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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JOSH HAZEL, on behalf of himself, the
general public, and all others similarly
situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY, a Connecticut
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 08-cv-03552-MMC

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AND SETTING FINAL
APPROVAL HEARING

Date: July 10, 2009
Time: 9:00 a.m.
Courtroom: 7
Judge: Hon. Maxine M. Chesney

The joint motion of Plaintiff Josh Hazel and Defendant Connecticut General Life Insurance Company (collectively the "Settling Parties") for an order preliminarily approving a class action settlement and setting a Final Approval Hearing, came on for hearing on July 10, 2009. The Court has considered the Joint Stipulation of Class Settlement and Release, the proposed notices to the Class Members, the submissions of counsel, and all other papers filed in this action. The matter having been submitted and good cause appearing therefore, the Court at the hearing granted preliminary approval of the class action settlement, subject to the parties' submission of class notices that were revised in accordance with the instructions provided by the Court at the hearing. Revised class notices having been submitted, the Court hereby finds and orders as follows:

1 1. All defined terms contained herein shall have the same meanings as set forth
2 in the Joint Stipulation of Class Settlement and Release executed by the Settling Parties and filed
3 with this Court, including those amendments thereto, (the “Joint Stipulation”).

4 2. The Court finds on a preliminary basis that the Settlement memorialized in the
5 Joint Stipulation is within the range of reasonableness and hereby grants preliminary approval of the
6 Settlement.

7 3. The Court conditionally finds that, for the purposes of approving this
8 Settlement only and for no other purpose and with no other effect on the Action, including no effect
9 on the Action should the Joint Stipulation not ultimately be approved or should the Final Effective
10 Date not occur, the proposed California Class meets the requirements for certification under Rule 23
11 of the Federal Rules of Civil Procedure: (a) the proposed California Class is ascertainable and so
12 numerous that joinder of all members of the class is impracticable; (b) there are questions of law or
13 fact common to the proposed California Class; (c) the claims of Plaintiff are typical of the claims of
14 the members of the proposed Class; (d) Plaintiff will fairly and adequately protect the interests of the
15 California Class Members; (e) a class action is superior to other available methods for an efficient
16 adjudication of this controversy; and (f) the counsel of record for the Class Representative is
17 qualified to serve as counsel for the Class Representative in his own capacity as well as his
18 representative capacity and for the California Class.

19 4. The Court conditionally finds that, for the purposes of approving this
20 Settlement only and for no other purpose add with no other effect on the Action, including no effect
21 on the Action should the Joint Stipulation not ultimately be approved or should the Final Effective
22 Date not occur, the proposed FLSA Class meets the requirements for certification as a collective
23 action pursuant to 29 U.S.C. section 216(b) in that Plaintiff is similarly situated to the other members
24 of the FLSA Class.

25 5. The Court hereby appoints Josh Hazel as Class Representative for the
26 California and FLSA Classes and Eric Epstein, APC, the Thierman Law Firm and the United
27 Employees Law Group as Class Counsel.

28 6. The Court hereby appoints Simpluris, Inc. as the Claims Administrator.

1 7. The Settling Parties have also presented to the Court for review a plan to
2 provide notice to the proposed Classes of the terms of the Settlement and the options facing them
3 including, *inter alia*: to make a claim under the Settlement, to object to the Settlement or (for the
4 California Class only) to request exclusion from the Settlement. The notice plan proposed by the
5 Settling Parties in the Joint Stipulation is the best practical under the circumstances. The Notice of
6 (1) Proposed California Class Settlement and (2) Final Settlement Approval Hearing (“California
7 Class Notice”), California Class – Exclusion Form, California Claim Form, Notice of (1) Proposed
8 FLSA Class Settlement and (2) Final Settlement Approval Hearing (“FLSA Class Notice”), and
9 FLSA Claim Form attached hereto as Exhibits 1-5, are hereby approved. The Claims Administrator
10 shall mail Exhibits 1-3 to the California Class Members and Exhibits 4-5 to the FLSA Class
11 Members pursuant to the applicable provisions in the Joint Stipulation. CGLIC shall provide the
12 Claims Administrator with the information necessary to conduct this mailing as set forth in the Joint
13 Stipulation.

14 8. The Court hereby establishes the following deadlines:

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| 15 August 6, 2009 | Deadline for Claims Administrator to
16 mail California Class Notice,
California Claim Form and Exclusion
17 Form to California Class Members
and to mail FLSA Class Notice and
18 FLSA Claim Form to FLSA Class
Members. |
| 19 September 21, 2009 | Deadline for California and FLSA
20 Class Members to postmark or deliver
objections to the Settlement to the
21 Claims Administrator. |
| 22 October 5, 2009 | Deadline for FLSA and California
23 Class Members to postmark or deliver
Claim Forms to the Class
24 Administrator and Deadline for
California Class Members to postmark
25 or deliver Exclusion Forms to the
Claims Administrator. |
| 26 October 16, 2009 | Deadline for Class Counsel to file and
27 serve motion for final approval of
Settlement and motion for attorney’s
28 fees, costs, and Class Representative
payment. |

