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7  
 8 *Attorneys for Plaintiffs and the Proposed Class*

9 UNITED STATES DISTRICT COURT  
 10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 SHAHAR LUSHE and WILLIAM  
 12 YOUNGBLOOD, individually and on  
 behalf of all others similarly situated,

13 Plaintiffs,

14 v.

15 VERENGO, INC. d/b/a VERENGO  
 16 SOLAR,

17 Defendant.

NO. CV13-07632-AB (PJWx)

13 ~~PROPOSED~~ FINAL  
 14 JUDGMENT AND ORDER OF  
 15 DISMISSAL

HON. ANDRÉ BIROTTE JR.

Complaint Filed: October 16, 2013

DATE: May 2, 2016

TIME: 10:00 a.m.

COURTROOM: 4 Spring Street  
 Second Floor

23 The Court having held a Final Approval Hearing on May, 2, 2016, notice of  
 24 the Final Approval Hearing having been duly given in accordance with this Court's  
 25 Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving  
 26 Class Action Settlement, (3) Approving Notice Plan, and (4) Setting Final  
 27 Approval Hearing ("Preliminary Approval Order"), and having considered all

~~PROPOSED~~ FINAL JUDGMENT AND ORDER OF DISMISSAL - 1  
 CASE NO. CV13-07632 AB (PJWx)

1 matters submitted to it at the Final Approval Hearing and otherwise, and finding no  
2 just reason for delay in entry of this Final Judgment and good cause appearing  
3 therefore,

4 It is hereby ORDERED, ADJUDGED AND DECREED as follows:

5 1. The Settlement Agreement dated November 30, 2015, including its  
6 exhibits (the "Settlement Agreement"), and the definition of words and terms  
7 contained therein are incorporated by reference in this Order. The terms of this  
8 Court's Preliminary Approval Order are also incorporated by reference in this  
9 Order.

10 2. This Court has jurisdiction over the subject matter of the Actions and  
11 over the Parties, including all members of the following Settlement Class certified  
12 for settlement purposes in this Court's Preliminary Approval Order:

13 SETTLEMENT CLASS: all persons to whom, on or after  
14 October 16, 2009 through the date of Preliminary  
15 Approval, Verengo or any of its affiliates or subsidiaries,  
16 or any entity acting on its behalf, or any entity contracted  
17 to provide leads to Verengo, placed a non-emergency  
18 telephone call to a cellular telephone through the use of  
19 an automatic telephone dialing system and/or an artificial  
20 or prerecorded voice, to a residential line using an  
21 artificial or prerecorded voice, or to a telephone number  
22 registered on the National Do-Not-Call registry, without  
23 the consent of such person. Excluded from the  
24 Settlement Class are the Judge to whom the Action is  
25 assigned and any member of the Judge's staff and  
26 immediate family, as well as all persons who validly  
27 request exclusion from the Settlement Class.

3. Attached hereto as Exhibit A is a list of the persons who validly  
requested exclusion from the Settlement Class.

1           4.     The Court hereby finds that the Settlement Agreement is the product  
2 of arm's length settlement negotiations between Plaintiffs, Class Counsel and  
3 Verengo.

4           5.     The Court hereby finds and concludes that Class Notice was  
5 disseminated to members of the Settlement Class in accordance with the terms set  
6 forth in Section III.E of the Settlement Agreement, and that Class Notice and its  
7 dissemination were in compliance with this Court's Preliminary Approval Order.

8           6.     The Court further finds and concludes that the Class Notice and  
9 claims submission procedures set forth in Sections III.E – F of the Settlement  
10 Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the  
11 requirements of due process, were the best notice practicable under the  
12 circumstances, provided individual notice to all members of the Settlement Class  
13 who could be identified through reasonable effort, and support the Court's exercise  
14 of jurisdiction over the Settlement Class as contemplated in the Settlement and this  
15 Order.

16          7.     This Court hereby finds and concludes that the notice provided by the  
17 Claims Administrator to the appropriate State and federal officials pursuant to 28  
18 U.S.C. § 1715 fully satisfied the requirements of that statute.

19          8.     The Court hereby finally approves the Settlement Agreement and the  
20 Settlement contemplated thereby, and finds that the terms constitute, in all  
21 respects, a fair, reasonable, and adequate settlement as to all Settlement Class  
22 Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and  
23 directs its consummation pursuant to its terms and conditions.

24          9.     This Court hereby dismisses the Action with prejudice, without costs  
25 to any party, except as expressly provided for in the Settlement Agreement.

26          10.    Upon Final Approval (including, without limitation, the exhaustion of  
27 any judicial review, or requests for judicial review, from this Final Judgment and

1 Order of Dismissal), the Plaintiffs and each and every one of the Settlement Class  
2 Members unconditionally, fully, and finally releases and forever discharges the  
3 Released Parties from the Released Claims. In addition, any rights of the  
4 Settlement Class representatives and each and every one of the Settlement Class  
5 Members to the protections afforded under Section 1542 of the California Civil  
6 Code and/or any other similar, comparable, or equivalent laws, are terminated.

7       11. Each and every Settlement Class Member, and any person actually or  
8 purportedly acting on behalf of any Settlement Class Member(s), is hereby  
9 permanently barred and enjoined from commencing, instituting, continuing,  
10 pursuing, maintaining, prosecuting, or enforcing any Released Claims (including,  
11 without limitation, in any individual, class or putative class, representative or other  
12 action or proceeding), directly or indirectly, in any judicial, administrative, arbitral,  
13 or other forum, against the Released Parties. This permanent bar and injunction is  
14 necessary to protect and effectuate the Settlement Agreement, this Final Judgment  
15 and Order of Dismissal, and this Court's authority to effectuate the Settlement  
16 Agreement, and is ordered in aid of this Court's jurisdiction and to protect its  
17 judgments.

18       12. The Settlement Agreement (including, without limitation, its exhibits),  
19 and any and all negotiations, documents, and discussions associated with it, shall  
20 not be deemed or construed to be an admission or evidence of any violation of any  
21 statute, law, rule, regulation or principle of common law or equity, of any liability  
22 or wrongdoing, or of the truth of any of the claims asserted by Plaintiffs in the  
23 Action, and evidence relating to the Settlement Agreement shall not be  
24 discoverable or used, directly or indirectly, in any way, whether in the Action or in  
25 any other action or proceeding, except for purposes of enforcing the terms and  
26 conditions of the Settlement Agreement, the Preliminary Approval Order, and/or  
27 this Order.

1           13. If for any reason the Settlement terminates or Final Approval does not  
2 occur, then certification of the Settlement Class shall be deemed vacated. In such  
3 an event, the certification of the Settlement Class for settlement purposes shall not  
4 be considered as a factor in connection with any subsequent class certification  
5 issues, and the Parties shall return to the status quo ante in the Actions, without  
6 prejudice to the right of any of the Parties to assert any right or position that could  
7 have been asserted if the Settlement had never been reached or proposed to the  
8 Court.

9           14. In the event that any provision of the Settlement or this Final  
10 Judgment and Order of Dismissal is asserted by Verengo as a defense in whole or  
11 in part to any Claim, or otherwise asserted (including, without limitation, as a basis  
12 for a stay) in any other suit, action, or proceeding brought by a Settlement Class  
13 Member or any person actually or purportedly acting on behalf of any Settlement  
14 Class Member(s), that suit, action or other proceeding shall be immediately stayed  
15 and enjoined until this Court or the court or tribunal in which the claim is pending  
16 has determined any issues related to such defense or assertion. Solely for purposes  
17 of such suit, action, or other proceeding, to the fullest extent they may effectively  
18 do so under applicable law, the Parties irrevocably waive and agree not to assert,  
19 by way of motion, as a defense or otherwise, any claim or objection that they are  
20 not subject to the jurisdiction of the Court, or that the Court is, in any way, an  
21 improper venue or an inconvenient forum. These provisions are necessary to  
22 protect the Settlement Agreement, this Order and this Court's authority to  
23 effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to  
24 protect its judgment.

25           15. The Court approves Class Counsel's application for \$591,250 in  
26 attorneys' fees and \$31,443.44 in costs, and for a service award to the Settlement  
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1 Class representatives, Shahar Lushe and William Youngblood, in the amount of  
2 \$2,500 each.

3 16. Finding that there is no just reason for delay, the Court orders that this  
4 Final Judgment and Order of dismissal shall constitute a final judgment pursuant to  
5 Rule 54 of the Federal Rules of Civil Procedure. The Clerk of the Court is directed  
6 to enter this Order on the docket forthwith.

7 IT IS SO ORDERED.

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9 Dated: May 2, 2016



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HON. ANDRÉ BIROTTE JR.  
United States District Court Judge

**EXHIBIT A**

**SETTLEMENT CLASS EXCLUSION REQUESTS**

Alan, Jason  
Cao, David V.  
Crone, Olive  
Israel, Kathleen A.  
Kaur, Kirandeep  
Myers, Isaac  
Niu, Jing H.  
Peterson, Betty  
Rorty, Bruce  
Roylance, Gerald  
Suzuki, Tadashi  
Torres, Maria D.

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