

E-FILED
1/29/2018 9:29 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
2003-1-CV-817837
Reviewed By: R. Walker
Envelope:1171596

1 Robert S. Green (State Bar No. 136183)
James Robert Noblin (State Bar No. 114442)
2 **GREEN & NOBLIN, P.C.**
2200 Larkspur Landing Circle, Suite 101
3 Larkspur, CA 94939
4 Telephone: (415) 477-6700
Facsimile: (415) 477-6710
5 Email: scefiling@classcounsel.com

6 William A. Kershaw (State Bar No. 057486)
7 **KERSHAW, COOK & TALLEY PC**
401 Watt Avenue
8 Sacramento, CA 95864
Telephone: (916) 779-7000
9 Facsimile: (916) 721-2501
Email: bill@kctllegal.com

10
11 Robert M. Bramson (State Bar No. 102006)
BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP
12 2125 Oak Grove Road, Suite 120
Walnut Creek, CA 94598
13 Telephone: (925) 945-0200
Facsimile: (925) 945-8792
14 Email: rbramson@bramsonplutzik.com

15 Attorneys for Plaintiffs and the Class

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF SANTA CLARA**

18
19 ED RUTLEDGE, I BRAUN
DEGENSHEIN, and SUSANNA
20 GIULIANO-GHAHRAMANI, on behalf
of themselves, and all others similarly
21 situated,

22 Plaintiffs,

23 vs.

24 HEWLETT-PACKARD COMPANY, and
25 DOES 1 through 10,

26 Defendants.
27
28

Case No.: 1-03-CV-817837

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Date: December 15 2017
Time: 9:00 a.m.
Dept. 5
Judge: Hon. Thomas E. Kuhnle

Date Action Filed: June 12, 2003

and on January 26, 2018,

TR

1 This matter came before the Court for hearing on December 15, 2017 pursuant to the
2 Preliminary Approval Order of this Court, dated October 6, 2017, on the application of the
3 Parties for approval of the settlement set forth in the Settlement Agreement and General
4 Release (the "Settlement Agreement"). Due and adequate Notice having been given to the
5 Class as required by the Preliminary Approval Order, and the court having considered all
6 papers filed and proceedings had herein and otherwise being fully informed of the premises
7 and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND
8 DECREED that:

9 1. This Judgment incorporates by reference the definitions in the Settlement
10 Agreement, and all capitalized terms herein shall have the same meaning as set forth in the
11 Settlement Agreement.

12 2. This Court has jurisdiction over the subject matter of the Action and over all
13 Parties to the Action, including all Class Members.

14 3. The Court finds that the Settlement Agreement resolves the claims asserted by
15 the Class.

16 **Class Definition**

17 4. The Class consists of all persons or entities who own or owned one or more of
18 the following HP Pavilion notebook models: zt1150; zt1155; zt1170; zt1175; zt1180; zt1185;
19 zt1190; zt1195; zt1250; xz185; xz275; and xz295; and who experienced a dim, dark or
20 flickering display, including a Subclass consisting of all members of the Class from whom HP
21 received notice of a defect within one year of purchase. Not included within the Class are
22 persons and entities who timely submitted their Request for Exclusion from the Class (who are
23 identified in a list filed with the Court), and those who purchased a used notebook or persons
24 who are employees, directors, officers, or agents of Defendant. Plaintiffs I Braun Degenshein
25 and Susanna Giuliano-Ghahramani are Representative Plaintiffs of the certified Class.
26
27
28

1 **Approval of the Settlement**

2 5. The Court hereby approves the Settlement set forth in the Settlement
3 Agreement and finds that said Settlement is, in all respects, fair, reasonable, and adequate to
4 the Class, and the Parties are hereby directed to perform its terms. Representative Plaintiffs
5 and Defendant are directed to consummate the Settlement in accordance with the terms and
6 provisions of the Settlement Agreement.

7 6. The claims in the Action are hereby dismissed with prejudice, and the
8 Representative Plaintiffs and each of the Class Members, at the Final Effective Settlement
9 Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and
10 forever released, relinquished, and discharged all Class Claims as set forth in the Settlement
11 Agreement; *provided, however*, that the Release shall not include the right to, or any claim or
12 action brought to, enforce the Settlement Agreement or any Claim for breach of the Settlement
13 Agreement.

14 7. At the Final Effective Settlement Date, the Representative Plaintiffs and all
15 Class Members are hereby forever barred and enjoined from prosecuting the released Class
16 Claims. Each of the persons and entities released in the Settlement Agreement by the
17 Representative Plaintiffs and the Class Members are hereby deemed to have, and by operation
18 of this Judgment shall have, been fully, finally, and forever released, relinquished, and
19 discharged as set forth in the Settlement Agreement; *provided, however*, that the foregoing
20 Releases shall not include a release or waiver by any Party of the right to assert any claim or
21 bring any action to enforce the Settlement Agreement or any claim for breach of the
22 Settlement Agreement. The Court hereby permanently enjoins any and all Class Members
23 who have not opted out of the Class from asserting or litigating any of the Released Class
24 Claims which were the subject of the release provisions of the Settlement Agreement.

25 8. The Notice of Settlement given to the Class Members, including the individual
26 notice to all Class Members who could be identified through reasonable effort, is the best
27 notice practicable under the circumstances to all persons entitled to such Notice, and said
28 Notice fully satisfies the requirements of § 382 of the California Code of Civil Procedure,

1 California Rules of Court, Rule 3.766, and the requirements of due process. A full opportunity
2 was offered to any and all Class Members to object to the proposed Settlement and to
3 participate in the Fairness Hearing thereon. Based upon the foregoing, including the number
4 of Class Members who opted out of the Settlement, objected to the Settlement, and appeared at
5 the Fairness Hearing, and good cause appearing based upon the record before the Court, it is
6 hereby determined that all members of the Class are bound by this Final Order and Judgment.

7 **General Provisions**

8 9. Neither the Settlement Agreement, nor any act performed or document
9 executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to
10 be or may be used as an admission of, or evidence of, the validity or lack thereof of any Class
11 Claim, or of any wrongdoing or liability of any Party or her/his/its counsel; and/or (ii) is or
12 may be deemed to be or may be used as an admission of, or evidence of, any fault or omission
13 of any of Party or released person or her/his/its counsel, including in any civil, criminal, or
14 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
15 any other released person or entity or her/his/its counsel may file the Settlement Agreement
16 and/or this Judgment in any action that may be brought against them to support a defense or
17 counterclaim based on principles of *res judicata*, collateral estoppel, release, waiver,
18 settlement, good faith settlement, judgment bar or reduction, or any theory of claim preclusion
19 or issue preclusion or similar defense or counterclaim.

20 10. The finality of this Final Order and Judgment shall not be affected, in any
21 manner, by rulings that the Court may make on the Class Counsel's application for an award
22 of attorneys' fees and reimbursement of expenses and/or for service awards to Representative
23 Plaintiffs.

24 11. The Court hereby finds that the proposed method of payment of the Settlement
25 Fund to Class Members is a fair and reasonable method to allocate the settlement proceeds
26 among Members of the Class.

27 12. Each Party shall bear its own attorneys' fees and costs except as otherwise
28 expressly stated in the Settlement Agreement.

1 13. The Court reserves exclusive and continuing jurisdiction pursuant to California
2 Code of Civil Procedure Section 664.6 and California Rule of Court 3.769(h), over the
3 Representative Plaintiffs, the Class, and Defendant for the purpose of:

4 (a) supervising the implementation, enforcement, construction, and interpretation
5 of the Settlement Agreement, the Preliminary Approval Order, and the Final Order and
6 Judgment;

7 (b) hearing and determining any application by Class Counsel for an award of
8 attorneys' fees, costs, expenses, and incentive payments to the Representative Plaintiffs; and

9 (c) supervising the distribution of the Settlement Fund.

10 IT IS SO ORDERED.

11
12 DATED: 1-26-18



HON. THOMAS E. KUHNLE
SUPERIOR COURT JUDGE