

FEB 06 2015

CLERK OF THE COURT

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7 on behalf of himself and all others similarly
8 situated*

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

13 JEFFREY H. ALLEN, on behalf of himself and
14 all others similarly situated,

14 Plaintiff,

15 vs.

16 UTILIQUEST, LLC, and DOES 1 through 100,
17 INCLUSIVE,

18 Defendant(s).

No. CGC-12-525644

Unlimited Civil Case

The Amount Demanded Exceeds \$25,000

(PROPOSED) ORDER:

- (a) GRANTING FINAL APPROVAL OF CLASS SETTLEMENT;
- (b) APPROVING REQUEST FOR CLAIMS ADMINISTRATOR FEE;
- (c) APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,
- (d) APPROVING REQUEST FOR INCENTIVE PAYMENT TO CLASS REPRESENTATIVE JEFFREY ALLEN

Date: February 6, 2015

Time: 9:30 a.m.

Dept: 302

Reservation No: Per Court Order

1 On February 6, 2015, a hearing was held on the application of Plaintiff and Class
2 Representative Jeffrey Allen ("Plaintiff") for an order granting final approval of the class action
3 settlement in this action, approving the request for the claims administrator's fee, approving the
4 request for attorneys' fees and costs, and approving the request for incentive payment to class
5 representative Jeffrey Allen. Robin G. Workman, Esq. of Workman Law Firm, PC appeared on
6 behalf of Plaintiff Jeffrey Allen and Eric S. Beane of DLA Piper, LLP (US) appeared on behalf of
7 Defendant.

8 All capitalized terms used herein have the same meaning as defined in the Settlement. The
9 Court having read and considered the papers on the motion, the arguments of counsel, and the law,
10 and good cause appearing therefore,

11 1. The Court grants judicial notice of documents as requested by Plaintiff.

12 2. The Court grants final approval of the terms of settlement and agreed on procedures
13 as set forth in the Stipulation of Settlement and Release ("Settlement") executed by the Parties.
14 The Court finds that the manner and form of notice as set forth in the Settlement was provided to
15 Class Members as ordered by the Court on November 12, 2014. The Court finds the manner and
16 form of notice as set forth in the Settlement and approved and ordered by the Court, and described
17 in the declaration of the Settlement Administrator, was the best practicable notice under the
18 circumstances, satisfying the requirements of due process and all other laws. The Court further
19 finds that the notice, as approved and ordered by the Court, gave notice to Class Members of the
20 fact of Settlement and the right to receive settlement benefits, to be excluded from the Settlement,
21 and raise objections to the Settlement.

22 3. The Court finds the proposed Settlement was reached following meaningful
23 discovery and investigation conducted by Class Counsel, the proposed Settlement is a result of
24 adversarial, arms' length negotiation between the parties, and the terms of the Settlement in all
25 respects are fair, adequate, and reasonable. In so finding, the Court considered evidence presented
26 regarding the strength of the Plaintiff's claims, the risk, expense and complexity of the claims
27 presented, the likely duration of further litigation, the amount offered in settlement, the extent of
28 investigation and discovery completed, and the experience and views of Class Counsel. The Court

1 further considered the absence of any objections to and only one request for exclusion from the
2 proposed Settlement by class members.

3 4. The Court certifies the Settlement Class, defined as follows, for settlement
4 purposes only: all individuals employed in California by UtiliQuest as a Locator from October 31,
5 2008 to May 31, 2014. In certifying the Settlement Class of all individuals employed by
6 UtiliQuest as a Locator from October 31, 2008 to May 31, 2014, for settlement purposes only, the
7 Court finds that: (1) the Settlement Class is ascertainable and so numerous that joinder of all
8 members is impracticable; (2) there are questions of law and fact common to the Settlement Class,
9 and that such questions predominate over questions affecting only individual class members; (3)
10 the claims advanced by Plaintiff are typical of the Settlement Class in that they have no interests in
11 conflict with or antagonistic to those of the Settlement Class, and they have retained adequate
12 counsel; and, (4) a class action is superior to other available methods for resolving this
13 controversy.

14 5. The Court appoints Workman Law Firm, PC, as Class Counsel.

15 6. The Court awards Class Counsel attorneys' fees in the amount of \$168,000, 28% of
16 the Maximum Settlement Amount. The fee award is reasonable and appropriate for the reasons
17 that follow.

18 7. In evaluating the reasonableness of Class Counsel's lodestar and hourly rate, the
19 Court considered a variety of factors, including: the experience, background, and reputation of
20 counsel; the prevailing hourly rates in the community for similar services charged by attorneys of
21 similar skill and experience; the time, effort, and skill of counsel both in terms of what occurred
22 during the litigation and what was reasonably required; the efficiency of counsel in performing the
23 work; the amount at stake in the litigation; the desirability or undesirability of the case; and the
24 character and quality of the documentation offered in support of the application of fees. Total
25 hours claimed by Class Counsel are approved based on evidence presented of the work performed
26 and the results achieved. In so finding, the Court considered evidence presented of skill exercised
27 by Class Counsel when addressing difficult factual and legal questions arising from the class
28 claims presented, the contingent risk assumed by Class Counsel, the preclusion of Class Counsel

1 from other employment, and the favorable results achieved for Class Members. The Court further
2 finds that the fees requested are reasonable under both the percentage of the recovery and lodestar
3 analyses, particularly given that the fees requested are substantially below the actual lodestar of
4 Class Counsel.

5 8. With respect to the distribution of funds pursuant to the Settlement Agreement, the
6 Claims Administrator, upon the completion of the process of such distribution, shall prepare, and
7 cause to be filed with this Court, a declaration regarding the distribution. The Court sets a
8 compliance hearing to occur on September 14, 2015 at 9:30 a.m., for these purposes, with a status
9 report to be filed no later than five court days prior to the compliance hearing date.

10 9. The Court awards Class Counsel costs in the amount of \$22,000. Those costs were
11 reasonable and necessary based on the evidence presented of actual costs incurred and in light of
12 the results achieved.

13 10. The Court appoints Plaintiff Jeffrey Allen as the Class Representative, and grants
14 Plaintiff's request for an incentive payment in the amount of \$7,500. Mr. Allen's declaration
15 demonstrates that he spent approximately 30-40 hours on the case. The Court finds the incentive
16 payment to be fair and reasonable compensation based on the evidence presented.

17 11. The Court approves payment in the amount of \$15,000 to Heffler Claims Group.
18 ("Heffler") for services rendered by it as Claims Administrator. The Court finds that amount fair
19 and reasonable compensation based on evidence presented of the time and effort spent by Heffler
20 in administering the claims.

21 12. The Parties are directed to comply with the terms of the Settlement.

22 13. Without affecting the finality of this Order and Judgment in any respect, and
23 pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
24 Court, the Court retains jurisdiction over this action, the Class Representative, Settlement Class
25 Members, and Defendant for the purposes of: (a) the implementation and enforcement of the
26 Settlement until each and every act agreed to be performed by the parties to the Settlement shall
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1 have been performed; (b) any other action necessary to conclude this Settlement and to implement
2 the Settlement; and (c) the construction and interpretation of the Settlement.

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IT IS SO ORDERED.

Dated: FEB 06 2015

ERNEST H. GOLDSMITH
Judge of the Superior Court