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 15  
 16 UNITED STATES DISTRICT COURT  
 17 NORTHERN DISTRICT OF CALIFORNIA  
 18

19 ALEXANDER JACOBS, individually  
 20 and on behalf of all others similarly  
 situated,

21 Plaintiff,

22 v.

23 CSAA INTER-INSURANCE  
 24 BUREAR,

25 Defendant.

Case No. 07-CV-00362 MHP

**[PROPOSED] ORDER AND  
 JUDGMENT OF FINAL APPROVAL  
 OF SETTLEMENT DISMISSING  
 ACTION**

*Assigned to Hon. Marilyn Hall Patel*

1 The Court having considered whether to order final approval of the settlement in  
2 the above-captioned action pursuant to the Settlement Agreement and Mutual General  
3 Release filed on or about July 21, 2008, and the amended Settlement Agreement and  
4 Mutual General Release filed on or about July 27, 2009; having considered whether to  
5 grant Plaintiff's Counsel's request for attorney's fees and reimbursement of costs; having  
6 read and considered all of the papers of the parties and their counsel; having granted  
7 preliminary approval of the Settlement and directed that notice be given to all Class  
8 Members of preliminary approval of the Settlement and the Final Approval Hearing and  
9 the right to be excluded from the Settlement on July 22, 2008; and good cause appearing,

10 **IT IS HEREBY ORDERED AS FOLLOWS:**

11 1. The terms used in this Order have the meaning assigned to them in the  
12 Settlement Agreement and General Release ("Settlement") filed on or about July 27,  
13 2009.

14 2. This Court has jurisdiction over the claims asserted in the Action by Plaintiff  
15 Alexander Jacobs and over Settlement Class Members and Defendant CSAA Inter-  
16 Insurance Bureau ("Defendant" or "CSAA").

17 3. The Court hereby makes final the conditional certification contained in the  
18 Order 1) Granting Preliminary Approval of Class Action Settlement, 2) Approving Class  
19 Notice, and 3) Conditionally Certifying Settlement Class, thereby making final for  
20 purposes of the Settlement the Settlement Class defined therein.

21 4. The Court hereby finds that the Class Notice as mailed to all Class Members  
22 on or about September 26, 2008, fairly and adequately described the proposed  
23 Settlement, the manner in which Class Members could object to or participate in the  
24 Settlement, and the manner in which Class Members could opt out of the Class; was the  
25 best notice practicable under the circumstances; was valid, due, and sufficient notice to  
26 all Class Members; and complied fully with the Federal Rules of Civil Procedure, due  
27 process, and all other applicable laws. The Court further finds that a full and fair  
28 opportunity has been afforded to Class Members to participate in the proceedings

1 convened to determine whether the proposed Settlement should be given final approval.  
2 Accordingly, the Court hereby determines that all Class Members of the California Sales  
3 Representative Class and California Employee Class who did not exclude themselves  
4 from the Settlement by filing a timely request for exclusion in accordance with the  
5 requirements set forth in the Class Notice, as well as all Class Members of the Non-  
6 California Sales Representative Class who affirmatively elected to opt into the  
7 Settlement, are bound by this Settlement Order and Judgment.

8         5. The Court hereby finds that the Settlement is fair, reasonable, and adequate  
9 as to the Class, Plaintiff, and Defendant; that it is the product of good faith, arms-length  
10 negotiations between the parties; and that the Settlement is consistent with public policy  
11 and fully complies with all applicable provisions of law. Accordingly, the Court hereby  
12 finally and unconditionally approves the Settlement and authorizes Defendant to pay the  
13 Settlement Awards and associated tax obligations in accordance with the terms of the  
14 Settlement, including \$50,000 to the State of California Labor and Workforce  
15 Development Agency to satisfy claims for civil penalties under the California Labor  
16 Code. The Court approves the State of California Labor and Workforce Development  
17 Agency as the cy pres recipient in this case.

18         6. Defendant agreed in the Settlement not to object to Plaintiff's request for an  
19 Incentive Award not to exceed \$25,000 as payment to him for his services as Plaintiff.  
20 The Court has considered Plaintiff's request for an Incentive Award of \$25,000 and, good  
21 cause appearing, hereby grants Plaintiff's request in the amount of \$ 7,500.00  
22 and authorizes Defendant to pay this amount from the Settlement Fund in accordance  
23 with the terms of the Settlement.

24         7. Defendant further agreed in the Settlement to pay reasonable attorney's fees  
25 to Plaintiff's Counsel up to a maximum of \$375,000 (i.e., twenty-five percent of the  
26 Settlement Fund) as approved by the Court, as well as to reimburse Plaintiff's Counsel  
27 from the Settlement Fund for actual and reasonable costs and expenses incurred in  
28 bringing this action as approved by the Court. Plaintiff's Counsel have requested

1 reimbursement of costs and expenses in the amount of \$3,150.22. The Court has  
2 considered Plaintiff's Motion for Award of Attorney's Fees and Reimbursement of Costs  
3 and, good cause appearing, hereby awards Plaintiff's Counsel attorney's fees in the  
4 amount of \$ 255,000.00 and costs and expenses in the amount of \$ 3,150.22.  
5 Defendant is authorized to pay such amounts from the Settlement Fund.

6 8. Defendant further agreed in the Settlement to pay from the Settlement Fund  
7 the reasonable costs and expenses of the Settlement Administrator in connection with the  
8 operation and implementation of the Settlement up to a maximum of \$50,000. Good  
9 cause appearing, the Court hereby authorizes Defendant to pay the amount of up to  
10 \$50,000 to the Settlement Administrator in accordance with the terms of the Settlement.

11 9. As set forth in Sections I.EE and VIII of the Settlement Agreement, the  
12 consideration provided by CSAA under the terms of the settlement and this Judgment is  
13 in return for the release and final settlement of claims arising from or related to the  
14 following:

- 15 a. For the CALIFORNIA SALES REPRESENTATIVE CLASS: (A)  
16 any facts, transactions, events, policies, occurrences, acts, disclosures,  
17 statements, omissions or failures to act, which are or could be the basis of  
18 any claim that CSAA failed to pay all wages when due to CLASS  
19 MEMBERS (including, but not limited to, overtime wages, commissions,  
20 and/or bonuses), failed to provide timely or accurate paychecks to CLASS  
21 MEMBERS, failed to provide meal or rest periods to CLASS MEMBERS,  
22 failed to keep proper records concerning time worked by CLASS  
23 MEMBERS, and/or engaged in unfair business practices as a result of such  
24 failures with regard to CLASS MEMBERS, at any time on or before the  
25 EFFECTIVE DATE; (B) any facts, transactions, events, policies,  
26 occurrences, acts, disclosures, statements, omissions or failures to act, which  
27 are or could be the basis of any claim that CSAA failed to provide accurate  
28 information on wage statements issued to CLASS MEMBERS, failed to

1 provide any required information on wage statements issued to CLASS  
2 MEMBERS (including, but not limited to, information concerning total  
3 hours worked, applicable hourly pay rates, and hours worked at each hourly  
4 pay rate), or failed to provide comprehensible information on wage  
5 statements issued to CLASS MEMBERS, including, but not limited to, any  
6 claims under California Labor Code sections 226 and/or 226.3 for penalties  
7 or other relief, and/or engaged in unfair business practices as a result of such  
8 failures with regard to CLASS MEMBERS, at any time on or before the  
9 EFFECTIVE DATE; and (C) CSAA failed to pay all wages due to CLASS  
10 MEMBERS (including, but not limited to, overtime wages, commissions,  
11 and/or bonuses) upon the termination of their employment with CSAA, or  
12 failed to pay all final wages owed to CLASS MEMBERS in a timely  
13 manner, including, but not limited to, any claims under California Labor  
14 Code section 203 for penalties or other relief, and/or engaged in unfair  
15 business practices as a result of such failures with regard to CLASS  
16 MEMBERS, at any time on or before the EFFECTIVE DATE.

17 b. For the NON-CALIFORNIA SALES REPRESENTATIVE CLASS,  
18 any facts, transactions, events, policies, occurrences, acts, disclosures,  
19 statements, omissions or failures to act, which are or could be the basis of  
20 any claim that CSAA failed to pay all wages when due to CLASS  
21 MEMBERS (including, but not limited to, overtime wages, commissions,  
22 and/or bonuses), failed to provide timely or accurate paychecks to CLASS  
23 MEMBERS, failed to provide meal or rest periods to CLASS MEMBERS,  
24 failed to keep proper records concerning time worked by CLASS  
25 MEMBERS, and/or engaged in unfair business practices as a result of such  
26 failures with regard to CLASS MEMBERS, at any time on or before the  
27 EFFECTIVE DATE.

28 c. For the CALIFORNIA EMPLOYEE CLASS, any facts, transactions,

1 events, policies, occurrences, acts, disclosures, statements, omissions or  
2 failures to act, which are or could be the basis of any claim that CSAA failed  
3 to provide accurate information on wage statements issued to CLASS  
4 MEMBERS, failed to provide any required information on wage statements  
5 issued to CLASS MEMBERS (including, but not limited to, CSAA's name  
6 and address), or failed to provide comprehensible information on wage  
7 statements issued to CLASS MEMBERS, including, but not limited to, any  
8 claims under California Labor Code section 226 and/or 226.3 for penalties  
9 or other relief, and/or engaged in unfair business practices as a result of such  
10 failures with regard to CLASS MEMBERS, at any time on or before the  
11 EFFECTIVE DATE.

12 9. The Action is hereby dismissed with prejudice; provided, however, that,  
13 without affecting the finality of this Settlement Order and Judgment, the Court hereby  
14 retains exclusive and continuing jurisdiction over the Action, Plaintiff, all Settlement  
15 Class Members, and Defendant for purposes of supervising, administering,  
16 implementing, interpreting, and enforcing this Settlement Order and Judgment, as well as  
17 the Settlement.

18  
19 DATED: October 14, 2009

20 Hon. Marilyn Hall  
21 United States District Court  
22 Northern District of California

