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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SHERRI STEWART, GITA IGHANIAN
individually and on behalf of all
employees similarly situated

Plaintiffs,

v.

ERICSSON COMMUNICATIONS,
INC.; AIRCOM INTERNATIONAL,
INC. dba AIRCOM CONTRACTOR
SERVICES; DIXIE DE LA ROSA; and
DOES 1-100, inclusive,
Defendants.

CASE NO. CV 12-6272-PJH

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND SCHEDULING
FAIRNESS HEARING**

Judge: Phyllis J. Hamilton

Date: November 27, 2013
Time: 9:00 a.m.
Courtroom: 3 – 3rd Floor

1 On November 20, 2013, Plaintiffs, Sherri Stewart and Gita Ighanian, on behalf of
2 themselves and all others similarly situated, Abrolat Law pc law firm ("Class Counsel"),
3 and Defendants Ericsson Communications, Inc. and AIRCOM International, Inc.
4 (collectively, "Defendants ") and Defendants' counsel, entered into a Joint Settlement
5 Stipulation and Release ("Settlement Agreement" or "Agreement") to settle the Class
6 Action, Case No. CV 12-6272-PJH of the United States District Court, Northern District of
7 California, entitled Sherri Stewart, Gita Ighanian individually and on behalf of all
8 employees similarly situated v. Ericsson Communications, Inc.; AIRCOM International,
9 Inc. dba AIRCOM Contractor Services; Dixie De La Rosa; and DOES 1-100, (the
10 "Litigation"). The Settlement Agreement fully and finally resolves the Litigation.

11 This Settlement Agreement is conditioned upon the Court granting final approval of
12 the Settlement Agreement and dismissing the Litigation. If these conditions are satisfied,
13 then the terms of the Settlement Agreement will provide for the following:

14 1. Defendants will stipulate to certification of the Class, for purposes of this
15 settlement only, defined as: "all current or former employees who are or have been
16 employed by AIRCOM, International, Inc. in the position of implementation managers
17 and/or other substantially similar positions, in the State of California at any time from the
18 four years prior to the filing of this action through the date of preliminary approval of the
19 settlement of this action." (Members of the "Settlement Class" may also be referred to as
20 "Class Members" or "Class.")

21 2. Defendants will pay up to \$400,000 (four hundred thousand dollars) into a
22 Class Settlement Fund with Garden City Group, the Claims Administrator, to fund the
23 Settlement in this action (the "Settlement Fund");

24 3. Class Members who submit valid and timely Claim Forms will be
25 compensated according to the number of work weeks he or she actually worked for
26 Defendants in California, for a period of four years prior to the commencement of the
27 Litigation (July 26, 2008) through the date of the preliminary fairness and approval
28 hearing;

4. Class Settlement Administrative Costs will be paid from the Settlement

1 Fund;

2 5. The mediator's fee of \$8,390 will be paid from the Settlement Fund;

3 6. All Employer Taxes attributed to wages (one-third of any amount paid to
4 Class Members) will be paid by Defendants;

5 7. Class Counsel will seek an award of up to \$100,00 for fees, which is one-
6 quarter of the Settlement Fund and costs of approximately \$7,142 (seven thousand, one
7 hundred forty-two dollars) which will be paid from the Settlement Fund ; and

8 8. Class Representative payments of up to \$10,000 (ten thousand dollars) for
9 Plaintiff Stewart and up to \$5,000 (five thousand dollars) for Plaintiff Ighanian, which
10 shall be paid from the Settlement Fund.

11 9. To reiterate the schedule set forth above, the Parties propose the following
12 dates:

- 13 • **December 4, 2013** – Anticipated date of the Court's formal order granting
14 preliminary approval;
- 15 • **December 9, 2013** – Date by which Defendant will provide contact
16 information for class members to Administrator (5-day date after order is
17 formally granted);
- 18 • **December 19, 2013** – date by which Administrator shall mail out Class
19 Notices;
- 20 • **February 3, 2014** – Date by which class members must submit claims or file
21 objections;
- 22 • **February 10, 2014** – Date by which Administrator must certify completion
23 of Claims Period to counsel;
- 24 • **February 17, 2014** – Date by which Class Counsel must file Statement of
25 Completion;
- 26 • **March 5, 2014** – Anticipated date upon which the Court sets hearing for
27 Final Approval;
- 28 • **March 15, 2014** – Date on which Administrator commences payout of
claims (10-day date based upon date of final approval order)

1 After reviewing the Settlement Agreement, the Notice of Proposed Class Action
2 Settlement and of Final Fairness and Approval Hearing (“Notice of Settlement”), Claim
3 Form and other related documents and having heard from Class Counsel and Counsel for
4 Defendants,

5
6 **IT IS HEREBY ORDERED:**

7 1. The Court hereby GRANTS preliminary approval of the terms and
8 conditions contained in the Settlement Agreement, including without limitation, the
9 following terms:

10 a. The Class shall be defined as: “all current or former employees who
11 are or have been employed by AIRCOM International, Inc. in the position of
12 implementation managers and/or other substantially similar positions, in the State of
13 California at any time from the four years prior to the filing of this action through the date
14 of preliminary approval of the settlement of this action.” (Members of the “Settlement
15 Class” may also be referred to as “Class Members” or “Class.”)

16 b. Defendants will pay up to \$400,000 (four hundred thousand dollars)
17 into a Class Settlement Fund with Garden City Group, the Claims Administrator, to fund
18 the Settlement in this action (the “Settlement Fund”);

19 c. Class Members who submit valid and timely Claim Forms will be
20 compensated according to the number of work weeks he or she actually worked for
21 Defendants in California, for a period of four years prior to the commencement of the
22 Litigation (July 26, 2008) through the date of the preliminary fairness and approval
23 hearing;

24 d. Class Settlement Administrative Costs of no more than \$10,750.00
25 will be paid from the Settlement Fund;

26 e. All Employer Taxes attributable to wages (one-third of any amount
27 paid to Class Members) will be paid by Defendants;
28

1 f. Class Counsel Attorneys' Fees and Costs will be paid from the
2 Settlement Fund up to the amount of \$100,000 (25% of the Settlement Fund) for attorneys'
3 fees and \$7,142 for costs;

4 g. Class Representatives shall receive an enhancement payment of up to
5 \$10,000 (ten thousand dollars) for Plaintiff Stewart and up to \$5,000 (five thousand
6 dollars) for Plaintiff Ighanian, which shall be paid from the Settlement Fund.

7 2. The Court preliminarily finds that the terms of the Settlement Agreement are
8 fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9 3. The Court hereby preliminarily finds that the Settlement Agreement was the
10 product of serious, informed, non-collusive negotiations conducted at arms' length by the
11 parties. In making this preliminary finding, the Court considered the amount of the
12 Settlement Funds (\$400,000) and the number of Class Members (38) that it will be
13 allocated among, the financial condition of the parties, and the fact that a settlement
14 represents a compromise of the parties' respective positions rather than the result of a
15 finding of liability at trial. The Court further preliminarily finds that the terms of the
16 Settlement Agreement have no obvious deficiencies and do not improperly grant
17 preferential treatment to the Named Plaintiffs or any Class Member.

18 4. The Court hereby appoints Abrolat Law pc law firm to serve as Class
19 Counsel.

20 5. The Court hereby approves the Notice of Settlement and Claim Form,
21 attached to the Settlement Agreement as Exhibits A and B, respectively.

22 6. The Court finds that the Notice of Settlement constitutes the best practicable
23 notice under the circumstances and is in full compliance with federal and California law
24 and, to the extent applicable, the United States Constitution and the requirements of due
25 process. The Court further finds that the Class Notice of Settlement fully and accurately
26 informs Class Members of all material elements of the proposed Settlement Agreement,
27 including each Class Members' right and opportunity to object to the proposed Settlement
28 Agreement. The Court further finds that the Notice of Settlement fully and accurately
informs Class Members of the right to be excluded from the Class.

1 7. Defendants shall provide contact information for the class members to the
2 Claims Administrator within 5 (five) days of the date of entry of this Order, December 9,
3 2013..

4 8. The Notice of Settlement shall be delivered via First Class U.S. mail to the
5 most recent known address of each Class Member by the Claims Administrator within 15
6 (fifteen) days of this Order, December 19, 2013.

7 9. The Court further orders that any Class Member requesting exclusion from
8 the Class must complete and sign a written request to be excluded from the settlement and
9 submit the request to the Settlement Administrator postmarked no later than 45 (forty-five)
10 days after the original date of the Settlement Administrator's mailing of the Notice of
11 Settlement, February 3, 2014.

12 10. The Court orders that each Class Member shall be given the full opportunity
13 to object to the proposed Settlement Agreement and to participate at a Final Fairness and
14 Approval Hearing, which the Court sets to commence on March 5, , 2014 at 9:00 a.m. in
15 Courtroom 3 of the United States District Court for the Northern District of California,
16 1301 Clay Street, Oakland, California 94612.

17 11. Any Class Member seeking to object to the proposed Settlement Agreement
18 shall file such objection in writing with the Court and shall serve such objection on Class
19 Counsel and Counsel for Defendants no later than 45 (forty-five) days after the mailing of
20 the notices by the Claims Administrator February 3, 2014 Any Class Member who fails to
21 file and serve a timely written objection shall be foreclosed from objecting to the proposed
22 Settlement Agreement, unless otherwise ordered by the Court.

23 12. The Court further orders that any Class Member who submits both a timely
24 Claim Form and a timely request for exclusion and who does not provide clarification to
25 the Claims Administrator, shall be deemed to have joined the Class, unless the Court
26 orders otherwise.

27 13. The Court orders that within seven days after the close of the Claims Period,
28 as identified in the Settlement Agreement, the Claims Administrator shall provide Class
Counsel and Counsel for Defendants with a statement certifying which claims were timely

1 filed and confirming the completion of the notice process as provided in the Settlement
2 Agreement and ordered herein, February 10, 2014.

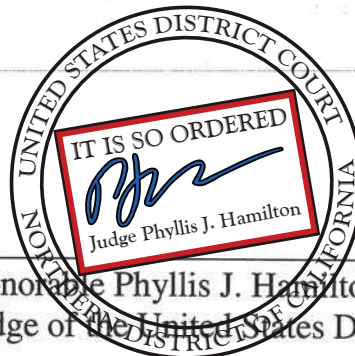
3 14. Class Counsel is ordered to file with the Court a statement of completion of
4 class notice to the Class no later than 7 (seven) days after receipt of the Settlement
5 Administrator's statement of completion of the notice process, February 17, 2014.

6 15. The Court further orders that the Class Administrator shall commence
7 payment of claims within 10 (ten) days from the date of Order granting Final Approval,
8 March 15, 2014

9 16. The Court further orders that Class Members shall be enjoined from
10 initiating or prosecuting any proceedings on any claim to be released pursuant to the
11 Settlement Agreement unless and until the Class Member opts out.

12 **IT IS SO ORDERED:**

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15 Dated: December 5, 2013



16 Honorable Phyllis J. Hamilton
17 Judge of the United States District Court