

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

FILED / ENDORSED  
JAN 17 2020  
By D. Taylor, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO

ROBERT J. KRAMER, on behalf of  
himself and all others similarly situated,  
  
Plaintiffs,  
  
v.  
  
LUMBER LIQUIDATORS, INC., a  
Delaware Corporation; and DOES 1  
through 100, inclusive,  
  
Defendants.

Case No. 34-2017-00222434-CU-OE-GDS

**[PROPOSED] FINAL ORDER AND  
JUDGMENT GRANTING PLAINTIFF'S  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Complaint Filed: November 17, 2017

[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT

1 The Parties reached a settlement subject to Court approval as represented in the Class Action  
2 Settlement Agreement (the "Settlement Agreement") that was filed previously with this Court. On  
3 1/17/20, this Court conducted a Final Approval Hearing pursuant to this Court's previous Order  
4 Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Preliminary  
5 Approval Order") entered herein on 9/19/19. Due and adequate notice having been given to the  
6 Class as required in said Preliminary Approval Order, and the Court having considered all papers filed  
7 and proceedings had herein and otherwise being fully informed in the matter, and good cause  
8 appearing therefore:

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

10 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
11 incorporated herein by reference, this Court finds that the applicable requirements of the California  
12 Code of Civil Procedure, including Section 382, have been satisfied with respect to the Class and the  
13 proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class,  
14 as set forth in the Preliminary Approval Order.

15 2. This Order and Judgment Granting Final Approval of Class Action Settlement hereby  
16 adopts and incorporates by reference the terms and conditions of the parties' Settlement, together with  
17 the definitions of terms used and contained therein.

18 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and  
19 over all parties to the Class Action, including all Class Members.

20 4. The Notice of Settlement ("Class Notice") given to the Class Members fully and  
21 accurately informed the Putative Class Members of all material elements of the proposed Settlement  
22 and of their opportunity to object to or comment thereon; was the best notice practicable under the  
23 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the  
24 laws of the State of California, the United States Constitution, due process, and other applicable law.  
25 The Class Notice fairly and adequately described the Settlement and provided Class Members  
26 adequate instructions and a variety of means to obtain additional information. A full opportunity has  
27 been afforded to the Class Members to participate in the Final Approval hearing, and all Class

28 2.

1 Members and other persons wishing to be heard have been heard. Accordingly, the Court determines  
2 that all Class Members who did not timely and properly execute a Request for Exclusion are bound  
3 by this Order and Judgment.

4 5. The Court has considered all relevant factors for determining the fairness of the  
5 Settlement and has concluded that all such factors weigh in favor of granting Final Approval. In  
6 particular, the Court finds that the Settlement was reached following meaningful discovery and  
7 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
8 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement  
9 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the  
10 evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense,  
11 and complexity of the claims presented; the likely duration of further litigation; the amount offered in  
12 Settlement; the extent of investigation and discovery completed; and the experience and views of Class  
13 Counsel. Accordingly, the Court hereby approves the Settlement as set forth in the Settlement  
14 Agreement and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and  
15 in the best interests of the Class and hereby directs implementation of all remaining terms, conditions,  
16 and provisions of the Settlement.

17 6. The Court hereby approves attorney's fees to Class Counsel in the amount of  
18 \$1,533,333<sup>33</sup> and costs in the amount of \$16,784<sup>32</sup>.  
19 as compensation for all attorney time spent on this matter from inception through and including the  
20 Final Approval Hearing and all other work related to this case and all costs, as these requests are fair  
21 and reasonable. Costs to the Settlement Administrator in the amount of \$15,000 are hereby approved  
22 as fair and reasonable. No other costs or fees relief shall be awarded, either against Defendant or any  
23 other of the Released Parties, as defined in the Settlement Agreement.

24 7. The Court hereby approves a Service Award to Plaintiff Robert J. Kramer ("Plaintiff")  
25 in the amount of \$10,000<sup>22</sup>. Plaintiff's Service Award is approved as a  
26 service award to the class representative and in consideration and exchange for Plaintiff's Complete  
27 and General Release of all claims as explained in the Stipulation. Based on his contribution to the

28 3.

1 Class, risks incurred, stigma, change of policies, execution of a general release and all other factors  
2 presented to the Court, the Court finds this request fair and reasonable.

3 8. The Court hereby approves a PAGA Award of Eighty Thousand Dollars and No Cents  
4 (\$80,000.00), of which Sixty Thousand Dollars and No Cents (\$60,000.00) is payable to the Labor  
5 Workforce Development Agency (“LWDA”), as this request is fair and reasonable.

6 9. Entry of this Final Judgment shall constitute a full and complete bar against the Class  
7 as to all Released Claims, and shall constitute res judicata and collateral estoppel with respect to the  
8 Released Claims, except to those who properly opted out of the Settlement pursuant to the terms of  
9 the Settlement Agreement.

10 10. The Court further confirms and finds that nothing contained in the Settlement  
11 Agreement, the Preliminary Approval Order, this Final Order and Judgment, or any other Order  
12 entered in this action shall in any way or manner constitute an admission or determination of liability  
13 by or against Defendant, or any other Released Parties with respect to any of the claims and causes of  
14 action asserted by the Class or any member thereof, and shall not be offered in evidence in any action  
15 or proceeding against Defendant, or any other Released Parties in any court, administrative agency, or  
16 other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions  
17 of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise  
18 affect the obligation, responsibilities, or duties of Defendant under the Settlement Agreement and this  
19 Final Order and Judgment.

20 11. By operation of the entry of this Final Order and Judgment, as of the Effective Date,  
21 the Parties and Class Members, except those who excluded themselves from the Settlement, are  
22 ordered to perform their respective duties and obligations under the Settlement Agreement.

23 12. If the Settlement does not become final and effective in accord with the terms of the  
24 Settlement Agreement, then this Final Order and Judgment shall be rendered null and void and shall  
25 be vacated and, in such event, all orders entered, including but not limited to all releases delivered in  
26 connection herewith, shall be null and void.

27 13. Pursuant to Rule 3.769(h), the Court will retain jurisdiction over the parties to interpret

28 4.

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

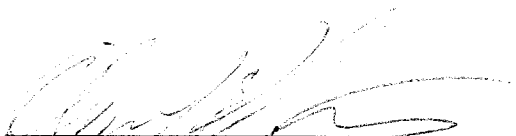
and enforce the terms of this Judgment.

**JUDGMENT**

In accordance with, and for the reasons stated in, the Final Approval Order, judgment shall be entered whereby Plaintiff and all Class Members, except those who excluded themselves from the Settlement, shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement, which was previously filed, as part of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement.

**IT IS SO ORDERED.**

Dated: January 17 2019

  
\_\_\_\_\_  
Judge of the Superior Court



Alan G. Perkins