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16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**

18 UNITED STEEL, PAPER &
 FORESTRY, RUBBER,
 19 MANUFACTURING, ENERGY,
 ALLIED INDUSTRIAL & SERVICE
 20 WORKERS INTERNATIONAL
 UNION, AFL-CIO, CLC, on behalf of
 21 its members employed by defendants,
 and RAUDEL COVARRUBIAS,
 22 DAVID SIMMONS AND STEPHEN
 S. SWADER, SR., individually and
 23 on behalf of all similarly situated
 current and former employees,
 24 Plaintiffs,

25 v.

26 CONOCOPHILLIPS COMPANY and
 DOES 1 through 10, inclusive,
 27 Defendants.

Case No. CV08-2068 PSG (FFMx)

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

DATE: May 6, 2013
 TIME: 1:30 p.m.
 LOCATION: Courtroom 880

Judge: Hon. Philip S. Gutierrez

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1 The Court, having considered whether to order final approval of the
2 settlement of the above-captioned action pursuant to the Joint Stipulation of
3 Settlement (“Settlement”), having read and considered all of the papers and
4 argument of the parties and their counsel, having granted preliminary approval on
5 December 12, 2102, having directed that notice be given to all Class Members of
6 preliminary approval of the Settlement and the final approval hearing and the right
7 to be excluded from the Settlement, and having received no objections and good
8 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 Plaintiffs Raudel Covarrubias, David Simmons, and Stephen S. Swader, Sr., and
14 Plaintiff United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied
15 Industrial & Service Workers International Union, AFL-CIO, CLC (“USW”)
16 (“Plaintiffs”), and over Class Members and Defendants.

17 3. The Court hereby makes final the conditional class certification the
18 Court granted on December 12, 2012, and thus makes final for purposes of the
19 Settlement only, the certification of the two subclasses:

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21 All former, current, and future non-exempt hourly employees of Conoco
22 who, at any time since February 15, 2004, worked as an operator on a shift
23 schedule at a Conoco petroleum refinery located in Los Angeles, Santa
24 Maria, or Rodeo California; and

25 All former and current non-exempt hourly employees of Conoco who, at any
26 time from February 15, 2004 through June 8, 2009, worked in the laboratory
27 on a shift schedule at a Conoco petroleum refinery located in Los Angeles,
28 Santa Maria, or Rodeo, California.

1 4. This certification for settlement purposes shall not be construed to be
2 an admission by the Defendant or a determination as to the certifiability of any
3 class if the merits of class certification had been litigated in the Action, or in any
4 other action.

5 5. The Court hereby finds that the Notice of Settlement, as mailed to all
6 Class Members on February 11 and February 26, 2013, fairly and adequately
7 described the proposed Settlement, the manner in which Class Members could
8 object to or participate in the Settlement, and the manner in which Class Members
9 could opt out of the Settlement Class; was the best notice practicable under the
10 circumstances; was valid, due and sufficient notice to all Class Members; and
11 complied fully with the Federal Rules of Civil Procedure, due process, and all other
12 applicable laws.

13 6. The Court further finds that a full and fair opportunity has been
14 afforded to Class Members to participate in the proceedings convened to determine
15 whether the proposed Settlement should be given final approval. Accordingly, the
16 Court hereby determines that all Class Members who did not file a timely and
17 proper request to be excluded from the Settlement are bound by this Judgment and
18 Order of Final Approval.

19 7. The Court hereby finds that the Settlement, including the Maximum
20 Settlement Amount, is fair, reasonable, and adequate as to the Class, Plaintiffs and
21 Defendants, and is the product of good faith, arms-length negotiations between the
22 Parties, and further, that the Settlement is consistent with public policy, and fully
23 complies with all applicable provisions of law. The Court makes this finding based
24 on a weighing of the strength of Plaintiffs' claims and Defendants' defenses with
25 the risk, expense, complexity, and duration of further litigation. The Court also
26 finds that the Settlement is the result of non-collusive arms-length negotiations
27 between experienced counsel representing the interests of the Class and Defendants,
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1 after thorough factual and legal investigation. In granting final approval of the
2 Settlement, the Court considered the nature of the claims, the amounts paid in
3 settlement, the allocation of settlement proceeds among the Class Members, and the
4 fact that the Settlement represents a compromise of the Parties' respective positions
5 rather than the result of a finding of liability at trial. Additionally, the Court finds
6 that the terms of the Settlement have no obvious deficiencies and do not improperly
7 grant preferential treatment to any individual Class Member. The Court further
8 finds that the response of the Class to the Settlement supports final approval of the
9 Settlement. Specifically, no Class Member objects to the Settlement, and no Class
10 Members have opted out of the Settlement. All of the Class Members will receive
11 their share of the Settlement. Accordingly, pursuant to Rule 23(e), the Court finds
12 that the terms of the Settlement are fair, reasonable, and adequate to the Class and
13 to each Class Member. *Staton v. Boeing*, 327 F.3d 938, 960 (9th Cir. 2003).

14 8. The Court also hereby finds that Plaintiffs have satisfied the standards
15 and applicable requirements for final approval of this class action settlement under
16 Rule 23, for the reasons stated in the Motion for Final Approval. Accordingly, the
17 Court hereby finally and unconditionally approves the Settlement and authorizes
18 Defendants to pay the individual Settlement Payments from the Settlement Pool in
19 accordance with the terms of the Settlement.

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

22 10. The Court approves the settlement of the Released Claims as defined
23 in the Settlement. As of the Effective Date of the Settlement, as defined in the
24 Settlement, all of the Released Claims of each Class Member who did not timely
25 opt out, as well as the Class Representatives' Released Claims, are and shall be
26 deemed to be conclusively released as against the Defendant. Except as to such
27 rights or claims that may be created by the Settlement, all Class Members as of the
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1 date of this Judgment and Order of Final Approval who did not timely opt out are
2 hereby forever barred and enjoined from commencing or prosecuting any of the
3 Released Claims, either directly, representatively or in any other capacity, against
4 Defendant.

5 11. Class Counsel Gilbert & Sackman, Hadsell Stormer Keeny Richardson
6 & Renick, LLP and Quinn Connor Weaver Davies & Rouco LLP shall continue to
7 serve as Interim Lead Counsel and shall oversee and perform the duties necessary
8 to effectuate the settlement, including the distribution of attorneys' fees and costs;

9 12. Defendants agreed in the Settlement not to object to Plaintiffs' request
10 for a Service Payment in the amount of \$15,000.00 to each of the Plaintiffs as
11 payment to them for their services as Plaintiffs and Class Representatives. The
12 Court has considered Plaintiffs' request for a Service Payment and, good cause
13 appearing, hereby grants Plaintiffs' request in the amount of \$15,000.00 each and
14 authorizes Defendants to pay this amount from the Maximum Settlement Amount
15 in accordance with the terms of the Settlement.

16 13. Defendants further agreed in the Settlement not to oppose any motion
17 by Plaintiffs for reasonable attorneys' fees and costs requesting up to one-third of
18 the Maximum Settlement Amount , to be approved by the Court. The Court has
19 considered Plaintiffs' motion for the award of attorneys' fees and costs and, good
20 cause appearing, hereby awards Class Counsel attorneys' fees in the amount of
21 \$3,039,297.25 and costs in the sum of \$98,315.29, and authorizes Defendants to
22 pay such amounts from the Maximum Settlement Amount in accordance with the
23 terms of the Settlement.

24 14. Defendants further agreed in the Settlement to pay from the Maximum
25 Settlement Amount the reasonable costs of the Claims Administrator associated
26 with notices to the Class and the administration of the Settlement and all costs
27 associated with distribution of individual Settlement Payment to Class Members.
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1 Good cause appearing, the Court hereby authorizes payment of \$58,806.26 from the
2 Maximum Settlement Amount, in accordance with the terms of the Settlement. In
3 addition, the Court approves the payment of up to \$4,000 for Escrow Costs from
4 the Maximum Settlement Amount.

5 15. Defendants shall have no further liability for costs, expenses, interest,
6 attorneys' fees, or for any other charge, expense, or liability, in connection with the
7 above-captioned action except as provided in the Settlement.

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

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

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

25 19. The Court hereby finds, pursuant to Rules 54(a) and (b) of the Federal
26 Rules of Civil Procedure, that this Judgment should be entered and further finds
27 that there is no just reason for delay in the entry of this Judgment, as a Final
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Judgment, as to the Parties to the Settlement. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

IT IS SO ORDERED.

Dated: 5/6, 2013



Philip S. Gutierrez
United States District Judge