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14 *Class Counsel*

15
16 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA

17
18 RICHARD ELDRIDGE, an individual, on
behalf of himself and all others similarly
19 situated,

20 Plaintiff,

21 vs.

22 ELECTRONIC ARTS INC., a Delaware
corporation,

23 Defendant.

Lead Case No. 08-CV-4733 RMW

Related Cases:

Case No. 08-CV-4917 RMW

Case No. 08-CV-5373 RMW

Case No. 08-CV-4629 RMW

Case No. 08-CV-4421 RMW

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR (1) FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND (2)
ATTORNEY FEES AND EXPENSES**

24
25 This Document Relates To:

26 ALL RELATED ACTIONS
27
28

ORDER GRANTING FINAL APPROVAL & AWARDING ATTORNEY FEES AND EXPENSES
LEAD CASE NO. CV-08-4733 RMW

1 This matter came before the Court for hearing pursuant to the Order Granting Preliminary
2 Approval Of Class Settlement dated November 16, 2009 (“Preliminary Approval Order”), and on
3 application of the parties for final approval of the parties’ Stipulation of Settlement dated November 10,
4 2009 (“Agreement”). Due and adequate notice having been given of the settlement set forth in the
5 Agreement as required in the Preliminary Approval Order, and the Court having considered all papers
6 filed and proceedings had herein and otherwise being fully informed in the premises and good cause
7 appearing therefor,

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

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

11 2. The Court hereby reaffirms its previous findings and conclusions, as set forth in the
12 Preliminary Approval Order, that the Class meets all the requirements for certification pursuant to Rule
13 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure. The Class is defined as:

14 All persons or entities in the United States who purchased or legally downloaded, and
15 subsequently installed one or more EA computer games that included SecuROM copy
16 protection technology.

17 3. The Court finds and concludes that notice has been given to the Class as directed in the
18 Preliminary Approval Order, which notice was the best notice practicable under the circumstances and
19 fully satisfied due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure. The
20 Court further finds that notice has been given to the appropriate federal and state officials pursuant to 28
21 U.S.C. § 1715.

22 4. The Court finds and concludes that no Class Members have objected to the Settlement
23 Agreement.

24 5. The Court approves the Settlement and finds that the Settlement is, in all respects, fair,
25 reasonable, and adequate for the Class.

26 6. The Court hereby finds that Class Counsel have adequately represented the Plaintiff Class
27 for purposes of entering into and implementing the Settlement.

28 7. If the Settlement does not become effective in accordance with the terms of the

1 Agreement, then this Judgment shall be rendered null and void to the extent provided by and in
2 accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases
3 delivered in connection herewith shall be null and void to the extent provided by and in accordance with
4 the Agreement.

5 8. Upon the Effective Date, the Plaintiffs and each Class Member shall be deemed to have,
6 and by operation of the Final Approval, shall have fully, finally, and forever irrevocably released,
7 relinquished, and discharged with prejudice the Released Parties from any and all liabilities, claims,
8 cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages,
9 restitution, disgorgement, costs, attorneys' fees, losses, expenses, obligations or demands, of any kind
10 whatsoever, whether in arbitration, administrative, or judicial proceedings, whether as individual claims
11 or as claims asserted on a class basis or on behalf of the general public, whether known or unknown,
12 suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or
13 unliquidated, whether under federal statutory law, federal common law or federal regulation, or the
14 statutory or common laws or regulations of any and all states or subdivisions, which are based upon,
15 arising out of, in connection with, or in any way relating to any of the acts, omissions or other conduct
16 which were alleged or otherwise referred to in the Litigation, including, without limitation, all claims
17 relating to the allegation that EA failed to disclose that the computer games at issue in the Litigation
18 included a version of SecuROM ("Released Claims"), except that any Class Member who allegedly
19 suffered damages before the Effective Date may bring an individual (non-class action) claim against EA
20 for such damages based on an alleged breach of the End User License Agreement ("EULA") and/or
21 alleged breach of express warranty, and/or alleged trespass to chattels and/or property. Those claims
22 may be brought in any forum, regardless of the EULA's choice of law or venue provisions or clauses.
23 Except for choice of law, choice of venue and any claim-splitting defense, EA reserves all positions,
24 rights and defenses. By operation of the Final Approval, all Class Members shall be deemed to have
25 waived any and all provisions, rights and benefits conferred by section 1542 of the California Civil Code
26 or any comparable statutory or common law provision of any other jurisdiction with respect to the
27 Released Claims.
28

1 9. The Court hereby dismisses these actions against EA with prejudice as to all Class
2 Members and without costs, except as otherwise provided in the Agreement.

3 10. Without affecting the finality of this Judgment in any way, this Court hereby retains
4 continuing jurisdiction over (a) implementation of the Settlement; and (b) the Parties and the Class
5 Members for the purpose of construing, enforcing, and administering the Agreement and this Judgment.

6 11. ~~Having reviewed the record, the Court now grants Plaintiff's Unopposed Motion for~~
7 ~~Attorney Fees and Expenses, and finds the amounts requested therein to be reasonable in light of Class~~
8 ~~For the reasons stated in the accompanying Order Re Attorney's Fees, Counsel's efforts and expenses in prosecuting this action and Ninth Circuit precedent. Therefore, the~~
9 Court awards Class Counsel attorneys' fees and expenses in the amount of \$490,000.

10 12. The Court also finds that an incentive award of \$250 for each Class Representative is
11 appropriate for their efforts in bringing and prosecuting this action and for devoting time and effort to
12 keeping himself informed of the litigation.

13
14
15 Dated: 6/2/10



The Honorable Ronald M. Whyte
United States District Judge