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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

EILEEN A. STAATS, on behalf of herself and
all others similarly situated,

Plaintiffs,

v.

CITY OF PALO ALTO; and DOES 1 through
100, inclusive,

Defendant.

Case No. 115-CV-284956
Assigned for all Purposed to Hon. Sunil R.
Kulkarni

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS' FEES,
EXPENSES AND INCENTIVE
AWARD**

Action Filed: August 17, 2015

1 **ORDER OF FINAL APPROVAL AND JUDGMENT**

2 This matter having come before this Court for hearing on September 2, 2021 at 1:30 p.m.
3 in Department 1 of the Superior Court of California, County of Santa Clara, located at 191 North
4 First Street, San Jose, California 95113 on Plaintiff Eileen Staats’ (“Plaintiff”) unopposed Motion
5 for Final Approval of Class Action Settlement, and unopposed Motion for Attorneys’ Fees,
6 Expenses and Plaintiff Incentive Award, it is ORDERED, ADJUDGED AND DECREED:

7 1) For the reasons stated in the Preliminary Approval Order, the Court finds and
8 determines that notice procedures afforded adequate protections to Settlement Class Members,
9 and that the terms of the Settlement are fair reasonable and adequate to the Settlement Class and
10 to each Settlement Class Member, and that the Settlement is ordered finally approved;

11 2) The Court hereby enters FINAL JUDGMENT in this case in accordance with the
12 terms of the Settlement Agreement (attached hereto as Exhibit 1), the Order approving the parties'
13 Stipulation Amending the Notice Plan (attached hereto as Exhibit 2), the Order Granting
14 Preliminary Approval, all of which are incorporated herein. Upon the Effective Date, the Plaintiff
15 and all members of the Settlement Class, except those individuals that have opted out of the
16 settlement, shall have, by operation of this Judgment, fully, finally and forever released,
17 relinquished, and discharged Defendant from all claims as defined by the terms of the Settlement
18 Agreement. Upon the Effective Date, Plaintiff and members of the Settlement Class shall be and
19 are hereby permanently barred and enjoined from instituting or prosecuting any and all claims
20 released under the terms of the Settlement Agreement.

21 3) The motions for final approval, payment of attorneys' fees and expenses, and for an
22 incentive award to the named plaintiff are GRANTED. The Court awards \$425,000 in fees and
23 costs to Class Counsel, and Awards \$10,000 as an incentive award to Plaintiff Eileen Staats.
24 The \$425,000 shall be divided and paid as follows:

- 25 a. \$88,717.42 in costs to the Bankruptcy Trustee on behalf of the Girardi Estate;
- 26 b. \$52,387.00 to KCC;
- 27 c. \$71,526.50 to JND Legal; and
- 28 d. \$6,525.00 to William Fitzsimmons.

1 Further, pursuant to the fee-sharing agreements between Class Counsel, the Settlement
2 Agreement and the support provided for the work done in this case, the remainder of the
3 \$425,000 costs and fee award is to be paid as follows:

- 4 a. 55% to the Bankruptcy Trustee on behalf of the Girardi Estate (\$107,714.244);
- 5 b. 25% to SBEMP (\$48,961.02); and
- 6 c. 20% to Steele Cooper Law (\$39,168.82)

7 4) This Judgment does not apply to those Settlement Class Members who have timely
8 requested exclusion from the Settlement Class and are therefore not bound by this Judgment. A
9 list of excluded Settlement Class Members is attached hereto as Exhibit 3.

10 5) The Parties are hereby ordered to comply with the terms of the Settlement
11 Agreement.

12 6) Pursuant to California Code of Civil Procedure sections 578 and 664.6 and California
13 Rules of Court, rule 3.769(h), the Court, in the interests of justice, there being no just reason for
14 delay, expressly directs the Clerk of the Court to enter this Judgment, and hereby decrees, that
15 upon entry, it be deemed a final judgment with respect to all claims by members of the Settlement
16 Class against the City and the Released Parties, in accordance with the terms of the Settlement
17 Agreement.

18 7) Without affecting the finality of this Judgment, this Court reserves exclusive and
19 continuing jurisdiction over the Settlement and the Settlement Agreement, including the
20 administration and consummation of the Settlement Agreement.

21 8) Pursuant to California Rule of Court 3.771(b), a copy of this Judgment shall be posted
22 on the Settlement website within 5 business days of the service of this Judgment and remain
23 posted there for a period of at least 180 days after the date of final approval.

24 9) A Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds
25 is set for _____, _____, at _____ a.m. A Final Report is to be filed by _____, _____.

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27 IT IS SO ORDERED.

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DATED:

JUDGE OF THE SUPERIOR COURT
HON. SUNIL R. KULKARNI

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of Los Angeles, State of California. My business address is 175 S. El
5 Molino Ave., Suite 9, Pasadena, CA 91101.

6 On August 11, 2021, I served true copies of the following document(s) described as
7 **[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT OF CLASS**
8 **ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES, EXPENSES AND**
9 **INCENTIVE AWARD** on the interested parties in this action as follows:

10 Benjamin P. Fay
11 Gabriel McWhirter
12 JARVIS, FAY, DOPORTO & GIBSON, LLP
13 492 Ninth Street, Suite 310
14 Oakland, CA 94607
15 Telephone: (510) 238-1400
16 Facsimile: (510) 238-1404
17 bfay@jarvisfay.com

18 Attorneys for Defendant CITY OF PALO ALTO

19 **XX BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
20 document(s) to be sent from e-mail address alex@steelecooperlaw.com to the persons at the e-
21 mail addresses listed in the Service List. I did not receive, within a reasonable time after the
22 transmission, any electronic message or other indication that the transmission was unsuccessful.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed on August 11, 2021, at Pasadena, California.

26 

27 _____
28 Alexandra T. Steele