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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JEREMY SCHNEIDER, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

SPACE SYSTEMS/LORAL, INC., a Delaware  
corporation,

Defendant.

Case No. CV 11-02489 MMC

**[PROPOSED] JUDGMENT AND ORDER  
OF FINAL APPROVAL AND DISMISSAL**

Date: January 24, 2014  
Time: 9:00 a.m.  
Ctrm: 7

1           The Court has received and considered the proposed Stipulation of Settlement and  
2 Release and Addendum to Stipulation of Settlement and Release (hereinafter collectively the  
3 “Settlement Agreement”)<sup>1</sup>; has previously granted preliminary approval of the class settlement  
4 that provided for conditional class certification; has been informed by declarations that notice of  
5 the settlement has been provided to the Class (as defined below); has held a fairness hearing at  
6 which all parties appeared by their Counsel and at which the Class Members were afforded the  
7 opportunity to object to the proposed settlement; has received and reviewed briefing and  
8 evidence as to why the proposed settlement is fair, adequate and in the best interests of the  
9 represented class; and has considered all other arguments and submissions in connection with the  
10 proposed Settlement.

11           **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**  
12 **ADJUDGED AND DECREED THAT:**

13           1.       The Settlement Agreement and the terms therein are fair, just, reasonable and  
14 adequate as to the settling parties, including the Settlement Class, and is hereby approved in all  
15 respects. The parties are hereby directed to perform the terms of the Settlement Agreement.

16           2.       Solely for the purposes of effectuating the Settlement, the Court hereby certifies  
17 the Settlement Class, defined as all “Associate” level “Engineers” (except “Program  
18 Management Engineers”) employed by SS/L within the State of California at any time during the  
19 period of January 14, 2007 through May 17, 2013, (the “Settlement Class” or “Class  
20 Members”). For the reasons stated in the Preliminary Approval Order, the Court finds that the  
21 Settlement Class meets the legal requirements for class certification under Federal Rule of Civil  
22 Procedure 23 (“Rule 23”).

23           3.       In accordance with Federal Rule of Civil Procedure 23 and the requirements of  
24 due process, the Settlement Class has been given proper and adequate notice of the Settlement  
25 Agreement and the Final Fairness Hearing, such notice having been carried out in accordance

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27 <sup>1</sup> Undefined capitalized terms used herein have the same meaning ascribed to them in the  
28 Settlement Agreement.

1 with the Preliminary Approval Order and Order Approving the Revised Notice of Class Action  
2 Settlement, Claim Form and Supplemental Notice (“Order Approving Revised Notice”). The  
3 Notice and Revised Notice and notice methodology implemented pursuant to the Settlement  
4 Agreement and the Court’s Preliminary Approval Order and Order Approving Revised Notice  
5 (a) were appropriate and reasonable and constituted due, adequate, and sufficient notice to all  
6 persons entitled to notice; and (b) met all applicable requirements of the Federal Rules of Civil  
7 Procedure and any other applicable law. The parties have complied fully with the notice  
8 provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9           4.       The Court hereby approves the Settlement as set forth in the Settlement  
10 Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable and is  
11 hereby finally approved in all respects. The Court makes this finding based on a weighing of the  
12 strength of Plaintiff’s claims and Defendants’ defenses with the risk, expense, complexity, and  
13 duration of further litigation. The Court also finds that the Settlement is the result of non-  
14 collusive arm’s-length negotiations between experienced counsel representing the interests of the  
15 Settlement Class and Defendants, after thorough factual and legal investigation. In granting final  
16 approval of the Settlement, the Court considered the nature of the claims, the amounts and kinds  
17 of benefits paid in settlement, the allocation of settlement proceeds among the Class Members,  
18 and the fact that the Settlement represents a compromise of the Parties’ respective positions  
19 rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms  
20 of the Settlement have no obvious deficiencies and do not improperly grant preferential  
21 treatment to any individual Class Member. The Court further finds that the response of the Class  
22 to the Settlement supports final approval of the Settlement. Specifically, no Class Member  
23 objects to the Settlement. Accordingly, pursuant to Rule 23(e), the Court finds that the terms of  
24 the Settlement are fair, reasonable, and adequate to the Class and to each Class Member. The  
25 Court also hereby finds that Plaintiff has satisfied the standards and applicable requirements for  
26 final approval of this class action settlement under Rule 23.

27           5.       The Motion for Final Approval is GRANTED, and the Settlement Agreement is  
28 hereby APPROVED as fair, reasonable, adequate to members of the Settlement Class, and in the

1 public interest. The parties are directed to consummate the Settlement Agreement in accordance  
2 with its terms.

3 6. The unopposed Motion of Class Counsel for costs, attorneys' fees, and the Class  
4 Representative enhancement is hereby GRANTED. The Cooper Law Firm, P.C., The Carter  
5 Law Firm, and the Phelps Law Group ("Class Counsel") shall be paid \$450,000 for attorneys'  
6 fees and litigation costs, which shall be paid in accordance with the terms of the Settlement  
7 Agreement. The Court hereby also awards an enhancement of \$10,000 to Jeremy Schneider,  
8 which shall be paid in accordance with the terms of the Settlement Agreement.


9 7. The Class Administrator, Rust Consulting, Inc., shall be paid \$22,378 which shall  
10 be paid in accordance with the terms of the Settlement Agreement.

11 8. The Court hereby enters judgment approving the terms of the Settlement  
12 Agreement and ordering that the Lawsuit be dismissed on the merits with prejudice in  
13 accordance with the Settlement. The Fourth Amended Complaint is dismissed on the merits with  
14 prejudice on a class-wide basis. This document shall constitute a final judgment for purposes of  
15 Federal Rule of Civil Procedure, Rule 58.

16 9. Without affecting the finality of the Judgment, the Court shall retain jurisdiction  
17 of this action for the purpose of resolving any disputes that may arise as to the implementation of  
18 the monetary relief terms of the Settlement Agreement.

19 **IT IS SO ORDERED.**

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21 DATED: January 28, 2014

  
Honorable Maxine M. Chesney  
United States District Judge

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