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12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15 PAUL LOZANO, on behalf of himself
and all others similarly situated,

16 Plaintiff,

17 v.

18 AT&T WIRELESS SERVICES, INC.,
et al.,

19 Defendants.

CASE NO. CV 02-0090-CAS (AJWx)

CLASS ACTION

**AMENDED ORDER GRANTING
FINAL APPROVAL TO THE
LOZANO SETTLEMENT AND
ENTERING FINAL JUDGMENT
PURSUANT TO FED.R.CIV.P.
23(c)(3)(B)**

Hearing Date: November 15, 2010
Time: Noon
Courtroom: 5

Hon. Christina A. Snyder, presiding

Case No. CV 02-0090

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO THE *LOZANO* SETTLEMENT
AND ENTERING FINAL JUDGMENT PURSUANT TO FED.R.CIV.P. 23(c)(3)(B)

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1 On May 17, 2010, this Court granted preliminary approval to the Settlement
2 Agreement in *Lozano v. AT&T Wireless Services, Inc., et al.*, Case No. CV 02-0090
3 CAS (AJWx) (“*Lozano*”) (Dkt. No. 301) (“Preliminary Approval Order”). The
4 Court approved a unified notice and claims administration program for the
5 Settlements of certain Consolidated Cases.¹ The Court directed the Parties to
6 provide Notice of the Settlements of the Consolidated Cases beginning no later than
7 July 1, 2010 and concluding no later than August 15, 2010. The Court further
8 directed that any objections to the *Lozano* Settlement be filed no later than
9 September 29, 2010.

10 On October 15, 2010, Plaintiffs filed their Motion for Final Approval of the
11 Settlements of the Consolidated Cases and supporting briefing and declarations.
12 (Dkt. No. 315.) Also on October 15, 2010, Defendants joined in Plaintiffs’ Motion
13 for Final Approval and filed supporting briefing and declarations addressing the
14 provision of notice, among other things. (Dkt. Nos. 316-323.)

15 After considering the Motion for Final Approval, including the supporting
16 papers filed by Plaintiffs and Defendants, the *Lozano* Settlement Agreement and
17 Release (the “*Lozano* Settlement Agreement”),² the objections submitted to the
18 *Lozano* Settlement, the arguments of all counsel who wished to be heard and any
19 class members who wished to be heard, and all other materials that the Court
20 determined to be relevant to this matter, and good cause appearing, the Court
21 **FINDS and ORDERS** as follows:

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24 ¹ The Consolidated Cases are *Stern, et al. v. AT&T Mobility Corporation f/k/a*
25 *Cingular Wireless Corporation, et al.*, Case No. CV 05-8842 CAS (CTx) (“*Stern*
26 *I*”), *Lozano*, and *Stern v. New Cingular Wireless Services, Inc., et al.*, Case No.
SACV 09-1112-CAS (AGRx) (“*Stern II*”). These cases are consolidated for
settlement purposes only.

27 ² To the extent not otherwise defined herein, all capitalized terms shall have the
meanings attributed to them in the *Lozano* Settlement Agreement.

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Findings of Fact and Law

1. The Court finds that it has jurisdiction over the subject matter of this action, over all claims raised therein and over all Parties thereto, including all members of the *Lozano* Settlement Class, and the individuals who filed objections to the *Lozano* Settlement, Kwaku Kushindana, James Coffin, and Sally Coffin, with respect to their objections.

Settlement Class Certification

2. The “*Lozano* Settlement Class” is defined as:

All persons who are residents of the State of California, who initiated cellular telephone service with AT&T Wireless Services, Inc. and any entity that, prior to October 26, 2004, was affiliated with AT&T Wireless Services, Inc. (“AWS”) under a “One Rate-type” plan on or after March 1, 1999, and who, at any time during the Class Period were charged by AWS for cellular telephone calls during a billing period other than the billing period in which the calls were made.

3. The Class Period is from March 1, 1999 through the Effective Date of the *Lozano* Settlement Agreement (the “*Lozano* Class Period”). The Effective Date is the first date when all of the following events shall have occurred: (a) the entry of the Final Approval Order by the Court, following the completion of the Class Notice Program and the Fairness Hearing; and (b) the statutory deadline for filing an appeal has expired, or if an appeal is taken, the date when the appeal has been decided or resolved in such a way as to leave the Final Approval Order in effect and the time for any further appeal or review has expired.

4. Excluded from the *Lozano* Settlement Class are:

- a. Current and former employees, officers, directors, agents, or legal representatives of AWS or AT&T Mobility (“ATTM”) and their affiliated entities;

- 1 b. Government agencies;
- 2 c. Persons who were subscribers to any pre-paid rate plan;
- 3 d. Persons with a Corporate B2B account; and
- 4 e. Persons who have an outstanding balance due on their AT&T
- 5 Wireless account that was terminated during the Class Period, of
- 6 eight dollars (\$8.00) or more (determined as of the date Notice is
- 7 sent to the Settlement Class); and
- 8 f. Any person who timely submitted a Request for Exclusion to the
- 9 Settlement Administrator, the Garden City Group (“GCG”), in
- 10 accordance with the Notice provided pursuant to the Preliminary
- 11 Approval Order.

12 Exclusions from the Lozano Settlement Class

13 5. The Court finds that 67 individuals timely and properly requested

14 exclusion from the Settlements of the Consolidated Cases. Declaration of Jennifer

15 Keough (“Keough Dec.”) ¶ 14 (Dkt. No. 320). Each of these 67 individuals is

16 excluded from the *Lozano* Settlement Class.³ All members of the *Lozano*

17 Settlement Class, aside from these 67 individuals, will be bound by this Final

18 Approval Order and Judgment.⁴

19 Notice Plan

20 6. The papers supporting the Final Approval Motion, including, but not

21 limited to, the Declarations of Steven P. Rice, Jeanne C. Finegan, Christopher

22 Huffstutler, John T. Throckmorton, Pamela Arnold, Jessica Adams, and Jennifer

23 _____

24 ³ Kwaku Kushindana requested exclusion but also filed an objection. The Court

25 finds that Mr. Kushindana has excluded himself from the *Lozano* Settlement Class

26 and therefore cannot object to the *Lozano* Settlement. However, the Court has

27 nevertheless considered his objection below.

28 ⁴ The 67 class members determined by the Settlement Administrator to have timely

 and properly requested exclusion from the *Lozano* Settlement Class are identified in

 the list attached hereto as Exhibit “1”.

1 Keough filed on October 15, 2010, describe the Parties' provision of Notice of the
2 Settlements of the Consolidated Cases. (Dkt. Nos. 329-333.) Notice was directed to
3 all members of the *Lozano* Settlement Class defined in paragraph 2, above. No
4 objections to the method or contents of the Notice have been received. Based on the
5 above mentioned declarations, *inter alia*, the Court finds that the Parties have fully
6 and adequately effectuated the Notice Plan, as required by the Preliminary Approval
7 Order, and, in fact, have achieved better results than anticipated or required by the
8 Preliminary Approval Order.

9 7. Based on the above mentioned declarations, *inter alia*, the Court further
10 finds that the Notice provided:

- 11 a. constitutes the best notice practicable under the circumstances;
12 b. constitutes notice that was concise, clear, written in plain, easily
13 understood language, and was reasonably calculated, under the circumstances, to
14 apprise the *Lozano* Settlement Class members of the pendency of the action, the
15 claims, issues, and defenses of the *Lozano* Settlement Class, the definition of the
16 *Lozano* Settlement Class as certified, their right to exclude themselves from, or
17 object to, the proposed settlement, their right to appear at the Fairness Hearing,
18 through counsel, if desired, and the binding effect of a judgment on *Lozano*
19 Settlement Class members;
20 c. constitutes due, adequate, and sufficient notice to the all members of
21 the *Lozano* Settlement Class; and
22 d. meets all applicable requirements of the Federal Rules of Civil
23 Procedure, the United States Code, and the United States Constitution (including the
24 Due Process clause), and fully complies with any other applicable law.

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1 Benefits, Attorneys' Fees and Expenses, and Incentive Payments

2 8. As stated in the Preliminary Approval Order, *Lozano* Settlement Class
3 members who did not submit a Request for Exclusion may submit claims to GCG
4 through February 13, 2011 ("Claim Deadline").

5 9. The *Lozano* Settlement benefits include the following:

6 a. ATTM will provide either: (i) a check in the amount of \$8, or (ii) a 250
7 minute Phone Card for use in making domestic long distance calls,⁵ (collectively the
8 "Member Benefit") for each line of service for which a benefit is requested to each
9 *Lozano* Settlement Class member who submits a Claim Form⁶ on or before the
10 Claim Deadline and that is approved by GCG as provided herein ("Approved
11 Claim");

12 b. Within 30 days after the entry of this Order, ATTM will notify its
13 company-owned retail stores in the United States and its customer care
14 representatives (in call centers handling consumer calls and inquiries) of the terms
15 of the *Lozano* Settlement Agreement and instruct them to respond to customer
16 inquiries accordingly until the deadline for submitting a claim under the Settlement
17 has passed; and

18 c. Within 30 days after the Effective Date of the *Lozano* Settlement
19 Agreement, ATTM will provide the modified disclosure of the practice of out-of-
20 cycle billing⁷ to all of its One Rate Type plan customers.

21 10. As stated in the *Lozano* Settlement Agreement and the Preliminary
22 Approval Order, to be eligible for the Member Benefit, a member of the *Lozano*

23 _____
24 ⁵ The claimants must select either the \$8 check or the 250 minute Phone Card when
submitting their Claim Forms.

25 ⁶ "Claim Form" means the form used by a Class Member to submit a claim, which
was approved by the Court in the Preliminary Approval Order.

26 ⁷ The Court approved the form of the modified disclosure in the Preliminary
27 Approval Order. See Supplemental Declaration of Steven P. Rice ¶ 15, dated May
11, 2010 (*Stern I* Dkt. No. 287).

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1 Settlement Class must, by the Claim Deadline, submit a Claim Form to GCG in
2 which he or she provides the information required by the Claim Form, including but
3 not limited to a declaration, under penalty of perjury, that when he or she signed up
4 for a One Rate-type plan with AWS, he or she did not understand that calls made
5 during one billing cycle may be charged as if made in another billing cycle.

6 11. GCG shall be responsible for determining whether a claimant has
7 submitted a Claim Form that is an Approved Claim. Defendants may challenge a
8 submitted Claim Form seeking the Member Benefit only on the grounds that the
9 claimant was never enrolled under a One Rate Type calling plan.

10 12. ATTM shall issue the settlement benefits, with the assistance of GCG,
11 as soon as practical after the Effective Date.

12 13. Plaintiffs and their counsel have moved this Court for an Order
13 awarding attorneys' fees, expenses, and incentive awards, by motion filed
14 September 15, 2010. The Court has awarded attorneys' fees, expenses, and
15 incentive awards in a separate order, dated November 22, 2010 ("Fee Order").

16 14. As stated in the *Lozano* Settlement Agreement, within five (5) business
17 days of the entry of this Order, ATTM shall deposit the amount of the attorneys'
18 fees and expenses awarded to Class Counsel and the incentive award to the
19 Representative Plaintiff, in the amounts provided in the Fee Order, in an interest
20 bearing account controlled by ATTM for the benefit of Class Counsel and the
21 Representative Plaintiff at one or more financial institutions selected by Class
22 Counsel and approved by ATTM. Within three (3) business days after the Effective
23 Date, ATTM shall execute such documents as are necessary to release the attorneys'
24 fees and expenses and any incentive award so deposited, together with any and all
25 interest accrued, net of any expenses charged by the financial institution, to Class
26 Counsel, who then shall be responsible to promptly pay Representative Plaintiff his
27 approved incentive payment, with his pro rata share of any interest earned.

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1 15. The Parties agreed in the *Lozano* Settlement Agreement not to file or
2 cooperate in the filing of any appeals relating to the award of Class Counsel’s
3 attorneys’ fees or expenses so long as any such award does not exceed the maximum
4 amount of such award set forth in the *Lozano* Settlement Agreement. The Court
5 finds this agreement to be fair and reasonable and to constitute a valid and
6 enforceable waiver of the right to appeal as stated herein.

7 Approval of the Lozano Settlement

8 16. In determining whether to approve the *Lozano* Settlement Agreement,
9 the Court has considered the “the strength of plaintiffs’ case; the risk, expense,
10 complexity, and likely duration of further litigation; the risk of maintaining class
11 action status throughout the trial; the amount offered in settlement; the extent of
12 discovery completed, and the stage of the proceeding; the experience and views of
13 counsel; the presence of a governmental participant; and the reaction of the class
14 members to the proposed settlement.” *Class Plaintiffs v. City of Seattle*, 955 F.2d
15 1268, 1291 (9th Cir. 1992). *See also In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d
16 454, 459 (9th Cir. 2000). After consideration of each of these factors as applicable,
17 the Court finds that the *Lozano* Settlement is fair, reasonable and adequate and is in
18 the best interests of the *Lozano* Settlement Class.

19 17. The Court makes these findings for the reasons articulated in Plaintiffs’
20 and Defendants’ briefing supporting the Motions for Preliminary Approval and
21 Final Approval of the *Lozano* Settlement and for the reasons identified by the parties
22 and the Court at the Final Approval Hearing on November 15, 2010. Specifically,
23 the Court finds as follows:

24 a. Plaintiffs in *Lozano* face significant litigation risk and expense and the
25 possibility of little or no recovery if the case were to proceed to trial. In contrast,
26 this Settlement provides at least 50 percent of the estimated amount of each class
27 member’s damages. *See Curtis Dec.* ¶¶ 17 (*Stern I* Dkt. No. 269-2). The Court
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1 finds that this monetary benefit is fair and reasonable. *See In re Mego Fin. Corp.*
2 *Sec. Litig.*, 213 F.3d at 459 (approving settlement providing approximately 16% of
3 plaintiffs' potential recovery).

4 b. The claims of the *Lozano* Settlement Class members have been
5 extensively litigated for over eight years, and the case has involved numerous
6 contested motions, including two motions to compel arbitration (and two appeals
7 thereof), AWS' motion for summary judgment, and two rounds of motions for class
8 certification (and two appeals thereof). The Parties have engaged in extensive
9 discovery, allowing counsel to make informed decisions about settlement. Class
10 Counsel in *Lozano* are experienced in class actions and knowledgeable about the
11 claims. Accordingly, the Court finds that Class Counsel's view of the settlement as
12 fair, reasonable and adequate warrants great weight. *See In re Wash. Public Power*
13 *Supply Sys. Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz. 1989).

14 c. The neutral mediator, the Honorable Howard B. Wiener, Justice of the
15 California Court of Appeal, Ret., has opined that the terms of the *Lozano* Settlement
16 are fair and reasonable to the *Lozano* Settlement Class members. The Court finds
17 that the *Lozano* Settlement Agreement was entered into at arms length by
18 experienced counsel and only after extensive arms-length negotiations. *See, e.g.*,
19 Declaration of Hon. Howard Wiener ¶ 21, filed April 21, 2010 (*Stern I* Dkt. No.
20 274); Declaration of J. Paul Gignac ¶ 8, filed April 14, 2010 (*Stern I* Dkt. No. 269-
21 5); Declaration of Steven P. Rice ¶¶ 6-8, filed April 21, 2010 (*Stern I* Dkt. No. 276).

22 d. Just 67 individuals have opted out of the Settlements of the
23 Consolidated Cases, and no class member has filed an objection to the *Lozano*
24 Settlement. The Court finds that the reaction of the *Lozano* Settlement Class
25 members to the *Lozano* Settlement weighs in favor of approving the settlement.

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1 Objections to the Lozano Settlement

2 18. The Court has received objections to the *Lozano* Settlement from nine
3 individuals. Six of these individuals, Robert Lynch, Karin Lynch, Marc Gambello,
4 Barbara Cochran, Gene Hopkins, and Clark Richard Brown, have withdrawn their
5 objections and the Court granted the withdrawal of those objections. (Transcript of
6 October 15, 2010 hearing; Dkt. No. 336). The Court finds that objectors Kwaku
7 Kushindana, James Coffin, and Sally Coffin are not members of the *Lozano*
8 Settlement Class and, thus, lack standing to object to the *Lozano* Settlement. In the
9 alternative, the Court overrules the objections to the *Lozano* Settlement filed by Mr.
10 Kushindana.

11 a. Kwaku Kushindana: Mr. Kushindana timely filed a Request for
12 Exclusion from the *Lozano* Settlement Class and, consequently, is not a member of
13 the *Lozano* Settlement Class. Keough Dec. ¶ 14 (Dkt. No. 332). The Court finds
14 that Mr. Kushindana lacks standing to object to the *Lozano* Settlement pursuant to
15 Federal Rule of Civil Procedure 23(e)(5). In the alternative, the Court overrules Mr.
16 Kushindana's objection on the merits, finding that the negotiation process was
17 conducted at arm's-length and that the terms of the *Lozano* Settlement are
18 fundamentally fair, adequate, and reasonable for the reasons set forth above.

19 b. Sally Coffin: The Court finds that Ms. Coffin is not a member of the
20 *Lozano* Settlement Class because she was not an AWS subscriber during the *Lozano*
21 Class Period. See Declaration of Caroline B. Mahone-Gonzalez ("Gonzalez Dec.")
22 ¶ 4, filed October 15, 2010 (Dkt. No. 329). Consequently, the Court finds that Ms.
23 Coffin lacks standing to object to the *Lozano* Settlement pursuant to Federal Rule of
24 Civil Procedure 23(e)(5).

25 c. James Coffin: The Court finds that Mr. Coffin is not a member of the
26 *Lozano* Settlement Class because he was not a resident of California during the
27 *Lozano* Class Period. See Gonzalez Dec. ¶ 3, filed October 15, 2010 (Dkt. No. 329).

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1 Consequently, the Court finds that Mr. Coffin lacks standing to object to the *Lozano*
2 Settlement pursuant to Federal Rule of Civil Procedure 23(e)(5).

3 ORDER

4 Based on the findings set forth above, the Court makes the following Orders:

5 A. The Court holds that objectors Kwaku Kushindana, James Coffin, and
6 Sally Coffin are not members of the *Lozano* Settlement Class and, thus, lack
7 standing to object to the *Lozano* Settlement. In the alternative, the Court overrules
8 the objections to the *Lozano* Settlement filed by Mr. Kushindana.

9 B. The Court grants Plaintiffs' Motion for Final Approval of the *Lozano*
10 Settlement. The Court further orders as follows:

- 11 1) The terms of the *Lozano* Settlement Agreement and this Final
- 12 Approval Order and Judgment are binding on all of the Releasing
- 13 Parties.⁸
- 14 2) The Court deems the *Lozano* Settlement Agreement and every term
- 15 and provision thereof incorporated herein as if explicitly set forth
- 16 and with the full force of an order of this Court. The Parties shall
- 17 effectuate the *Lozano* Settlement in accordance with the terms of the
- 18 *Lozano* Settlement Agreement and this Order. In the event of a
- 19 conflict between the terms of the *Lozano* Settlement Agreement and
- 20 this Order, the terms of this Order shall take precedence.
- 21 3) The Court orders that, to the extent necessary in connection with
- 22 this Class Action Settlement, including the provision of notice,
- 23 administration of claims, or payment of benefits under the *Lozano*

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25 ⁸ "Releasing Parties" are "all Class Members who do not exclude themselves from
26 the Settlement Class" and "their respective current and former officers, directors,
27 employees, attorneys, heirs, executors, administrators, agents, legal representatives
28 professional corporations, partnerships, assigns and successors, but only to the
extent such claims are derived by contract or operation of law from the claims of
Lozano Class Members." *Lozano* Settlement Agreement ¶ 48.

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Settlement Agreement, Defendant may provide GCG with documents, records, and electronic files relating to Class Members' accounts, notwithstanding any protection from disclosure which might otherwise apply to such documents, records, or electronic files under California Public Utilities Code § 2891, any other federal, state, and territorial laws of similar effect, and any related tariff provisions.

- 4) Upon the Effective Date, the Released Parties⁹ shall be released and forever discharged by the Releasing Parties from the Released Claims.¹⁰
- 5) The Releasing Parties are permanently barred and enjoined from:

- a. filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration,

⁹ "Released Parties" is defined as "ATTM, AWS, AT&T Wireless Services of California, LLC, and Santa Barbara Cellular Systems, Ltd. and each of their present and former parents, subsidiaries, divisions and affiliates and each of their respective current or former officers, directors, employees, agents, insurers and attorneys, and the predecessors, heirs, executors, administrators, legal representatives, successors and assigns of each of the foregoing." *Lozano Settlement Agreement* ¶ 48.

¹⁰ "Released Claims" is defined as "all causes of action, judgments, liens, indebtedness, costs, damages, obligations, attorneys' fees, losses, claims, liabilities and demands of whatever kind, source or character whether arising under any federal or state law, which includes, but is not limited to, the Federal Communications Act, 47 U.S.C. § 201 *et seq.*, the California Unfair Competition Law, Business and Professions Code § 17200, *et seq.*, the California Consumer Legal Remedies Act, Civil Code §§ 1750, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, and antitrust, consumer and other statutory and common law claims, whether alleging or based on intentional or non-intentional conduct, arising on or before the Effective Date, which are, were or could have been asserted against any of the Released Parties by reason of, arising out of, or in any way related to any of the facts, acts, events, transactions, occurrences, courses of conduct, business practices, representations, omissions, circumstances or other matters raised by the *Lozano Action* or addressed in the *Lozano Settlement Agreement*, whether any such claim was or could have been asserted by any Releasing Party on its own behalf or on behalf of other persons. The Released Claims include, without limitation, all Claims relating to any charges by AWS for cellular telephone calls during a billing period other than the billing period in which the calls were made. *Lozano Settlement Agreement* ¶¶ 16, 48.

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administrative or regulatory proceeding or order in any jurisdiction based on any causes of action, claims, judgments, liens, indebtedness, costs, damages, obligations, attorneys' fees, losses, liabilities, and demands of whatever kind, source or character, whether arising under state or federal law, whether intentional or non-intentional, that are, were, or could have been asserted against any Released Party regarding the Released Claims; and

b. filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on an allegation that any action of any of the Released Parties, that is in compliance with the *Lozano* Settlement Agreement, violates any legal right of any Releasing Party regarding the Released Claims.

6) The Court orders that the terms of the *Lozano* Settlement Agreement and this Final Approval Order and Judgment shall have maximum *res judicata*, collateral estoppel and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest, or expenses that are based on or in any way related to the Released Claims.

7) The Court orders that this Final Approval Order and Judgment, the *Lozano* Settlement Agreement, the Settlement which it reflects, and any and all acts, statements, documents, or proceedings relating to the *Lozano* Settlement are not, and shall not be

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1 construed as, or used as an admission by or against Defendants or
2 the Released Parties of any fault, wrongdoing, or liability on their
3 part, or of the validity or certifiability for litigation of any Released
4 Claim or the existence or amount of any damages.

5 D. The Court orders the Parties and their counsel to implement and
6 consummate the *Lozano* Settlement Agreement according to its terms and
7 provisions, including the payment of benefits and attorneys' fees following the
8 procedures described in the *Lozano* Settlement Agreement and described above.

9 E. The Court hereby dismisses this lawsuit on the merits and with
10 prejudice and enters Final Judgment.

11 F. Without affecting the finality of the Final Approval Order and
12 Judgment, the Court shall retain exclusive and continuing jurisdiction to enforce the
13 terms of the *Lozano* Settlement Agreement, and all Parties and the *Lozano*
14 Settlement Class members submit to the exclusive jurisdiction of the Court with
15 respect to the enforcement of the *Lozano* Settlement Agreement.

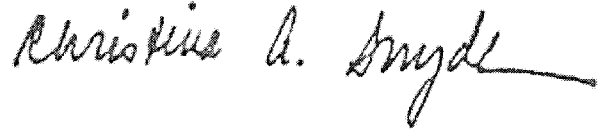
16 G. In the event that the *Lozano* Settlement does not become effective
17 according to the terms of the *Lozano* Settlement Agreement, this Final Approval
18 Order and Judgment shall be rendered null and void as provided by the *Lozano*
19 Settlement Agreement, shall be vacated, and all orders entered and releases

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1 delivered in connection herewith shall be null and void to the extent provided by and
2 in accordance with the *Lozano* Settlement Agreement.

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4 IT IS SO ORDERED:

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6 DATED: November 22, 2010



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9 Christina A. Snyder
United States District Judge

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