

PLAINTIFFS' EXHIBIT 1B

In The Case Of

*Rosa Calderon; and, Javier Calderon, Individually and on Behalf of
All Others Similarly Situated,*

v

The Wolf Firm, A Law Firm,

CV16-1266 JLS (KESx)

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626
(800) 400-6808

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**ROSA CALDERON; AND,
JAVIER CALDERON,
INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS
SIMILARLY SITUATED,**

Plaintiffs,

v.

**THE WOLF FIRM, A LAW
CORPORATION,**

Defendant.

Case No.: CV16-1266 JLS (KESx)

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: December 15, 2017

TIME: 2:30 p.m.

DPT: 10A

HON. JOSEPHINE L. STATON

FINAL APPROVAL ORDER

1
2 After arm's length negotiations and settlement discussions, Plaintiffs ROSA
3 CALDERON; and, JAVIER CALDERON (the "Individual Plaintiffs") and
4 Defendant THE WOLF FIRM, A LAW CORPORATION (herein jointly referred
5 to as the "Parties") entered in to a Class Action Settlement Agreement (hereinafter
6 referred to as the "Agreement"), which is subject to review pursuant to the
7 applicable Rules of Civil Procedure. On November 13, 2017, the Parties filed the
8 Agreement, along with Plaintiffs' Motion for Preliminary Approval of Class
9 Action Settlement Agreement (hereinafter referred to as the "Preliminary Approval
10 Motion").

11 On , 2017, upon consideration of the Agreement, Preliminary
12 Approval Motion, and the record, the Court entered an Order of Preliminary
13 Approval of Class Action Settlement (hereinafter referred to as the "Preliminary
14 Approval Order"). Pursuant to the Preliminary Approval Order, the Court, among
15 other things, (i) preliminarily certified (for settlement purposes only) a class of
16 Plaintiffs (hereinafter referred to as the "Class Members") with respect to the
17 claims asserted in this Litigation; (ii) preliminarily approved the proposed
18 settlement; (iv) appointed Anderson as the Class Representative; (v) appointed
19 Kazerouni Law Group, APC; and, Hyde & Swigart as Class Counsel; and (vi) set
20 the date and time of the Final Approval Hearing.

21 On , 2017, Class Counsel timely filed their motion for
22 Attorneys' Fees, Litigation Costs, and Incentive Award.

23 On , 2017, Plaintiffs filed the Motion for Final Approval of
24 Class Action Settlement Agreement (hereinafter referred to as the "Final Approval
25 Motion"). Pursuant to their Final Approval Motion, the Parties request final
26 certification of the settlement class and final approval of the proposed class action
27 settlement.

1 On [REDACTED], 2017, a Final Approval Hearing was held to determine
2 whether the lawsuit satisfies the applicable prerequisites for class action treatment
3 and whether the proposed settlement is fundamentally fair, reasonable, adequate,
4 and in the best interests of the Class Members and should be approved by the
5 Court. The Court has read and considered the Agreement, Final Approval Motion
6 and the record. All capitalized terms used herein have the meanings defined herein
7 and/or in the Agreement.

8 NOW, THEREFORE, IT IS HEREBY ORDERED:

9 1. JURISDICTION: The Court has jurisdiction over the subject matter of the
10 Litigation and over all settling parties hereto.

11 2. SETTLEMENT CLASS MEMBERS: The Litigation is hereby finally
12 certified, for settlement purposes only, as a class action on behalf of the
13 following Settlement Class members with respect to the claims asserted in
14 the Litigation:

15 National Class. All persons with addresses within the U.S.
16 who received an initial demand letter from Defendant from
17 July 8, 2015 to the date of the entry of the Preliminary
Approval of Settlement and Notice Order,

18 Subclass. All persons with addresses within the State of
19 California who received an initial demand letter from
20 Defendant from July 8, 2015 to the date of the entry of the
Preliminary Approval of Settlement and Notice Order.

21 3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT:
22 The Court finally certifies the Individual Plaintiffs as the Class
23 Representative. The Court also certifies Abbas Kazerounian and Matthew
24 M. Loker of Kazerouni Law Group, APC; and, Joshua B. Swigart of Hyde &
25 Swigart as Class Counsel.

1 4. NOTICE AND CLAIMS PROCESS: Pursuant to the Court’s Preliminary
2 Approval Order, the Claims Administrator has complied with the approved
3 notice process as confirmed in its declaration filed with the Court. The form
4 and method for notifying the Settlement Class members of the settlement and
5 its terms and conditions was in conformity with this Court’s Preliminary
6 Approval Order and satisfied the requirements of the applicable Rules of
7 Civil Procedure and due process, and constituted the best notice practicable
8 under the circumstances. The Court finds that the notice process was clearly
9 designed to advise the Settlement Class members of their rights. Further, the
10 Court finds that the claim process set forth in the Agreement was followed
11 and that the process was the best practicable procedure under the
12 circumstances.

13 5. FINAL CLASS CERTIFICATION: The Court again finds that the Litigation
14 satisfies the applicable prerequisites for class action treatment, namely:

- 15 (a) The Settlement Class members are so numerous that joinder of all of
16 them in the Litigation would be impracticable;
- 17 (b) There are questions of law and fact common to the Settlement Class
18 members, which predominate over any individual questions;
- 19 (c) The claims of the Individual Plaintiffs are typical of the claims of the
20 Settlement Class members;
- 21 (d) The Individual Plaintiffs and Class Counsel have fairly and adequately
22 represented and protected the interests of all the Settlement Class
23 members; and
- 24 (e) Class treatment of these claims will be efficient and manageable, thereby
25 achieving an appreciable measure of judicial economy, and a class action
26 is superior to other available methods for a fair and efficient adjudication
27 of this controversy.

1 6. The Court finds that the settlement of the Litigation, on the terms and
2 conditions set forth in the Agreement, is in all respects fundamentally fair,
3 reasonable, adequate, and in the best interests of the Settlement Class
4 members, especially in light of the benefits to the Settlement Class members,
5 the strength of the Plaintiffs' case, the complexity, expense and probable
6 duration of further litigation, the risk and delay inherent in possible appeals,
7 and the risk of collecting any judgment obtained on behalf of the class.

8 7. SETTLEMENT TERMS: The Agreement, which has been filed with the
9 Court and shall be deemed incorporated herein, and the proposed settlement
10 are finally approved and shall be consummated in accordance with the terms
11 and provisions thereof, except as amended by any order issued by this Court.
12 The material terms of the Agreement include, but are not limited to, the
13 following:

14 1. The Wolf Firm will pay a non-reversionary "all inclusive" cash
15 Settlement sum in the total amount of \$68,000.00 ("Settlement
16 Sum")

17 2. From the Settlement Sum, the Class Members who did not opt out
18 will receive a check in the amount of \$15.66 from the Settlement
19 Fund.

20 3. From the Settlement Sum, The Wolf Firm shall pay \$2,000 to each
21 Individual Plaintiff payable through Class Counsel as an Incentive
22 Payment for bringing and participating in this Litigation.

23 4. From the Settlement Sum The Wolf Firm shall pay Class
24 Counsel the maximum sum of \$56,414.76 as attorneys' fees; and, litigation
25 costs.

26 8. The Court finds that the settlement of the Litigation, on the terms and
27 conditions set forth in the Agreement, is in all respects fundamentally fair,

1 reasonable, adequate, and in the best interests of the Settlement Class
2 members, especially in light of the benefits to the Settlement Class members,
3 the strength of the Plaintiffs' case, the complexity, expense and probable
4 duration of further litigation, the risk and delay inherent in possible appeals,
5 and the risk of collecting any judgment obtained on behalf of the class.

6 9. EXCLUSIONS AND OBJECTIONS: [REDACTED] exclusions were received. The
7 persons requesting exclusion are named on Exhibit A to this Order. The
8 Court hereby excludes these individuals from the Settlement Class.

9 10. The Court finds that the settlement of the Litigation, on the terms and
10 conditions set forth in the Agreement, is in all respects fundamentally fair,
11 reasonable, adequate, and in the best interests of the Settlement Class
12 members, especially in light of the benefits to the Settlement Class members,
13 the strength of the Plaintiffs' case, the complexity, expense and probable
14 duration of further litigation, the risk and delay inherent in possible appeals,
15 and the risk of collecting any judgment obtained on behalf of the class.

16 11. The Settlement Class members were given an opportunity to object to the
17 settlement. No Settlement Class members filed objections. After
18 consideration of each of the objections, the Court hereby overrules such
19 objections.

20 12. This Order is binding on all Settlement Class members, except those
21 individuals named on Exhibit A, who validly and timely excluded themselves
22 from the Class.

23 13. RELEASE OF CLAIMS AND DISMISSAL OF Litigation: The Class
24 Representative, Settlement Class members, and their successors and assigns
25 are permanently barred and enjoined from instituting or prosecuting, either
26 individually or as a class, or in any other capacity, any of the Released
27 Claims against any of the Released Parties, as set forth in the Agreement.

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Pursuant to the release contained in the Agreement, the Released Claims are compromised, discharged, and dismissed with prejudice by virtue of these proceedings and this Order.

- 14. The Litigation is hereby dismissed with prejudice in all respects.
- 15. This Order is not, and shall not be construed as, an admission by the Wolf Firm.
- 16. Without affecting the finality of this Final Judgment and Order of Dismissal with Prejudice, the Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Litigation and/or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

IT IS SO ORDERED.

Date: _____, 2017 _____

HONORABLE JOSEPHINE L. STATON
UNITED STATES DISTRICT COURT JUDGE