

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ROCHELLE INGALLS, suing ) Case No.: CV08-04342 VBF (Ex)  
individually and on behalf of all other ) CV08-05330 VBF (EFMx)  
similarly situated persons, ) CV08-07481 VBF (Ex)

v. )  
) CLASS/COLLECTIVE ACTION

HALLMARK RETAIL, INC., a )  
Missouri Corporation, HALLMARK ) **FINAL JUDGMENT APPROVING**  
CARDS, INC., a Missouri Corporation, ) **CLASS ACTION SETTLEMENT**  
and defendant DOES 1 through 200, )

inclusive, ) Date: October 16, 2009  
) Time: 3:00 p.m.  
) Judge: Hon. Valerie Baker  
Fairbank

\_\_\_\_\_  
NIKKI FUZELL, in individual, on )  
behalf of herself, and all others )  
similarly situated, )

v. )  
)

HALLMARK MARKETING )  
CORPORATION, a Delaware )  
corporation with its principal place of )  
business in the State of Missouri, )

\_\_\_\_\_  
BEVERLY WEAVER, individually and )  
on behalf of all current and former )  
employees of HALLMARK, )

1 v. )  
 2 )  
 3 HALLMARK MARKETING )  
 4 CORPORATION, a Corporation )  
 5 conducting business in California; and )  
 6 DOES 1 through 10, inclusive. )  
 )  
 )

---

7  
 8 The parties have submitted their Settlement Agreement and Joint Stipulation  
 9 evidencing their proposed settlement (the “Settlement”), which this Court  
 10 preliminarily approved in its May 18, 2009 Order. In accordance with the  
 11 preliminary approval order, Class Members have been given notice of the terms of  
 12 the Settlement and the opportunity to object to it or to exclude themselves from its  
 13 provisions.

14 Having received and considered the Settlement, the supporting papers filed  
 15 by the parties, the motion for final approval of the settlement of this class action  
 16 and an award of Plaintiffs’ attorneys’ fee and reimbursement of expenses and for  
 17 incentive awards, and considered the argument received by the Court at the final  
 18 approval hearing on October 16, 2009, the Court grants final approval to the  
 19 Settlement, and HEREBY ENTERS FINAL JUDGMENT as follows:

20 1. The Class covered by this Order is defined as: all non-exempt, hourly  
 21 employees, employed by Hallmark Marketing Corporation in the State of  
 22 California between July 1, 2004, and May 21, 2009, including but not limited to  
 23 those in the positions of Retail Merchandisers, Territory Assistants, Installation  
 24 Leaders, Administrative Assistants, and Casual Laborers.

25 2. Pursuant to this Court’s order of May 21, 2009, a Notice of Class  
 26 Action Settlement, Claim Form, and Exclusion Form were sent to each Class  
 27 Member by first-class mail. These papers informed Class Members of the terms of  
 28 the Settlement, their right to object to the Settlement or to elect not to participate in  
 the Settlement and pursue their own remedies, and their right to appear in person or

1 by counsel at the final approval hearing and be heard regarding approval of the  
2 Settlement. Adequate periods of time were provided by each of these procedures.  
3 No Class Members have filed written objections to the Settlement as part of this  
4 notice process or stated his or her intent to appear at the final approval hearing.  
5 Nine persons have opted out of the settlement, whose identities are in the records  
6 of the Administrator. These nine persons are therefore not in the Settlement Class.

7 3. The Court finds and determines that this notice procedure afforded  
8 adequate protections to Class Members and provides the basis for the Court to  
9 make an informed decision regarding approval of the Settlement based on the  
10 responses of Class Members. The Court finds and determines that the notice  
11 provided in this case was the best notice practicable, which satisfied the  
12 requirements of law and due process.

13 4. For the reasons stated in the Court's May 21, 2009 preliminary  
14 approval order, and for the reasons set forth by the parties in the final approval  
15 motion, the Court finds and determines that the Settlement Class meets all of the  
16 legal requirements for class certification, including (i) the Settlement Class is  
17 sufficiently numerous making joinder of all members impracticable; (ii) there are  
18 questions of law and fact common to the class members, which questions  
19 predominate over individual issues, and the class action procedure is superior to  
20 individual lawsuits; (iii) the claims of the representative plaintiffs are typical of  
21 those of the class members; and (iv) the representative plaintiffs have fairly and  
22 adequately represented the Settlement Class. It is further ordered that the  
23 Settlement Class is finally approved and certified as a class for purposes of  
24 settlement of this action.

25 5. The Court further finds and determines that the terms of the  
26 Settlement are fair, reasonable and adequate to the Settlement Class and to each  
27 Class Member. Specifically, the Court finds that the complexity of the issues in  
28 this case support approval of the Settlement, including without limitation issues of

1 fact and law concerning certification, liability, and quantification of damages and  
2 restitutionary relief sought. Therefore, the Court determines that the Class  
3 Members who have not opted out shall be bound by the Settlement, that the  
4 Settlement is ordered finally approved, and that all terms and provisions of the  
5 Settlement should be and hereby are ordered to be consummated.

6 6. The Court finds that the Claims Administrator, Rust Consulting, has  
7 fully complied with the notice requirements of the Class Action Fairness Act, 28  
8 U.S.C. 1715 (b).

9 7. The Court finds and determines that the payments to be made to the  
10 Settlement Class Members as provided for in the Settlement are fair and  
11 reasonable. The Court hereby gives final approval to and orders the payment of  
12 those amounts be made to the Settlement Class Members out of the \$5,625,000  
13 Maximum Settlement Amount in accordance with the terms of the Settlement.

14 8. In accordance with the separate Order entered contemporaneously  
15 herewith granting the application of Class Counsel for an award of attorneys' fees,  
16 costs, and for plaintiffs' incentive awards, the Court hereby grants and approves  
17 the application presented by Plaintiffs' Attorneys for an award of fees in the  
18 amount of \$1,875,000 and costs of \$54,528.85 to be paid out of the Maximum  
19 Settlement Amount in accordance with the terms of the Settlement.

20 9. The Court further grants and approves the application presented by the  
21 Plaintiffs for an award of an enhancement in the amount of \$10,000.00 to the Class  
22 Representatives Rochelle Ingalls, Nikki Fuzell, and Beverly Weaver, and for the  
23 three Conditional Class Certification Declarants, Sandy Ripp, Carol White, and  
24 Vanessa Yanez, in the amounts of \$10,000 each, to be paid out of the Maximum  
25 Settlement Amount in accordance with the terms of the Settlement.

26 10. Upon completion of administration of the Settlement, the Settlement  
27 Administrator will provide written certification of such completion to the Court  
28 and counsel for the parties.

1           11. Pursuant to the Settlement, all Class Members (except for those who  
2 have requested exclusion) are adjudged to have released Defendant and its former  
3 and present parents, subsidiaries, and affiliated corporations and entities, and each  
4 of its respective officers, directors, employees, partners, shareholders and agents,  
5 and any other successors, assigns, or legal representatives, of and from any and all  
6 rights, claims, demands, liabilities, causes of action, liens and judgments arising  
7 out of or in any way related to the matters set forth, or that could have been set  
8 forth, in the Complaint in relation to the alleged claims relating to the release as set  
9 forth in the Settlement.

10           12. All Class Members (except for those who have requested exclusion)  
11 are permanently barred from prosecuting against Defendant, and its former and  
12 present parents, subsidiaries, and affiliated corporations and entities, and each of  
13 its respective officers, directors, employees, partners, shareholders and agents, and  
14 any other successors, assigns, or legal representatives, any individual or class  
15 claims that were released as set forth in the Settlement.

16           13. Pursuant to the Settlement, Plaintiffs Rochelle Ingalls, Beverly  
17 Weaver and Nikki Fuzell, and Declarants Sandy Ripp, Carol White, and Vanessa  
18 Yanez, are conclusively deemed to have released all claims against the Released  
19 Parties as described in the Settlement.

20           14. The parties are hereby ordered to comply with the terms of the  
21 Settlement.

22           15. This action, and the claims alleged in the Complaint filed in the  
23 Action is hereby ordered dismissed with prejudice, each side to bear its own costs  
24 and attorneys' fees except as provided by the Settlement.

25           16. This Court hereby enters final judgment in this case, and dismisses it  
26 with prejudice, in accordance with the terms of the Settlement Agreement and Joint  
27 Stipulation ("Settlement"), Order Granting Preliminary Approval, and this Final  
28 Judgment Granting Approval of Class Action Settlement.

