

1 1. All defined terms contained herein shall have the same meanings as set forth
2 in the Joint Stipulation of Class Settlement and Release executed by the Settling Parties and filed
3 with this Court, including those amendments thereto, (the "Joint Stipulation").

4 2. The Court finds on a preliminary basis that the Settlement memorialized in the
5 Joint Stipulation is within the range of reasonableness and hereby grants preliminary approval of the
6 Settlement.

7 3. The Court conditionally finds that, for the purposes of approving this
8 Settlement only and for no other purpose and with no other effect on the Action, including no effect
9 on the Action should the Joint Stipulation not ultimately be approved or should the Final Effective
10 Date not occur, the proposed California Class meets the requirements for certification under Rule 23
11 of the Federal Rules of Civil Procedure: (a) the proposed California Class is ascertainable and so
12 numerous that joinder of all members of the class is impracticable; (b) there are questions of law or
13 fact common to the proposed California Class; (c) the claims of Plaintiff are typical of the claims of
14 the members of the proposed Class; (d) Plaintiff will fairly and adequately protect the interests of the
15 California Class Members; (e) a class action is superior to other available methods for an efficient
16 adjudication of this controversy; and (f) the counsel of record for the Class Representative is
17 qualified to serve as counsel for the Class Representative in his own capacity as well as his
18 representative capacity and for the California Class.

19 4. The Court conditionally finds that, for the purposes of approving this
20 Settlement only and for no other purpose add with no other effect on the Action, including no effect
21 on the Action should the Joint Stipulation not ultimately be approved or should the Final Effective
22 Date not occur, the proposed FLSA Class meets the requirements for certification as a collective
23 action pursuant to 29 U.S.C. section 216(b) in that Plaintiff is similarly situated to the other members
24 of the FLSA Class.

25 5. The Court hereby appoints Josh Hazel as Class Representative for the
26 California and FLSA Classes and Eric Epstein, APC, the Thierman Law Firm and the United
27 Employees Law Group as Class Counsel.

28 6. The Court hereby appoints Simpluris, Inc. as the Claims Administrator.

1 7. The Settling Parties have also presented to the Court for review a plan to
 2 provide notice to the proposed Classes of the terms of the Settlement and the options facing them
 3 including, *inter alia*: to make a claim under the Settlement, to object to the Settlement or (for the
 4 California Class only) to request exclusion from the Settlement. The notice plan proposed by the
 5 Settling Parties in the Joint Stipulation is the best practical under the circumstances. The Notice of
 6 (1) Proposed California Class Settlement and (2) Final Settlement Approval Hearing (“California
 7 Class Notice”), California Class – Exclusion Form, California Claim Form, Notice of (1) Proposed
 8 FLSA Class Settlement and (2) Final Settlement Approval Hearing (“FLSA Class Notice”), and
 9 FLSA Claim Form attached hereto as Exhibits 1-5, are hereby approved. The Claims Administrator
 10 shall mail Exhibits 1-3 to the California Class Members and Exhibits 4-5 to the FLSA Class
 11 Members pursuant to the applicable provisions in the Joint Stipulation. CGLIC shall provide the
 12 Claims Administrator with the information necessary to conduct this mailing as set forth in the Joint
 13 Stipulation.

14 8. The Court hereby establishes the following deadlines:

15 **August 6, 2009**

16 Deadline for Claims Administrator to
 17 mail California Class Notice,
 18 California Claim Form and Exclusion
 19 Form to California Class Members
 20 and to mail FLSA Class Notice and
 21 FLSA Claim Form to FLSA Class
 22 Members.

23 **September 21, 2009**

24 Deadline for California and FLSA
 25 Class Members to postmark or deliver
 26 objections to the Settlement to the
 27 Claims Administrator.

28 **October 5, 2009**

29 Deadline for FLSA and California
 30 Class Members to postmark or deliver
 31 Claim Forms to the Class
 32 Administrator and Deadline for
 33 California Class Members to postmark
 34 or deliver Exclusion Forms to the
 35 Claims Administrator.

36 **October 16, 2009**

37 Deadline for Class Counsel to file and
 38 serve motion for final approval of
 39 Settlement and motion for attorney’s
 40 fees, costs, and Class Representative
 41 payment.

1 **November 20, 2009 at 9:00 a.m.** Final Approval Hearing

2
3 9. Individual Class Members may be heard at the Final Approval Hearing, either
4 personally or through their counsel, only if they serve on the Claims Administrator, on or before
5 September 21, 2009, a written objection to the Settlement and/or a written notice of their intention to
6 appear at the Final Approval Hearing.

7 10. Class Counsel shall respond to any written objection to the Settlement in their
8 motion for final approval, which motion shall be filed and served on or before October 16, 2009. In
9 addition, at the Final Approval Hearing, Class Counsel shall be prepared to address any objections to
10 the Settlement and to provide other information as appropriate bearing on whether or not the
11 Settlement should be finally approved.

12 11. In the event that the Final Effective Date occurs, all Settlement Class
13 Members will be deemed to have forever released and discharged the Released Claims. In the event
14 that the Final Effective Date does not occur for any reason whatsoever, the Joint Stipulation shall be
15 deemed null and void and shall have no effect whatsoever.

16
17 PURSUANT TO STIPULATION, IT IS SO ORDERED.

18
19 DATED: July 17, 2009


The Honorable Maxime M. Chesney
United States District Judge