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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JAMES COLLINS, et al.,  
Plaintiffs,  
v.  
GAMESTOP CORP., et al.,  
Defendants.

NO. C10-1210 TEH

ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT;  
ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND  
COSTS; AND JUDGMENT

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This matter came before the Court on September 17, 2012, on Plaintiffs' unopposed motions for final approval of the class action settlement agreement ("Agreement") filed with the Court on February 24, 2012, as Exhibit 1 to the Declaration of Mark Pifko, and for attorneys' fees and costs. The Agreement is incorporated herein by reference, including the adoption of defined terms. The Court has: (1) previously granted preliminary approval of the Agreement; (2) been informed by declaration that notice of the settlement has been given to the Class (as defined below); (3) held a final fairness hearing at which all Parties appeared by their counsel and at which the Court provided class members with an opportunity to object to the Agreement, but at which no class members appeared to object; (4) received and reviewed briefing and evidence as to why the proposed settlement is fair, adequate, and in the best interests of the represented class; and (5) considered all other arguments and submissions in connection with the proposed settlement.

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With good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

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1. All terms used herein shall have the same meaning as defined in the Agreement.

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2. This Court has jurisdiction over the subject matter of this litigation and over the Parties to this litigation, including all class members.

1           3.       The Court certifies for settlement purposes a class of all California residents  
2 who purchased a used video game from GameStop from March 23, 2006, to April 9, 2012,  
3 that offered free downloadable content to purchasers of a new copy of the game and such  
4 downloadable content was not available to used game purchasers without additional  
5 payment. Excluded from the Class are: (i) any judicial officer presiding over the Litigation  
6 and the members of his/her immediate family and judicial staff; and (ii) any person who  
7 timely opted out of the Settlement Class.

8           4.       The Court appoints Plaintiffs James Collins, Matthew Proctor, and Danoby  
9 Ortiz as Class Representatives.

10          5.       The Court appoints Baron & Budd P.C. and Initiative Legal Group APC as  
11 Class Counsel.

12          6.       The distribution of the Class Notice to the Class as set forth in the Agreement  
13 has been completed in conformity with the April 9, 2012 Preliminary Approval Order. The  
14 Class Notice provided adequate notice of the proceedings and about the case, including the  
15 proposed settlement terms as set forth in the Agreement. The Class Notice fully satisfied due  
16 process requirements. As executed, the Class Notice was the best notice practicable under  
17 the circumstances.

18          7.       The Court hereby approves the terms set forth in the Agreement and finds that  
19 the Agreement is fair, adequate, and reasonable and directs the Parties to effectuate the  
20 Agreement according to its terms. The Court finds that the Agreement has been reached as a  
21 result of informed and non-collusive arm's-length negotiations.

22          8.       The Court also finds that settlement now will avoid additional and potentially  
23 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate  
24 the case.

25          9.       The Agreement is not an admission by Defendants or by any other released  
26 party, nor is this order a finding of the validity of any allegations or of any wrongdoing by  
27 Defendants or any other released party. Neither this order, the Agreement, nor any document  
28 referred to herein, nor any action taken to carry out the Agreement, may be construed as, or

1 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability  
2 whatsoever by or against Defendants or any of the other released parties.

3 10. The Court awards Plaintiffs James Collins, Matthew Proctor, and Danoby Ortiz  
4 \$2000 each for their services to the Class. The Court finds that these amounts are fair and  
5 reasonable in light of Plaintiffs' contributions to the litigation.

6 11. The Court grants Plaintiffs' unopposed motion for \$250,000 in attorneys' fees  
7 and costs as within the range of reasonable fees and costs.

8 12. All Class Members were given a full and fair opportunity to participate in the  
9 Approval Hearing, and all members of the Settlement Class wishing to be heard have been  
10 heard. Members of the Settlement Class also have had a full and fair opportunity to exclude  
11 themselves from the proposed settlement and the class. Accordingly, the terms of the  
12 Agreement and this order shall bind members of the Class who did not timely exclude  
13 themselves. To effectuate the Settlement, the Court hereby orders that all Class Members  
14 who did not timely exclude themselves from the Settlement are barred, enjoined, and  
15 restrained from commencing, prosecuting, or asserting any released claim against any  
16 released party.

17 13. The Court retains jurisdiction over the Parties to enforce the terms of this order  
18 and judgment, and shall have continuing jurisdiction over the construction, interpretation,  
19 implementation, and enforcement of the Agreement in accordance with its terms.

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21 **IT IS SO ORDERED.**

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23 Dated: 09/17/12

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THELTON E. HENDERSON, JUDGE  
UNITED STATES DISTRICT COURT

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