

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

**GARRETT KACSUTA and MICHAEL  
WHEELER,**

**Plaintiffs,**

**v.**

**LENOVO (United States) INC.,**

**Defendant.**

**Case No.: SACV 13-00316-CJC(RNBx)**

**JUDGMENT**

Plaintiffs Garrett Kacsuta and Michael Wheeler (“Plaintiffs”) and Defendant  
Lenovo (United States) Inc. (“Lenovo”) reached a proposed settlement, as set forth in  
their Class Action Settlement Agreement and Limited Release (“Settlement Agreement”),  
and Plaintiffs filed a Motion for Preliminary Approval on August 22, 2014. On  
September 15, 2015, the Court granted preliminary approval. (Dkt. No. 56.) Thereafter,

1 a Notice of Class Action Settlement and Final Fairness and Approval Hearing was sent to  
2 the Settlement Class Members in accordance with the terms of the Settlement Agreement.  
3 Settlement Class Members were afforded the opportunity to submit a Claim Form or to  
4 exclude themselves or object to the Settlement.

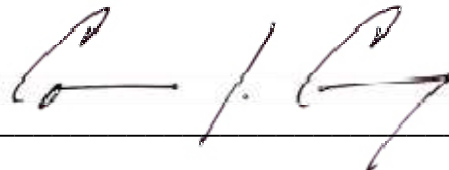
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6 The Court, having considered all papers presented and applicable law, issued a  
7 Final Order on December 16, 2014 approving the Settlement in its entirety and granting  
8 in part Plaintiffs' request for attorneys' fees, expenses, and Plaintiffs' awards. (Dkt. No.  
9 91 ["Final Order"].) The Final Order adopts and incorporates the Settlement Agreement,  
10 the terms defined therein, and all exhibits thereto.

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12 **NOW, THEREFORE, IT IS HEREBY FINALLY ADJUDGED AND**  
13 **ORDERED THAT:**

- 14  
15 1. The Parties' Settlement Agreement is in all respects fair, reasonable, and  
16 adequate, and it is hereby approved and incorporated herein as set forth in the  
17 Settlement Agreement.
- 18 2. The Parties to the Settlement Agreement shall implement the Settlement  
19 Agreement according to its terms.
- 20 3. All claims currently pending before the Court belonging to Plaintiffs and  
21 members of the Settlement Class who did not request exclusion from the  
22 Settlement Class in the time and manner provided for in the Settlement  
23 Agreement are dismissed with prejudice.
- 24 4. This Judgment and Final Order shall have *res judicata* effect and bar each  
25 Plaintiff and each Settlement Class who did not make a valid request for  
26 exclusion from the Settlement Class in the time and manner provided in the  
27 Settlement Agreement from bringing any action asserting "Released Claims"  
28 against the "Released" as defined in the Settlement Agreement.

- 1 5. Payment of \$1,258,493.64 for attorneys' fees and 300,000.00 for the  
2 reimbursement of expenses will be made by Lenovo to Paradis Law Group,  
3 PLLC, who shall be responsible for allocating the fees and expenses among  
4 Class Counsel as agreed by Class Counsel.  
5  
6 6. Payment of \$2,500.00 will be made by Lenovo to each named Plaintiff as  
7 reimbursement awards.  
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9 7. The Court shall retain jurisdiction to enforce the terms of the Settlement  
10 Agreement.  
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12 DATED: December 16, 2014



13 CORMAC J. CARNEY

14 UNITED STATES DISTRICT JUDGE  
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