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10

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**
13

14 DONNA LOUIE, an individual,
15 VALERIE STRINGER, an individual,
MARK STEELE, an individual, and DAN
16 ROYSE, an individual, JULIE TEAGUE,
an individual, and JERAHMEEL
17 CAPISTRANO, on behalf of themselves,
and on behalf of all persons similarly
18 situated,

19 Plaintiffs,

20 vs.

21 KAISER FOUNDATION HEALTH
22 PLAN, INC., a California Corporation,
and Does 1 to 10,
23

24 Defendants.
25
26

CASE No. **08 CV 0795 IEG RBB**

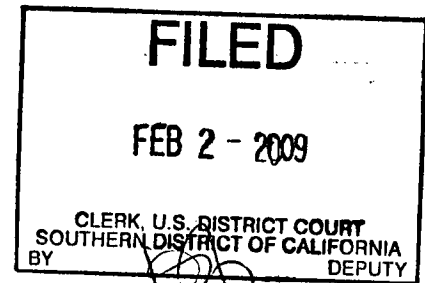
**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH
PREJUDICE**

District Judge: Hon. Irma E. Gonzalez
Courtroom: 1, 4th Flr

Hearing Date: February 2, 2009
Hearing Time: 10:30 a.m.

Action Filed: May 1, 2008

27 This matter having come before the Court for hearing, pursuant to the order of this
28 Court dated October 6, 2008, on the application of the parties for final approval of the



OR

1 settlement set forth in the Settlement Agreement (“Agreement”). Due and adequate notice
2 having been given to the Class as required in said order, and the Court having considered all
3 papers filed and proceedings conducted in this action and otherwise being fully informed
4 and good cause appearing therefor,

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

6 1. This Order incorporates by reference the definitions in the Agreement, and all
7 terms used herein shall have the same meanings as set forth in the Agreement.

8 2. For purposes of the Action, the Court has subject matter and personal
9 jurisdiction over the Parties, including all Settlement Class Members.

10 3. Pursuant to Federal Rules of Civil Procedure, rule 23 and due process, the
11 Court hereby finally approves the settlement set forth in the Agreement and finds that such
12 settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The
13 Court further finds that the Agreement and settlement set forth therein were entered into in
14 good faith following arms length negotiations and is non-collusive.

15 4. The Settlement Class consists of the following:

16 “all persons who, at any time between October 4, 2003 and
17 preliminary approval of the settlement [October 6, 2008],
18 worked for Kaiser Foundation Health Plan, Inc. in California in
19 connection with KP HealthConnect in the positions of Product
20 Specialist, Business Application Coordinator (“BAC”) or Site
21 Support Specialist.”

22 5. Excluded from the settlement are those persons who have submitted valid and
23 timely requests for exclusion. Every person in the Settlement Class who did not opt out is a
24 Settlement Class Member.

25 6. With respect to the Settlement Class Members, the Court finds and concludes
26 that: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class
27 Members in the Action is impracticable; (b) there are questions of law and fact common to
28 the Settlement Class Members that predominate over any individual questions; (c) the claims

1 of Plaintiffs are typical of the claims of the Settlement Class Members; (d) Plaintiffs and
2 Class Counsel have fairly and adequately represented and protected the interests of the
3 Settlement Class Members; and (e) a class action is superior to other available methods for
4 the fair and efficient adjudication of the controversy.

5 7. This action is hereby dismissed with prejudice as to Plaintiffs and all
6 Settlement Class Members. Upon approval of the settlement and entry of this Order,
7 Plaintiff and each Settlement Class Member shall be deemed to have, and by operation of
8 this Order, shall have fully and finally released any and all Released Claims as to the
9 Released Parties.

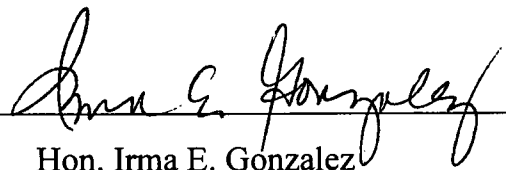
10 9. The Court finds that the Notice provided to the Settlement Class Members
11 were the best notice practicable under the circumstances of these proceedings and of the
12 matters set forth therein, and that the Notice fully satisfies the requirements of the Federal
13 Rules of Civil Procedure, rule 23, due process and any other applicable laws.

14 10. Any order regarding the application for Class Counsel's attorneys' fees and
15 Plaintiffs' incentive fee shall in no way disturb or affect this Order and shall be considered
16 separate from this Order.

17 11. Without affecting the finality of this Judgment and Order in any way, this
18 Court hereby retains continuing jurisdiction over, inter alia: (a) interpretation,
19 implementation and enforcement of the settlement and the payments to be made under the
20 settlement; (b) the hearing and determination of applications for Class Counsel's attorneys'
21 fees and costs and Plaintiffs' incentive award; and (c) the enforcement and administration of
22 the Agreement.

23 **IT IS SO ORDERED.**

24
25 Dated: 2/2/09

26 
27 Hon. Irma E. Gonzalez
28 Judge, U.S. District Court