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Kari Brewer et al v. West Publishing Corporation et al

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CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
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CLERK, U.S. DISTRICT COURT  
SEP 10 2007  
CENTRAL DISTRICT OF CALIFORNIA  
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ENTERED  
CLERK, U.S. DISTRICT COURT  
SEP 11 2007  
CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY  
*39*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CV-05-6211-R** ✓

CASE NO. CV-05-3222 R(MCx)  
~~PROPOSED~~ FINAL ORDER AND  
JUDGMENT APPROVING  
SETTLEMENT

RYAN RODRIGUEZ, REENA B.  
FRAILICH, LOREDANA NESCI,  
JENNFIER BRAZIL, and LISA GINTZ,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

WEST PUBLISHING CORPORATION,  
a Minnesota Corporation d/b/a  
BAR/BRI, and KAPLAN, Inc., a  
Delaware Corporation,  
Defendants.

AND CONSOLIDATED ACTION

This matter came before the Court for hearing on June 18, 2007 and July 9,  
2007, pursuant to the Order Granting Preliminary Approval of Class Action  
Settlement and Directing Dissemination of Notice to Class dated March 26, 2007  
(the "Preliminary Approval Order"), on application for approval of the proposed

*34*

1 Settlement<sup>1</sup> set forth in the Stipulation and Settlement Agreement dated February  
2 2, 2007, (“Settlement Agreement”).

3 Pursuant to the Preliminary Approval Order, Notice was given to the Class.  
4 The Notice advised Class Members of the opportunity to *inter alia*: object to the:  
5 (1) Settlement Agreement and the Settlement; and/or (2) the Plan of Allocation.

6 On May 7, 2007 Class Counsel filed: (1) Notice of Motion and Motion For  
7 Final Approval of Class Action Settlement; (2) Declaration of Sidney K.  
8 Kanazawa; and (3) Memorandum of Points and Authorities in Support of Final  
9 Approval.

10 On May 17, 2007, plaintiffs/objectors Ryan Rodriguez, Lisa Gintz and  
11 Loredana Nesci (the “Objecting Plaintiffs”) filed an objection, *inter alia*, objecting  
12 to entry of the Preliminary Approval Order (the “May 17 Objections”).

13 On May 18, 2007, Class Counsel filed a response to the May 17 Objections.

14 On May 31, 2007, the Objecting Plaintiffs filed an *ex parte* application,  
15 memorandum and declaration for an order to: (1) allow Eliot Disner, Esq.  
16 (“Disner”) to “speak freely” on their behalf; (2) allow access to certain files; and  
17 (3) clarify the status of Disner as a “co-lead counsel” (the “*Ex Parte* Application”).

18 On June 1, 2007, Class Counsel filed an Opposition to the *Ex parte*  
19 Application and defendants West Publishing Corporation (“West”) and Kaplan,  
20 Inc. (“Kaplan”) filed objections to the *Ex Parte* Application (the “*Ex Parte*  
21 Oppositions”).

22 On June 7, 2007, the Objecting Plaintiffs filed a reply to the *Ex Parte*  
23 Application.

24  
25

26 <sup>1</sup> Unless otherwise stated herein, all capitalized terms shall have the same  
27 meanings as set forth in the Stipulation and Settlement Agreement dated February  
2, 2007.

In addition to the May 17 Objections, the Class Members listed in the following table filed objections to the Settlement on the dates indicated:

SCANNED

	DATE FILED	CLASS MEMBER
1.	May 21, 2007	David Oriol
2.	May 21, 2007	Jason Tingle Oliver Gutierrez
3.	May 21, 2007	David Feldman Cameron Gharabiklou Emily Grant Jeff Lang Sarah McDonald Cara Patton Rachel Schwartz Greg Thomas
4.	May 21, 2007	Joseph J. Angersola
5.	May 21, 2007	Anthony Valach
6.	May 21, 2007	Jay M. Wolman
7.	May 21, 2007	Joan E. Shreffler
8.	May 21, 2007	Robert Gaudet, Jr. Sandeep Gopalan Elizabeth De Long Andrea Boggio
9.	May 21, 2007	Justin Head Ryan Helfrich
10.	May 21, 2007	George Schneider Jonathan Slomba James Puntumapanitch
11.	May 21, 2007	James Juranek Audrey Juranek Richard P Le Blanc, III.
12.	May 12, 2007	Trevino, Arcelia

	DATE FILED	CLASS MEMBER	SC#49423
13.	May 21, 2007	Aaron Lukoff John Prendergast David Orange	
14.	May 22, 2007	Daryl Chilimidos	
15.	May 22, 2007	Nikki Love John Bernitz	
16.	May 22, 2007	Daniel M. Schafer	
17.	May 22, 2007	Evans & Mullinix, P.A.	
18.	May 22, 2007	Sarah Siegel	
19.	May 22, 2007	Jennifer Brown McElroy	
20.	May 22, 2007	Andrew Gilman Stephen M. Vasil	
21.	May 23, 2007	David Harris Kareem Kamal Matthew Kavanaugh Simon Newfield Jonathan Ricasa Abigail Treanor David Zelenski	
22.	May 23, 2007	Pamela Collins	
23.	April 10, 2007	Walenta Craig	
24.	May 28, 2007	Richard A. Bodmer	
25.	June 12, 2007	Stephen Lindholm	

On June 11, 2007, Class Counsel filed: (1) a reply memorandum in support of the Settlement which addressed the May 17 Objections and the objections set forth in the preceding paragraph (hereafter, the "Objections to the Settlement"); and (2) the declarations of: (a) Sidney K. Kanazawa, (b) Christine Bartholomew, (c) Richard Sartory, and (d) Hon. Daniel Weinstein.

1 On June 11, 2007, Defendants filed "Defendants' Combined Response To  
2 Various Class Members' Objections To Stipulation And Settlement Agreement."  
3 Also on June 11, 2007, West filed a reply memorandum to the May 17 Objections.

4 On June 15, 2007, Kaplan filed (1) "Notice of Filing of Declaration of Lee  
5 S. Taylor in Support of Motion for Final Approval of Settlement, Regarding  
6 Kaplan's Compliance with the Requirements of the Class Action Fairness Act;"  
7 and (2) Declaration of Lee S. Taylor, and subsequently filed (1) "Notice of Filing  
8 of Revised Declaration of Lee S. Taylor in Support of Motion for Final Approval  
9 of Settlement, Regarding Kaplan's Compliance with the Requirements of the Class  
10 Action Fairness Act;" (2) "Revised Declaration of Lee S. Taylor; Notice of Filing  
11 Under Seal;" and (3) "Declaration of Lee S. Taylor Authenticating and Attaching  
12 Documents."

13 On June 18, 2007, West filed the "Declaration of James P. Tallon Regarding  
14 the Class Action Fairness Act."

15 Pursuant to this Court's Order, on June 26, 2007, Class Counsel filed: (1)  
16 "Settling Plaintiffs' Supplemental Briefing In Support of Motion for Final  
17 Approval Re: 30% Distribution Limit to Authorized Claimants and *Cy Pres* Fund  
18 for Remainder;" and (2) "Declaration of Sidney K. Kanazawa." Also, on that date,  
19 Defendants filed: (1) "Defendants' Supplemental Brief Regarding Approval of  
20 Proposed Settlement, Addressing *Cy Pres* Provision of Proposed Settlement;" and  
21 (2) the Declaration of Stuart N. Senator.

22 In addition, on June 26, 2007, several objectors, including James Juranek,  
23 Audrey Juranek, Richard P. LeBlanc, III, David Harris, Kareem Kamal, Matthew  
24 Kavanaugh, Simon Newfield, Jonathan Ricasa, Abigail Treanor and David  
25 Zelinski, submitted additional briefing in further opposition to final approval of the  
26 Settlement.

27

1 On July 5, 2007, Eliot G. Disner filed a "Summary of Evidence Regarding  
2 Defendant West Publishing Co.'s Violation of Section 2 of the Sherman Act (15  
3 U.S.C. § 2)" and a "Re-Notice of Appearance of Counsel."

4 At the Final Settlement Hearing Objectors were given an opportunity to state  
5 their objections to the Settlement Agreement, the Settlement and the Plan of  
6 Allocation.

7 Having read and fully considered the terms of the Settlement Agreement, the  
8 Plan of Allocation, and all submissions (which may include submissions not  
9 specifically described above), written and oral, the Court finds the Settlement is  
10 fair, reasonable and adequate:

11 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED**  
12 **THAT:**

13 1. **Objections to the Settlement** – The Objections to the Settlement are  
14 overruled.

15 2. **Incorporation of Definitions** – This Final Order and Judgment  
16 Approving Settlement (the "Judgment") incorporates by reference the definitions  
17 in the Settlement Agreement, and all defined terms used herein shall have the same  
18 meanings as set forth in the Settlement Agreement.

19 3. **Jurisdiction** – The Court has personal jurisdiction over all Class  
20 Members (as defined below) and has subject matter jurisdiction over this Action,  
21 including, without limitation, jurisdiction to (1) approve the Settlement Agreement  
22 and the Plan of Allocation, (2) grant final certification of the Class, and (3) dismiss  
23 the Action with prejudice.

24 4. **Final Class Certification** – The Class this Court certified in the  
25 Preliminary Approval Order under Fed. R. Civ. P. 23(b)(3) is hereby finally  
26 certified and consists of all persons who purchased a bar review course from  
27 BAR/BRI in the United States from August 1, 1997 through July 31, 2006,

1 exclusive of those individuals set forth in Exhibit A hereto who timely requested  
2 exclusion pursuant to the Court's Order of August 14, 2006.

3       5.     **Adequacy of Representation** – Plaintiffs and Class Counsel –  
4 McGuire Woods LLP, Zwerling, Schachter & Zwerling, LLP and Finkelstein  
5 Thompson LLP – have fully and adequately represented the Class and have  
6 satisfied the requirements of Fed. R. Civ. P. 23(a)(4).

7       6.     **Notice** – The Court finds that the distribution of the Notice, the  
8 publication of the Summary Notice, the distribution of the Claim Form, and the  
9 notice methodology were materially implemented in accordance with the terms of  
10 the Settlement Agreement and the Preliminary Approval Order. The Court further  
11 finds that the Notice, Summary Notice and Claim Form were simply written and  
12 readily understandable, and that the Notice, Summary Notice, Claim Form and  
13 notice methodology: (i) constituted the best practicable notice, (ii) constituted  
14 notice that was reasonably calculated, under the circumstances, to apprise Class  
15 Members of the Settlement, their rights to object to the Settlement and to appear at  
16 the Final Settlement Hearing, (iii) were reasonable and constituted due, adequate  
17 and sufficient notice to all persons entitled to notice, and (v) met all applicable  
18 requirements of the Federal Rules of Civil Procedure, the United States  
19 Constitution (including the Due Process Clause), the Rules of the Court and any  
20 other applicable law.

21       7.     **Final Settlement Approval** – The terms and provisions of the  
22 Settlement Agreement have been entered into in good faith and are hereby fully  
23 and finally approved as fair, reasonable and adequate as to, and in the best interest  
24 of, each of the Settling Parties and the Class Members, and in full compliance with  
25 all applicable requirements of the Federal Rules of Civil Procedure, the United  
26 States Constitution (including the Due Process Clause), the Rules of the Court and  
27 any other applicable law. With respect to the determination that the Settlement



1 Agreement is fair reasonable and adequate, the Court specifically notes that the  
2 outcome of a trial on the merits was by no means certain, this Action involved  
3 highly complex factual and legal issues, the Settlement Agreement was reached  
4 with the participation of a highly-respected mediator and retired judge, and the  
5 monetary and non-monetary terms of the Settlement reflect substantial benefits.

6       8.     **Plan of Allocation** – The Court also hereby approves the Plan of  
7 Allocation as a fair and reasonable method to allocate the Net Settlement Fund  
8 among Class Members, and directs consummation of all its terms and provisions.

9       9.     **Dismissal of Action** – The Court dismisses on the merits and with  
10 prejudice the First Amended Complaint and the Released Claims as defined in the  
11 Settlement Agreement as to all Class Members. Only the Persons identified in  
12 Exhibit A hereto requested exclusion from the Class as of the deadline for opting  
13 out. These Persons so identified shall not share in the benefits of the Settlement.  
14 The Court dismisses without prejudice the claims of such Persons who have  
15 properly and timely excluded themselves in full accordance with the procedures set  
16 forth in the Settlement Agreement.

17       10.    **Releases** – Upon the Effective Date of the Settlement, the  
18 Representative Plaintiffs and each Class Member shall be deemed to have, and by  
19 operation of this Final Order and Judgment shall, except as provided in paragraph  
20 58 of the Agreement, (a) have released and forever discharged the released parties  
21 from all manner of claims, demands, actions, suits, causes of action, whether class,  
22 individual, or otherwise in nature, damages whenever incurred, liabilities of any  
23 nature whatsoever, including costs, expenses, penalties and attorneys' fees, known  
24 or unknown, suspected or unsuspected, in law or equity, that any member of the  
25 Class (including any of their past, present or future officers, directors, agents,  
26 employees, legal representatives, trustees, parents, associates, affiliates, licensees,  
27 subsidiaries, partners, heirs, executors, administrators, purchasers, predecessors,



1 successors and assigns), whether or not he, she or it objects to the settlement and  
2 whether or not he, she or it makes a claim upon or participates in the Settlement  
3 Fund, whether directly, representatively, derivatively or in any other capacity, ever  
4 had, now has or hereafter can, shall or may have concerning or relating to any  
5 conduct alleged in the Complaint in this Action, and including without limitation  
6 all claims that have been asserted or could have been asserted in any litigation  
7 against the Released Parties or any of them for any conduct alleged in the  
8 Complaint and Amended Complaint in this Action; and (b) in addition, upon the  
9 Effective Date of the Settlement, the Representative Plaintiffs and each Class  
10 Member shall be deemed to have, and by operation of this Final Order and  
11 Judgment shall have waived and released any and all provisions, rights and  
12 benefits conferred by § 1542 of the California Civil Code, which states:

13 **Section 1542. Certain Claims not Affected by General Release. A**  
14 **general release does not extend to claims which the creditor does**  
15 **not know or suspect to exist in his favor at the time of executing**  
16 **the release, which if known by him must have materially affected**  
17 **his settlement with the debtor;**

18 or by any law of any state or territory of the United States, or principle of common  
19 law, which is similar, comparable or equivalent to § 1542 of the California Civil  
20 Code. The Court has considered that each member of the Class may hereafter  
21 discover facts other than or different from those which he, she or it knows or  
22 believes to be true with respect to the claims which are the subject matter of  
23 Paragraph 56 of the Agreement, but each member of the Class by operation of this  
24 Final Order and Judgment has waived and fully, finally and forever settled and  
25 released any known or unknown, suspected or unsuspected, contingent or non-  
26 contingent claim with respect to the subject matter of Paragraph 56 of the  
27

1 Agreement, whether or not concealed or hidden, without regard to the subsequent  
2 discovery or existence of such different or additional facts.

3       11. **Permanent Injunction** – All members of the Class who did not duly  
4 request exclusion from the Class in the time and manner provided in the Class  
5 Action Notice (which includes all members of the Class who are not listed on  
6 Exhibit A hereto) are permanently enjoined, and restrained from commencing or  
7 prosecuting any action, suit, proceeding, claim, or cause of action in any  
8 jurisdiction or court against Defendants or any of the other entities or persons who  
9 are to be discharged as noticed above in Paragraph 10, based upon, relating to, or  
10 arising out of, any of the matters which are discharged and released pursuant to  
11 paragraph 10 thereof, except as provided in paragraph 58 of the Settlement  
12 Agreement.

13       12. **Retention of Jurisdiction** – The Court has jurisdiction to enter this  
14 Judgment. Without in any way affecting the finality of this Judgment, this Court  
15 expressly retains exclusive and continuing jurisdiction as to all matters relating to  
16 the administration, consummation, enforcement and interpretation of the  
17 Settlement Agreement, and of this Judgment, and for any other necessary purposes,  
18 including, without limitation:

19               (i) enforcing the terms and conditions of the Settlement  
20 Agreement and resolving any disputes, claims or causes of action that, in whole or  
21 in part, are related to or arise out of the Settlement Agreement, or the Judgment  
22 including, without limitation, whether a Person is or is not a Class Member; and

23               (ii) entering such additional orders as may be necessary or  
24 appropriate to project or effectuate the Judgment approving the Settlement  
25 Agreement, dismissing all claims with prejudice, and permanently enjoining Class  
26 Members from imitating or pursuing related proceedings, or to ensure the fair and  
27 overly administration of this Settlement.

1           13.   **Dismissal of Action** – This Action, including all individual claims  
2 and Class claims resolved by it, are hereby dismissed with prejudice against  
3 Defendants and all Class Members, without fees or cost except as otherwise  
4 provided by this Court.

5           14.   **Non-Effect on Judgment** – Neither any modification or appellate  
6 reversal of the Plan of Allocation, the Fee Award or Incentive Awards, nor any  
7 orders entered by this Court thereon, shall in any way disturb nor affect the finality  
8 of the Settlement, and all such matters shall be considered separate from this  
9 Judgment.

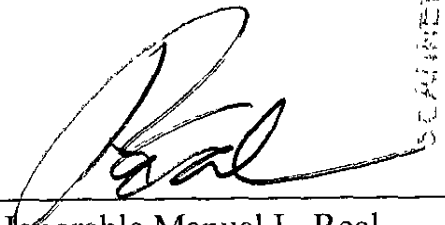
10          15.   **Effective Date** – If: (i) the Effective Date does not occur for any  
11 reason whatsoever; or (ii) the Settlement Agreement becomes null and void  
12 pursuant to the terms of the Settlement Agreement, this Judgment shall be deemed  
13 vacated and shall have no force or effect whatsoever.

14          16.   **No Admissions** – Nothing in this Judgment, the Settlement  
15 Agreement or any aspect of the Settlement is or shall be deemed or construed to be  
16 an admission, concession or evidence of any violation of any statute or law or any  
17 liability or wrongdoing by any Defendant or Released Party or of the truth of any  
18 of the factual or legal claims or allegations relating to the subject matter of the  
19 Released Claims.

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1 The Clerk is directed to enter this Final Order and Judgment forthwith as the  
2 final judgment of the Court.

3  
4 Dated: Sept 10, 2007

  
Honorable Manuel L. Real  
United States District Court Judge

7 Submitted By:

8 

9 Sidney K. Kanazawa (SBN 84608)  
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22  
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SCANNED

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Heine, Dorsey E.  
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King, Bernard F., III  
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Los Angeles, CA

King, Robert  
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Ku, Katherine  
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Levin, Daniel B.  
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Kuhl, Brooke Castle  
no address available

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Litke, Carol  
Oceanside, NY

Lageson, Anne E.  
St Louis, MO

Lobb, George C.  
Fairfield, CA

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Lopez, Alejandra L.  
Miami, FL

Lynch, Rebecca Gosc  
Oakland, CA

Macksood, Jennifer Ann  
Carlsbad, CA

Magee, Michael  
Athens, GA

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Mann, James  
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University City, MO

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Matarazzo, Leopoldo  
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Mattson, Clay  
Buffalo, NY

Mazzotta, Francesco G.  
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McCord, Nicole  
Cleveland, TN

McEwen, Warran  
Orlando, FL

Medina, Erika  
Philadelphia, PA

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