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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DUANE WATERS, et al.	)	
	)	
	)	No. C 09-3983 BZ
	)	
Plaintiff(s),	)	<b>JUDGMENT AND ORDER</b>
	)	<b>OF DISMISSAL</b>
v.	)	
	)	
AT&T SERVICES, INC., (formerly)	)	
SBC Services, Inc., et al.,	)	
	)	
Defendant(s).	)	
	)	
	)	

This matter came before the Court on February 9, 2010, for final approval of the Settlement. The parties have previously submitted their Joint Stipulation of Class Settlement and Release Between Plaintiffs and Defendant ("Settlement Agreement") evidencing their proposed settlement ("Settlement"), which this Court preliminarily approved as set forth in its September 13, 2010 Order for Preliminary Approval of Class Action Settlement, Conditional Class Certification, Approval of Class Notice, and Setting of a Final Fairness Hearing ("Preliminary Approval Order"). In accordance with

1 the Preliminary Approval Order, Class Members have been given  
2 notice of the terms of the Settlement and the opportunity to  
3 object to it or to exclude themselves from its provisions.

4 Having received and considered the Settlement, the  
5 supporting papers filed by the parties, and the evidence  
6 received by the Court in connection with the preliminary  
7 approval motion and the final approval hearing on February 9,  
8 2010, the Court grants final approval to the Settlement, and  
9 **HEREBY ORDERS and DETERMINES** as follows:

10 All terms used herein shall have the same meaning as  
11 defined in the Settlement Agreement.

12 Pursuant to the Federal Rules of Civil Procedure and due  
13 process, the Court hereby finally approves the Settlement set  
14 forth in the Settlement Agreement, subject to the changes  
15 ordered by the Court in its September 13, 2009 Order, and  
16 finds that such Settlement is, in all respects, fair,  
17 reasonable and adequate to the Class and to each Class Member  
18 and that the Class Members who have not opted out shall by  
19 bound by the Settlement, that the Settlement is ordered  
20 finally approved, and that all terms and provisions of the  
21 Settlement should be and hereby are ordered to be consummated.  
22 The Court further finds that the Settlement set forth therein  
23 was entered into in good faith following arms-length  
24 negotiations and is non-collusive, and that the Class as  
25 defined in the Settlement Agreement be certified for  
26 settlement purposes only.

27 The Court finds that the Notice provided to Class Members  
28 was the best notice practicable under the circumstances of

1 these proceedings and of matters set forth herein, and that  
2 the Notice fully satisfies the requirements of the Federal  
3 Rules of Civil Procedure, due process and any other applicable  
4 laws.

5 There have been no objections to the Settlement.

6 Excluded from the Settlement and Judgment are eight (8)  
7 persons who submitted valid and timely requests for exclusion,  
8 whose names are listed in Attachment A. Every person in the  
9 Class who did not submit a timely Exclusion Form is a Class  
10 Member.

11 The Settlement is not an admission by any of the Released  
12 Parties, nor is this Judgment a finding of the validity of any  
13 claims in the Action or of any wrongdoing by any of the  
14 Released Parties. Neither this Judgment, the Settlement  
15 Agreement, nor any document referred to herein, nor any action  
16 taken to carry out the Settlement Agreement is, may be  
17 construed as, or may be used as an admission by or against the  
18 Released Parties of any fault, wrongdoing or liability  
19 whatsoever. The entering into or carrying out of the  
20 Settlement Agreement, and any negotiations or proceedings  
21 related thereto, shall not in any event be construed as, or  
22 deemed to be evidence of, an admission or concession with  
23 regard to the denials or defenses by the Released Parties and  
24 shall not be offered in evidence in any action or proceeding  
25 against the Released Parties in any court, administrative  
26 agency or other tribunal for any purpose whatsoever other  
27 than to enforce the provisions of this Judgment, the  
28 Settlement Agreement, or any related agreement or release.

1 Notwithstanding these restrictions, any of the Released  
2 Parties may file in the Action or in any other proceeding the  
3 Judgment, Stipulation, or any other papers and records on file  
4 in the Action as evidence of the Settlement to support a  
5 defense of res judicata, collateral estoppel, release, or  
6 other theory of claim or issue preclusion or similar defense  
7 as to the Released Claims.

8 Pursuant to the Settlement and Judgment, all Class  
9 Members (except for those who filed Exclusion Forms) are  
10 permanently barred from prosecuting against Defendant and the  
11 Released Parties any claims that were released as set forth in  
12 the Settlement, excluding claims under the federal Fair Labor  
13 Standards Act ("FLSA") only, by those Class Members who did  
14 not submit claim forms pursuant to the Settlement.

15 The parties are hereby ordered to comply with the terms  
16 of the Settlement, except as they have been modified in this  
17 Order Awarding Attorneys' Fees and Costs and the Order  
18 Awarding Additional Payments to Class Representative.  
19 Defendant is directed to transfer the necessary funds to the  
20 Claims Administrator, CPT Group, Inc., so as to comply with  
21 the terms of the Settlement. The Court directs CPT Group,  
22 Inc. within twenty (20) days of the Settlement Effective Date  
23 (as defined in the Settlement Agreement, previously filed with  
24 the Court), to disburse to the funds to Class Members, Class  
25 Counsel, Class Representatives and the California Labor  
26 Workforce and Development Agency as set forth in the  
27 Settlement and in the separate Order Awarding Attorneys' Fees  
28 and Costs, Order Awarding Claims Administration Expenses,


1 and Order Awarding Incentive Payments.

2 This action and the claims alleged in the Complaint filed  
3 in the Action are hereby ordered dismissed with prejudice,  
4 each side to bear its own costs and attorneys' fees except as  
5 provided by the Settlement.

6 Any court order regarding the application for Class  
7 Counsel's attorneys' fees and Plaintiffs' enhancement awards  
8 shall in no way disturb or affect this Judgment and Order of  
9 Dismissal and shall be considered separate from this Judgment  
10 and Order.

11 Without affecting the finality of this Judgment and Order  
12 in any way, this Court hereby retains continuing jurisdiction  
13 over the interpretation, implementation and enforcement of the  
14 Settlement and the payments to be made under the Settlement.

15 Dated: February 17, 2011

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18 Bernard Zimmerman  
19 United States Magistrate Judge  
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Attachment A to Judgment and Order of Dismissal

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1. Carlos Banas
2. Irina Malkin
3. Jason Rojas
4. Le-Ai Cu
5. Michael Conroy
6. Nasreen Habib
7. Shuchiao Chen
8. Suneethamala Gangavaph