

1 CHAVEZ & GERTLER LLP  
 JONATHAN E. GERTLER (Bar No. 111531)  
 2 jon@chavezgertler.com  
 CHRISTIAN SCHREIBER (Bar No. 245597)  
 3 Christian@chavezgertler.com  
 4 42 Miller Avenue, Mill Valley, CA 94941  
 Tel: (415) 381-5599 Fax: (415) 381-5572

5 SCHNEIDER WALLACE  
 6 COTTRELL BRAYTON KONECKY LLP  
 TODD M. SCHNEIDER (Bar No. 158253)  
 7 tschneider@schneiderwallace.com  
 8 JOSHUA G. KONECKY (Bar No. 182897)  
 jkonecky@schneiderwallace.com  
 9 LISA M. BOWMAN (Bar No. 253843)  
 lbowman@schneiderwallace.com  
 10 180 Montgomery Street, Suite 2000  
 San Francisco, CA 94104  
 11 Tel: (415) 421-7100 Fax: (415) 421-7105

12 Attorneys for Plaintiff ANGELITA GOMEZ and the Plaintiff Class

13  
 14  
 15 **UNITED STATES DISTRICT COURT**  
 16 **NORTHERN DISTRICT OF CALIFORNIA**

18 ANGELITA GOMEZ,  
 19 Plaintiff,  
 20 v.  
 21 PEROT SYSTEMS CORPORATION, a  
 Delaware Corporation; and DOES 1 to  
 22 50, inclusive  
 23 Defendants.

Case No. CV-08-03337 SC

**CLASS ACTION**

**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AGREEMENT AND AWARDED ATTORNEYS' FEES AND EXPENSES**

Date: January 7, 2011  
 Location: Courtroom 1  
 Time: 10:00 a.m.

The Honorable Samuel Conti

1 The motions of Plaintiff Angelita Gomez for Final Approval of Class Action Settlement and  
2 for an Award of Attorneys' Fees, Costs and Expenses came on regularly for hearing as scheduled  
3 on January 7, 2011, at which time the parties and any other interested persons were afforded the  
4 opportunity to be heard in support of and in opposition to the motions. On October 8, 2010,  
5 Plaintiff filed her Motion for Reasonable Attorneys' Fees, pursuant to Fed. R. Civ. P. 23(h). By  
6 Order dated September 20, 2010, this Court preliminarily approved the settlement, certified a class  
7 for settlement purposes only, approved the proposed form of notice, and ordered that notice be  
8 given. Following a nationwide address check, notice of the Settlement was sent to all potential  
9 members of the Settlement Class by first class mail at their last known address. The deadline for  
10 members of the settlement class to request exclusion or object has passed. No class member has  
11 objected to the Settlement or the request for attorneys' fees. Having read and considered all papers  
12 provided, as well as the arguments of counsel, THE COURT HEREBY GRANTS THE  
13 MOTIONS AND ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

14 1. The Court has jurisdiction over the subject matter of this action and over all parties  
15 hereto, including the members of the Settlement Class

16 2. The Court certifies the following Settlement Class:

17 All California non-exempt employees of Perot Systems Corporation who held an  
18 on-call position and received one or more pages at any time from May 27, 2004,  
19 through September 20, 2010.

20 3. The Court finds that the Settlement Class meets the requirements necessary for class  
21 certification under Fed. R. Civ. P. 23(a):

22 (a) The Class includes over 2,100 individuals and is so numerous that joinder of all  
23 members is impracticable;

24 (b) There are questions of law and fact common to the Class;

25 (c) The claims of Representative Plaintiff Angelita Gomez are typical of the claims  
26 of the Class; and  
27  
28

1 (d) The Representative Plaintiff will fairly and adequately protect the interests of the  
2 Class; counsel for Plaintiff will also adequately represent the interests of the  
3 Class.

4 4. The Court finds that the Settlement Class meets the requirements for certification as  
5 a class under Fed. R. Civ. P. 23(b)(3), in that questions of law and fact common to the members of  
6 the Class predominate over any questions affecting only individual members, and a class action is  
7 superior to other available methods for the fair and efficient adjudication of this controversy.

8 5. The Settlement Agreement was reached through arms-length, adversary bargaining  
9 between the parties. There has been no collusion between the parties in reaching the settlement.

10 6. Before entering into the settlement, the parties engaged in sufficient investigation  
11 and discovery regarding the claims plaintiff alleged to allow counsel to act knowledgeably in  
12 negotiating the settlement and to allow the Court to act intelligently in weighing its fairness.

13 7. Angelita Gomez is an adequate class representative and has fulfilled her obligations  
14 to the Court and to the Class.

15 8. Attorneys acting on behalf of the class, including Jonathan Gertler and Christian  
16 Schreiber of Chavez & Gertler LLP, and Joshua Konecky and Lisa Bowman of Schneider Wallace  
17 Cottrell Brayton Konecky LLP, have the experience and qualifications necessary to represent the  
18 class. At all times, including during negotiation of the Settlement Agreement, they have fairly and  
19 adequately protected the interests of the Class. The Court appoints those firms and attorneys as  
20 Class Counsel, and concludes that they have authority to take all appropriate actions in connection  
21 with the implementation and administration of the Settlement.

22 9. The Settlement Agreement executed by the parties provides substantial benefits to  
23 the Class Members in the form of monetary relief for back wages, penalties and interest for alleged  
24 violations of the California Labor Code and the Unfair Competition Law, Cal. Bus & Prof. C. §  
25 17200, *et seq.* The Settlement is finally approved as fair, reasonable and adequate.

26 10. The members of the Settlement Class have been provided with adequate notice of the  
27 settlement terms. The notice given to the members of the Settlement Class disclosed the terms and  
28 effect of the Settlement, was the best notice practicable under the circumstances, and was

1 reasonably calculated to communicate actual notice of the litigation and the proposed settlement to  
2 class members, and otherwise met the requirements of all applicable laws.

3 11. Class members were given an adequate opportunity to opt out of this action. There  
4 were no objections to the Settlement and just seven members of the Class requested exclusion.  
5 Those individuals are listed on Exhibit A hereto.

6 12. The Settlement Agreement is hereby approved as fair, reasonable and adequate. The  
7 Court orders the parties to perform their obligations pursuant to the Settlement Agreement and this  
8 Final Approval Order.

9 13. Class Representative Angelita Gomez is appointed as the Representative of the Class  
10 and granted a service award in the amount of \$10,000, to be paid from the proceeds of the Gross  
11 Settlement Fund in accordance with the terms of the Settlement Agreement.

12 14. Rust Consulting, the Claims Administrator appointed by the Court in its preliminary  
13 approval Order, has submitted testimony attesting to the cost of administration of the notice and  
14 claims process in this case. The Court preliminarily approved estimated costs in the amount of  
15 \$49,000. Stacy Roe of Rust Consulting submitted a declaration in which she testifies that the cost  
16 of the Claims Administration process was \$35,670. The Court hereby approves payment in that  
17 amount to be made from the Gross Settlement Fund pursuant to the terms of the Settlement  
18 Agreement.

19 15. The Court has reviewed the separate Motion for Award of Reasonable Attorneys'  
20 Fees, and the Declarations of Jonathan Gertler and Joshua Konecky in support of Plaintiff's  
21 request for an award of attorneys' fees, costs and expenses, and the time records exhibited thereto.  
22 The Court finds that Class Counsel's out of pocket costs and expenses are fair and reasonable and  
23 were necessary to the prosecution of this action. The Court therefore awards Class Counsel  
24 \$37,023.07 in actual costs to be paid from the Gross Settlement Fund pursuant to the terms of the  
25 Settlement Agreement.

26 16. While the Settlement Agreement provides that Class Counsel may seek up to one-  
27 third of the Gross Settlement Fund without objection by Defendant, Plaintiff has sought only 25%  
28 of the fund recovery in this case—the Ninth Circuit benchmark. The Court finds that this amount

1 is reasonable and appropriate given the quality of work and the results achieved. This amount is  
2 also reasonable when cross-checked against Class Counsel's lodestar. The Court finds that the  
3 time spent by counsel on this case was reasonable given the work involved and the nature of the  
4 case, and that the hourly rates claimed by Class Counsel are reasonable and commensurate with  
5 prevailing market rates for the legal services of attorneys with similar qualifications, skills and  
6 experience in the San Francisco Bay Area. Class Counsel are awarded \$750,000 as attorneys' fees.  
7 This amount shall be paid from the Gross Settlement Fund pursuant to the terms of the Settlement  
8 Agreement, and Defendants shall pay such award according to the instruction of class counsel  
9 within the time set forth in the Settlement Agreement.

10 17. The Court shall and hereby does retain jurisdiction over the interpretation,  
11 implementation, and enforcement of the Settlement Agreement, this Final Settlement Approval  
12 Order, and the Judgment.

13 18. The Clerk is directed to enter Judgment based on this Final Settlement Approval  
14 Order, and to dismiss this action with prejudice, forthwith.

15 IT IS SO ORDERED.

16 DATED: January 7, 2011

17   
18 THE HONORABLE SAMUEL CONTI  
19 United States District Court Judge  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**Class Members who have requested exclusion:**

1. Lorren Carr
2. Jack Jolly
3. John Murray
4. Robert Parsons
5. Christel Reagan
6. Ken A. Sly
7. John Thomas Wilson