANGES MADE BY THE COURT

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17 **FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE**
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2 The parties' Settlement¹ has been submitted and the Court approved the
3 Settlement on a preliminary basis by way of its order of July 29, 2009. Complying in all
4 material respects with the Revised Preliminary Approval Order, Class Members have
5 been given notice of the terms of the Settlement and the opportunity to comment on or
6 object to it or to exclude themselves from its provisions. Having received and considered
7 the Settlement, the supporting papers filed by the parties, and the evidence and argument
8 received by the Court at and prior to the final approval hearing held on November 9,
9 2009, the Court grants final approval the Settlement, and hereby ORDERS as follows:
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12 1. Distribution of the Notice directed to the Class Members as set forth in the
13 Stipulation and the other undertakings described therein have been completed in material
14 conformity with the Revised Preliminary Approval Order, including individual notice to
15 all Class Members who could be identified through reasonable effort, and was the best
16 notice practicable under the circumstances. The Notice and Claim Form provided due
17 and adequate notice of the proceedings and of the other matters described therein to all
18 persons entitled to such Notice, including notice of the proposed settlement set forth in
19 the Stipulation, the right to receive payment by submitting a Claim Form, the right to
20 comment and object, and the right not to participate in the Settlement and to pursue a
21 separate remedy. Adequate periods of time were provided regarding each of these
22 procedures. The Notice and Claim Form as given fully satisfied the requirements of due
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27 ¹ Except as may be otherwise provided herein, this Order incorporates by reference the defined
28 terms used in the Stipulation, and all terms defined in the Stipulation shall have the same
meaning when used in this Order.

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2 process. No Class Members objected to the Settlement. One (1) person initially included
3 within the Class opted out of the Settlement.

4 2. For the reasons stated in the Revised Preliminary Approval Order, the
5 Court finds and determines that the proposed Class, as defined in the Stipulation, meets
6 all of the legal requirements for class certification, and it is hereby ordered that the Class
7 is finally approved and certified as a class for purposes of settlement of this action.
8

9 3. This Court hereby approves the Settlement set forth in the Stipulation and
10 finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
11 parties to effectuate the Settlement according to its terms. The Court finds that the
12 Settlement has been reached as a result of intensive, serious and non-collusive arms-
13 length negotiations. The Court further finds that the parties have conducted extensive
14 investigation and research, and counsel for the parties are able to reasonably evaluate
15 their respective positions. The Court has reviewed the relevant facts and law, including,
16 but not limited to, all previous pleadings filed in this action and the declarations and
17 points and authorities submitted by the parties. The Court has reviewed the monetary
18 recovery that is being granted as part of the Settlement and recognizes the significant
19 value to the Class of that monetary recovery. The Court finds that settlement at this time
20 will avoid additional substantial costs, as well as avoid the delay and risks that would be
21 presented by the further prosecution of this action. The Court finds that the Class
22 Members who have not opted out will be bound by the Settlement.
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27 4. As of the Effective Date, each and every claim or similar thing of each and
28 every Class Member, as described in paragraph 13 of the Settlement, is and shall be

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2 deemed to be conclusively released as against the Releasees. All Class Members as of
3 the Effective Date are hereby forever barred and enjoined from prosecuting such claims
4 or similar things, as described in paragraph 13 of the Settlement, against SDS, HealthPort
5 Technologies LLC, or any of the other Releasees.

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7 5. The Settlement is not an admission by SDS or any of the other Releasees,
8 nor is this Final Judgment a finding of the validity of any claims in the action or of any
9 wrongdoing by SDS or any of the other Releasees. Neither this Final Judgment, the
10 Stipulation, nor any document referred to herein, nor any action taken to carry out the
11 Stipulation is, may be construed as, or may be used against SDS or any of the other
12 Releasees as an admission of any fault, wrongdoing or liability whatsoever. The entering
13 into or carrying out of the Stipulation, and any negotiations or proceedings related
14 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission
15 or concession with regard to the denials or defenses by SDS or any of the other Releasees
16 and shall not be offered in evidence in any action or proceeding against SDS or any of the
17 Releasees in any court, administrative agency or other tribunal for any purpose
18 whatsoever other than to enforce the provisions of this Final Judgment, the Stipulation, or
19 any related agreement or release. Notwithstanding these restrictions, any of the
20 Releasees may file in the action or in any other proceeding the Final Judgment,
21 Stipulation, or any other papers and records on file in this action as evidence of the
22 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory
23 of claim or issue preclusion or similar defense as to the claims and similar matters
24 released by the Class Members.
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2 6. The Court hereby dismisses this action on the merits and with prejudice
3 against the Named Plaintiffs and all Class Members in favor of SDS and without costs or
4 attorneys' fees to any of the parties as against any other party. Without affecting the
5 finality of this Final Judgment in any way, this Court hereby retains continuing
6 jurisdiction over the interpretation, implementation and enforcement of the Settlement
7 and all orders and judgments entered in connection therewith.
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9 7. The Court hereby awards Class Counsel attorneys' fees ("Fee Award") in
10 the amount of ~~██████████~~ ^{\$93,750.00} and costs in the amount of \$5,597.64.00. Class Counsel shall
11 not be entitled to any other award of attorneys' fees or costs in any way connected with
12 this action. The Court also hereby approves the Enhancement Award to Named Plaintiff
13 Eric Duarte in the amount of \$7,500.00. The Court also hereby approves payment to
14 Rust Consulting, Inc. in the amount of \$24,608.49. Any separate appeal from the portion
15 of this Final Judgment as to the Fees Award shall not operate to terminate or cancel the
16 Stipulation or otherwise affect the finality of this Final Judgment or the Settlement.
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19 8. After the Settlement has been completed in accordance with the Stipulation,
20 SDS shall file a report with this Court indicating the fact that the Settlement has been
21 fully administered.
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25 Dated: November 9, 2009

David O. Carter

DAVID O. CARTER
JUDGE, THE UNITED STATES
DISTRICT COURT