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IN THE UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA – San Francisco

STEPHANIE OCHOA, et al.,  
 Plaintiffs,  
 vs.  
 MCDONALD’S CORP., et al.,  
 Defendants.

CASE NO. 3:14-cv-02098-JD

**[PROPOSED] ORDER GRANTING MOTION  
 FOR FINAL APPROVAL OF CLASS ACTION  
 SETTLEMENT AND JUDGMENT**

Complaint Filed: March 12, 2014  
 Trial Date: Not set

1 This matter came before the Court for hearing pursuant to the Order Granting Preliminary  
2 Approval of Class Settlement dated January 27, 2017 (“Preliminary Approval Order”), and on  
3 application of the parties for final approval of the parties’ Settlement Agreement dated October 27,  
4 2016 (“Settlement”). Due and adequate notice having been given of the Settlement as required in  
5 the Preliminary Approval Order, and the Court having considered all papers filed and proceedings  
6 had herein and otherwise being fully informed in the premises and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1. All defined terms used in this Judgment have the same meanings as set forth in the  
9 Settlement.

10 2. The Court finds that it has jurisdiction over the subject matter of the action and over  
11 all parties to the action, including all Class Members.

12 3. The Court finds and concludes that adequate notice has been given to the Class as  
13 directed in the Preliminary Approval Order, which notice was the best notice practicable under the  
14 circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of  
15 Civil Procedure, and all other applicable law. The Court further finds and concludes that notice  
16 was provided to appropriate state and federal officials in accordance with all applicable laws,  
17 including Cal. Labor Code § 2699(1)(2) and the Class Action Fairness Act.

18 4. Class Members were given a full opportunity to participate in the Final Settlement  
19 Hearing, and all Class Members and other persons wishing to be heard have been heard.  
20 Accordingly, the Court determines that all Class Members who did not timely and properly opt out  
21 are bound by this Final Order and Judgment. The name of the individual who did timely and  
22 properly opt out is included on Exhibit A.

23 5. The Court hereby finally approves in all respects the Settlement and finds that the  
24 Settlement and the plan of distribution and allocation are, in all respects, fair, just, equitable,  
25 reasonable, and adequate for the Class. The Court also finds that the Settlement is in the best  
26 interest of the Class Members and that extensive arm’s-length negotiations have taken place in  
27 good faith between Class Counsel and counsel for the Released Parties resulting in the Settlement.  
28 The Court has considered all relevant factors for determining the fairness of the Settlement and has

1 concluded that all such factors weigh in favor of granting final approval. The Court directs the  
2 Settlement to be consummated in accordance with the terms and conditions set forth in the  
3 Settlement.

4 6. The Court hereby finds that Class Counsel have fairly and adequately represented  
5 the Class for all purposes, including entering into and implementing the Settlement.

6 7. If the Settlement does not become effective in accordance with the terms of the  
7 Settlement, this Judgment shall be rendered null and void to the extent provided by and in  
8 accordance with the Settlement and shall be vacated and, in such event, all orders entered and  
9 releases delivered in connection herewith shall be null and void to the extent provided by and in  
10 accordance with the Settlement.

11 8. Upon the Effective Date, the Class Representatives and each Class Member on the  
12 one hand and McDonald's on the other hand, for themselves and their respective agents, heirs,  
13 predecessors, successors, assigns, representatives and attorneys, mutually shall be deemed to have,  
14 and by operation of the Final Approval, shall have fully, finally, and forever irrevocably waived,  
15 released, relinquished, and discharged with prejudice each other from any and all claims that were  
16 alleged in this action, arise out of or are related to the allegations and claims alleged in the action,  
17 and/or could have been alleged based on the facts, matters, transactions, or occurrences alleged in  
18 the action through the date of the Settlement. By operation of the Final Approval, the Class  
19 Representatives and McDonald's shall be deemed to have waived and relinquished any and all  
20 employment-related claims, rights, or benefits that each may have with respect to the other under  
21 California Civil Code § 1542, which provides: "A general release does not extend to claims which  
22 the creditor does not know or suspect to exist in his or her favor at the time of executing the release  
23 which if known by him or her must have materially affected his or her settlement with the debtor."

24 9. The Court hereby dismisses the above-captioned action against the Released Parties  
25 with prejudice as to the Class Representatives and all Class Members and without costs, except as  
26 otherwise provided in the Settlement.

27 10. No Class Representative or Class Member, either directly, representatively, or in  
28 any other capacity, shall commence, maintain or prosecute any action or proceeding against any or

1 all Released Party or Parties in any court or tribunal asserting any of the Settled Claims defined in  
2 the Settlement. The covenants, agreements, and releases in the Settlement shall be a complete  
3 defense to any such Settled Claims against any of the Released Parties as define in the Settlement.

4 11. Nothing in this Final Order and Judgment, the Settlement, or any documents or  
5 statements related thereto, is or shall be deemed or construed to be an admission or evidence of any  
6 violation of any statute or law or of any liability or wrongdoing by any of the Released Parties.

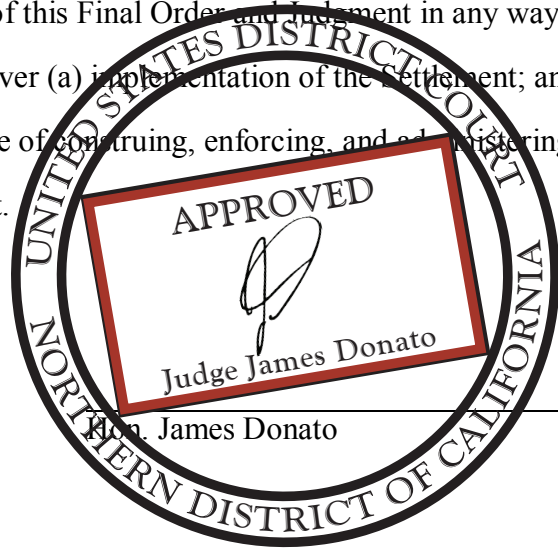
7 12. The Court finds that a service award of \$500 for each Class Representative is  
8 appropriate. ~~for the Class Representatives' efforts in bringing and prosecuting this action and for~~  
9 ~~devoting time and effort to keeping themselves informed of the litigation.~~

10 13. Class Counsel have moved for an award of attorneys' fees and reimbursement of  
11 litigation expenses. Class Counsel's motion will be addressed by a separate order.

12 14. Without affecting the finality of this Final Order and Judgment in any way, this  
13 Court hereby retains continuing jurisdiction over (a) implementation of the Settlement; and (b) the  
14 Parties and the Class Members for the purpose of construing, enforcing, and administering the  
15 Settlement and this Final Order and Judgment.

16 **IT IS SO ORDERED.**

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18 Dated: 8/4/2017 \_\_\_\_\_



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# EXHIBIT A

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**EXHIBIT A**

The individuals who timely and properly opted out of the Settlement include:

1. Blanca Benevides