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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JASON CAMPBELL and SARAH SOBEK,  
individually, and on behalf of all other  
similarly situated current and former  
employees of PricewaterhouseCoopers, LLP,

Plaintiffs,

v.

PRICEWATERHOUSECOOPERS LLP,

Defendant.

CASE NO. 2:06-CV-02376 TLN/AC

**ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT; APPROVING  
AWARD OF ATTORNEYS' FEES,  
COSTS AND SERVICE AWARDS; AND  
JUDGMENT OF DISMISSAL**

This matter came for hearing on May 7, 2015, upon Plaintiffs' Motion for Final Approval of the Proposed Settlement of this action on the terms set forth in the Settlement Agreement and Release filed January 14, 2014 (ECF No. 643-1) and the Addendum thereto filed February 6, 2015 (ECF No. 649-1). Due and adequate notice having been given to the Settlement Class Members and the Court having considered the Settlement Agreement and Release, all papers and proceedings held herein, and all oral and written comments and objections received regarding the proposed Settlement, and having reviewed the record in this action, *Campbell et al. v. PricewaterhouseCoopers LLP*, Case No. 2:06-CV-02376 TLN/AC, ("the Action"), and good cause appearing, finds that:

WHEREAS, this Action was commenced in the United States District Court, Eastern District of California on October 27, 2006; and

1           WHEREAS, by Order dated March 25, 2008, the Court provisionally certified the class, which  
2 has been defined during the litigation as all persons employed by PricewaterhouseCoopers LLP  
3 (“PwC” or “Defendant”) in California who, at any time during the period of October 27, 2002 to July  
4 23, 2008, (a) worked as Associates in the Attest Division of PwC’s Assurance Line of Service, (b) were  
5 not licensed as certified public accountants by the State of California for some or all of the period they  
6 worked in this position, and (c) were classified as exempt employees while working in this position;  
7 and

8           WHEREAS, Kershaw Cutter & Ratinoff LLP was previously appointed as Class Counsel for  
9 the litigation class and Plaintiffs Jason Campbell and Sarah Sobek were previously appointed as Class  
10 Representatives; and

11           WHEREAS, during the eight years the Action has been pending, the parties have engaged in  
12 fact and expert discovery, motion practice, litigation in this Court and in the Ninth Circuit, and were  
13 preparing for trial scheduled to commence on March 30, 2015; and

14           WHEREAS, the Parties have engaged in Court-ordered mediation before Magistrate Judge  
15 Kendall J. Newman, which process resulted in the Settlement Agreement and Release; and

16           WHEREAS, a resolution to this Action was reached following a mediator’s proposal by  
17 Magistrate Judge Newman; and

18           WHEREAS, Plaintiffs believe that this case is meritorious and that class certification was and  
19 continues to be appropriate; and

20           WHEREAS, Defendant denies any liability and wrongdoing of any kind associated with the  
21 claims alleged in this Action, and continues to deny that this Action is appropriate for class treatment  
22 for any purpose other than this Settlement; and

23           WHEREAS, Defendant contends, among other things, that it has complied at all times with the  
24 California Labor Code, Fair Labor Standards Act, Industrial Welfare Commission Wage Order No. 4-  
25 2001, and the California Business and Professions Code §§ 17200, *et seq.* and specifically contends that  
26 classification of any Attest Associate as an exempt employee was and continues to be a correct  
27 classification under the California Labor Code and the Fair Labor Standards Act; and

28           WHEREAS, PwC is not reclassifying its Attest Associates as non-exempt as a condition of this

1 Settlement Agreement and Release, or otherwise; and

2 WHEREAS, Class Counsel has conducted a thorough investigation into the facts of this Action,  
3 is knowledgeable about and has done extensive research with respect to the applicable law and the  
4 defenses asserted by Defendant to the claims of the Class and has diligently litigated the Class  
5 Members' claims against Defendant, and therefore Class Counsel has an appropriate basis to evaluate  
6 the value of this Settlement; and

7 WHEREAS, based on the foregoing data, Class Counsel is of the opinion that the Settlement  
8 with Defendant for the consideration and on the terms set forth in this Settlement Agreement and  
9 Release is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all  
10 known facts and circumstances, including the uncertainty associated with litigation, the defenses  
11 asserted by Defendant, the governing law and numerous potential appellate issues; and

12 WHEREAS, the Parties desire to compromise and fully settle their claims with finality and  
13 agree to the Settlement of this Action, and entered into the Settlement Agreement and Release on  
14 January 14, 2015, setting forth the terms of the Settlement in this Action; and

15 WHEREAS, the Court granted Preliminary Approval of the Parties' Settlement Agreement and  
16 Release in this Action on January 30, 2015 ("Preliminary Approval Order"); and

17 WHEREAS, notice to the Class Members was sent in accordance with the Settlement  
18 Agreement and Release and Preliminary Approval Order; and

19 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a  
20 decision reached,

21 NOW, therefore, the Court grants Final Approval of the Settlement and dismisses this Action  
22 with prejudice, and

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

24 1. To the extent defined in the Settlement Agreement and Release and Addendum to  
25 Settlement Agreement and Release (ECF Nos. 643-1 and 649-1), the terms in this Order shall have the  
26 meanings set forth therein.

27 2. The Court has jurisdiction over the subject matter of this Action, the Named Plaintiffs,  
28 the Class, and PwC.

1           3.       The Court hereby grants the Motion for Final Approval of the Settlement and approves  
2 the Settlement Agreement and Release as fair, reasonable, in the best interest of the Settlement Class  
3 Members, and adequate in all respects to the Settlement Class Members pursuant to Rule 23 of the  
4 Federal Rules of Civil Procedure, and orders the Parties to consummate the Settlement in accordance  
5 with the terms of the Settlement Agreement and Release.

6           4.       As previously found in the Court’s Preliminary Approval Order, the Class, for  
7 Settlement purposes only, satisfies the requirements for a Rule 23 settlement class, and is defined as  
8 follows:

9           All individuals employed by Defendant in California: (a) who worked as an Associate  
10 in the Attest Division of Defendant’s Assurance Line of Service at any time during the  
11 period October 27, 2002 to July 23, 2008; (b) who were not licensed as certified public  
12 accountants by the State of California for some or all of the time they worked in this  
13 position during that period; (c) who were classified as exempt employees while  
14 working in this position during that period; (d) who were sent a class notice on or  
15 about July 23, 2008 notifying them that they are members of the certified class in this  
16 Action; and (e) who did not validly or timely exclude themselves from the Action  
17 following dissemination of the July 2008 class notice.

18           5.       In full compliance with Rule 23 of the Federal Rules of Civil Procedure and the  
19 requirements of due process, on February 13, 2015, the Settlement Administrator mailed a Notice  
20 Packet by first-class mail to 1,944 Class Members at the last known address as reflected in Defendant’s  
21 business records. Further, one additional Class Member was subsequently identified, and a Notice  
22 Packet was sent by first class mail to his address on February 25, 2015.

23           6.       The Court has determined that the Notice Packet given to the Class fully and accurately  
24 informed all persons in the Class of all material elements of the proposed Settlement—including the  
25 plan of distribution of the Gross Settlement Payment, the application for a Fee Award, the application  
26 for an Expense Award, the application for the Class Representative Service Award, the procedure to  
27 exclude themselves from the Settlement and become Opt Outs or to file an objection to the Settlement,  
28 and the scope of the Class Released Claims—constituted the best notice practicable under the  
circumstances, constituted valid, due and sufficient notice to all Class Members, and complied fully  
with Rule 23 of the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable  
laws. The Settlement Administrator has filed with the Court a list identifying the 22 Class Members  
who timely and properly excluded themselves from the Settlement.

1           7.       In full compliance with the requirements of 28 U.S.C. § 1715(b), PwC provided notice  
2 of the Settlement to (a) the Attorney General of the United States of America and (b) to the appropriate  
3 state official (as that term is defined in 28 U.S.C. § 1715(a)(2)) of every state in which a Class Member  
4 resides. As further required under 28 U.S.C. § 1715(d), more than 90 days have elapsed since the  
5 service of such notices. Neither the Attorney General of the United States nor any appropriate state  
6 official has served written objection to the Settlement or appeared at the hearing to object to the  
7 Settlement.

8           8.       The plan of distribution as set forth in the Settlement Agreement and Release providing  
9 for the distribution of the Gross Settlement Payment to Settlement Class Members is approved as being  
10 fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

11           9.       The Court approves the payment of the Fee Award and the Expense Award in the  
12 amount of \$2,000,0000 to Class Counsel in attorneys' fees and the amount of \$910,822.83 for Class  
13 Counsel's actual out-of-pocket expenses, which shall be paid from, and not in addition to, the Gross  
14 Settlement Payment.

15           10.      The Court approves a Class Representative Service Award of \$10,000 to each of the  
16 Class Representatives, Jason Campbell and Sarah Sobek, which shall be paid from, and not in addition  
17 to, the Gross Settlement Payment.

18           11.      The Court approves the payment of reasonable Administrative Costs to the Settlement  
19 Administrator Heffler Claims Group in an amount not to exceed \$40,000. Plaintiffs' share of the  
20 Administrative Costs shall be paid from, and not in addition to, the Gross Settlement Payment.  
21 Defendant's share of the Administrative Costs shall be paid for by Defendant in addition to the Gross  
22 Settlement Payment only to the extent that Opt Out Funds do not cover such costs. "Opt Out Funds"  
23 means that portion of the Net Settlement Proceeds that would have been allocated to Opt Outs if they  
24 had remained in the Action and participated in the Settlement.

25           12.      The Court hereby dismisses this Action with prejudice and without prevailing party  
26 costs.

27           13.      Upon entry of this Final Approval Order and Judgment of Dismissal, and by operation  
28 of this Final Approval Order and Judgment of Dismissal, the Class Released Claims of each Settlement

1 Class Member against Defendant and against any and all of the Released Parties as defined in the  
2 Settlement Agreement and Release, are fully, finally and forever released, relinquished and discharged  
3 pursuant to the terms of the Settlement Agreement and Release. The “Class Released Claims” mean all  
4 claims, whether under state or federal law, and whether asserted in this or any action (including  
5 *Le/Kress et al. v. PricewaterhouseCoopers LLP*, United States District Court, Eastern District of  
6 California, Case No. 2:08-cv-00965-TLN-AC) or unasserted, arising from classification of any Class  
7 Member (including *Le/Kress* Opt-In FLSA Attest Associate Plaintiffs) as exempt from overtime while  
8 working at PwC as an Attest Associate in California at any time from October 27, 2002 through the  
9 date of Final Approval, including, but not limited to, claims (both legal and equitable) arising under the  
10 California Labor Code, the California Business and Professions Code and the Fair Labor Standards Act.  
11 The Class Released Claims cover work performed at any time from and after October 27, 2002 only to  
12 the extent the Class Members continued to meet the requirements of class membership.

13           14. Due and adequate notice of the proceedings having been provided to the Settlement  
14 Class Members, and a full opportunity having been offered to them to participate in this hearing, it is  
15 hereby determined that they are bound by this Final Approval Order and Judgment of Dismissal entered  
16 herein, including without limitation, the Class Released Claims.

17           15. The Final Approval Order and Judgment of Dismissal and the Settlement Agreement  
18 and Release, and all papers related thereto, are not, and shall not be construed to be, an admission by  
19 Defendant of any liability, claim or wrongdoing whatsoever, and shall not be offered as evidence of any  
20 such liability, claim or wrongdoing in this Action or in any other proceeding.

21           16. Without further order of the Court, the parties may jointly agree to reasonable  
22 extensions of time to carry out any provisions of the Settlement Agreement and Release.

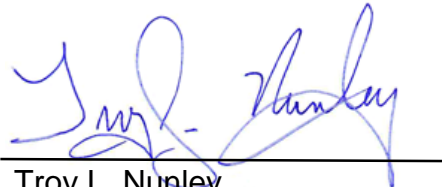
23           17. In the event that the Settlement does not become effective in accordance with the terms  
24 of the Settlement Agreement and Release, then this Final Approval Order and Judgment of Dismissal  
25 shall be rendered null and void to the extent provided by and in accordance with the Settlement  
26 Agreement and Release and shall be vacated, and in such event all orders entered and releases delivered  
27 in connection herewith shall be null and void to the extent provided by and in accordance with the  
28 Settlement Agreement and Release.

1           18.     The Court finds that there is no just reason for delay of entry of this Final Approval  
2 Order and Judgment of Dismissal and hereby directs its entry.

3           19.     Without affecting the finality of this Order, the Court shall retain exclusive and  
4 continuing jurisdiction over the Action, the Class Representatives, the Class and Defendant for  
5 purposes of supervising the consummation, administration, implementation, enforcement and  
6 interpretation of the Settlement Agreement and Release and all other matters covered in this Order.

7           IT IS SO ORDERED, ADJUDGED AND DECREED.

8  
9 Dated: May 8, 2015

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11   
12 \_\_\_\_\_  
13 Troy L. Nunley  
14 United States District Judge