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FILED
Clerk of the Superior Court

JAN 13 2021

By: A. TAYLOR

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

12/18/2020 at 11:33:11 AM

Clerk of the Superior Court
By Gen Dieu, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DAWN METRISIN, SAUL GRANILLO, and
JENNIFER FITE, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

ADVANCE MAGAZINE PUBLISHERS
INC., a New York Corporation;
and DOES 1-50, inclusive,

Defendants.

CASE NO. 37-2020-00009732-CU-BT-CTL

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR (1) FINAL APPROVAL OF
SETTLEMENT; (2) AWARD OF
ATTORNEYS' FEES AND LITIGATION
EXPENSES; (3) SERVICE AWARDS TO
CLASS REPRESENTATIVES; AND
(4) APPROVAL OF *CY PRES*
RECIPIENT; AND ENTERING
JUDGMENT**

[IMAGED FILE]

1 Pending before the Court is the Motion for (1) Final Approval of Settlement; (2) Award of
2 Attorneys' Fees and Litigation Expenses; (3) Service Awards to Class Representatives; and
3 (4) Approval of *Cy Pres* Recipient ("Motion for Final Approval") relating to the settlement
4 ("Settlement") between plaintiffs Saul Granillo and Jennifer Fite ("Plaintiffs") and defendant
5 Advance Magazine Publishers Inc. and subsidiaries thereof d/b/a Condé Nast ("Defendant").

6 WHEREAS, on September 18, 2020, this Court entered the Preliminary Approval Order
7 (ROA# 26) preliminarily approving the Settlement pursuant to the Settlement Agreement (ROA#
8 19, Ex. 1), which sets forth the terms and conditions of the Settlement;

9 WHEREAS, counsel for the Parties appeared before this Court on January 13, 2021, at
10 which time Plaintiffs requested final approval of the Settlement and Class Counsel requested the
11 other relief set forth in the Motion for Final Approval;

12 WHEREAS, due and adequate notice of the Settlement having been given pursuant to the
13 Preliminary Approval Order and the Agreement, and the Court having considered all papers filed
14 and proceedings had herein, and good cause appearing,

15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

16 1. All terms and phrases in this Order shall have the same meanings ascribed to them
17 in the Settlement Agreement, unless otherwise noted.

18 2. The Court finds and determines that the notice procedure implemented in this
19 Action provided for the best notice practicable under the circumstances, and that such notice
20 procedure satisfies the requirements of California Rules of Court, rule 3.769, and due process.

21 3. The Court finds and determines that, having been properly notified of the
22 Settlement, no Class Member has objected to any aspect of the Settlement.

23 4. The Court finds and determines that the terms of the Settlement are fair, reasonable,
24 and adequate to the Class and the Class Members. The Court further finds and determines that
25 settlement of the Action at this time will avoid substantial additional costs by all Parties, as well as
26 the delay and risks that would be presented by the further prosecution of the Action. The Court
27 hereby grants final approval of the Settlement, approves the Agreement and each of the terms set
28 forth therein, and directs the Parties to effectuate and consummate the Settlement's terms as set

1 forth in the Agreement and this Order.

2 5. In giving final approval of the Settlement, the Court finds and determines that the
3 Class Members include all persons who did not exclude themselves from the Settlement Class,
4 which is defined in the Settlement Agreement, the Preliminary Approval Order, and this Order as:

5 All individuals who, between September 27, 2015 and May 27, 2020, enrolled in an
6 automatic renewal or continuous service program directly through Condé Nast for a
7 Condé Nast Publication or Service, were charged for at least one renewal for such
8 Publication or Service, and who used a California street address as the shipping or
9 billing address for that Publication or Service. Excluded from the Settlement Class
10 are the judicial officers to whom this case is assigned.

11 6. The following persons submitted timely and valid requests for exclusion from the
12 Settlement Class, and as a result such persons are excluded from the Settlement, will not share in
13 the Settlement, and will not be bound by the Settlement's Release:

Name
Andrea Guaran
Gabrielle Junqueira

14
15 7. The Court grants Class Counsel's motion for an award of attorneys' fees in the
16 amount of \$657,827.12, plus reimbursement of litigation expenses in the amount of \$27,058.18.
17 The Court finds that the attorneys' fees are justified as a percentage of the class recovery under the
18 common fund doctrine and under the lodestar/multiplier approach; that the fee award is warranted
19 in light of the time Class Counsel invested in the case, the risk Class Counsel undertook in
20 prosecuting the actions on a contingency basis, the results achieved, the novelty of the legal issues,
21 and the skill with which Class Counsel presented Plaintiffs' claims; and the litigation expenses
22 were reasonably incurred in the prosecution of the litigation. These amounts shall be paid from the
23 Settlement Amount in accordance with the Settlement Agreement.

24 8. The Court grants the request for service payments in the amount of \$10,000 each to
25 Saul Granillo and Jennifer Fite, the named Plaintiffs and Class Representatives in the Action. The
26 Court finds that these payments are justified in light of the time spent, the risk undertaken, and the
27 recovery obtained in representing the interests of the Class. These amounts shall be paid from the
28 Settlement Amount in accordance with the Settlement Agreement.

1 9. The Court finds that the fees and expenses of the Settlement Administrator, CPT
2 Group, Inc., in the amount of \$133,000, are fair and reasonable. Such payment shall be made
3 from the Settlement Amount in accordance with the Settlement Agreement.

4 10. The Settlement Administrator shall proceed with payment of the attorneys' fees,
5 litigation expenses, Class Representative service payments, and distribution to the Participating
6 Class Members, in accordance with the Settlement Agreement and this Order.

7 11. The Court approves as the *cy pres* recipient Justice Gap Fund, to receive any
8 residual settlement funds due to uncashed settlement checks. The Settlement Administrator is
9 ordered to pay any *cy pres* amounts pursuant to the terms of the Settlement Agreement.

10 12. Plaintiffs and all Class Members who did not exclude themselves from the
11 Settlement are bound by the terms of the Settlement Agreement, including its Release, and this
12 Order and Judgment.

13 13. Pursuant to Section IX of the Settlement Agreement, immediately upon entry of
14 this Judgment, all of the claims to be released by Plaintiffs and Class Members shall be released.

15 14. Pursuant to Section X.F. of the Settlement Agreement, Plaintiffs and Class
16 Members who did not submit a valid request for exclusion shall forever be barred and enjoined
17 from filing, commencing, instituting, prosecuting, maintaining, joining, or intervening in any
18 action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, or
19 before any tribunal or administrative body, that asserts any Released Claim against any Released
20 Party.

21 15. To provide notice to the Class pursuant to California Rules of Court, rule 3.771(b),
22 the Parties are further ordered to cause a copy of this Final Approval Order and Judgment to be
23 posted by the Settlement Administrator on the Settlement Website.

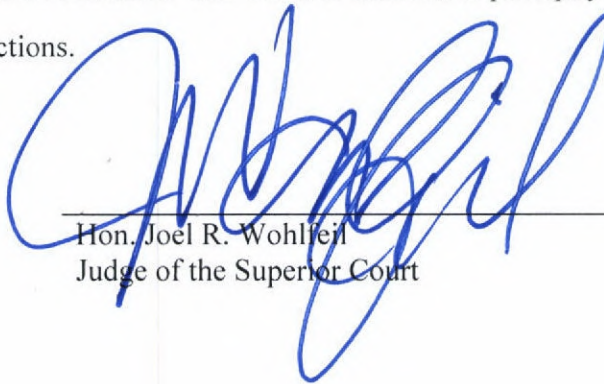
24 16. Without affecting the finality of this Final Approval Order and Judgment, pursuant
25 to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h),
26 this Court retains continuing jurisdiction over the subject matter of the Action, the Class
27 Representatives, the Settlement Class Members, and the Defendant to administer the matters set
28

1 forth in the Settlement Agreement and implement and enforce the Settlement Agreement and this
2 Order and Judgment.

3 17. This Final Approval Order and Judgment shall constitute a final judgment that is
4 binding on the Parties and the Settlement Class Members. The Clerk is directed to promptly enter
5 this Order and Judgment on the register of actions.

6 IT IS SO ORDERED.

7 DATED: 1-13-21, 2020

8 
9 Hon. Joel R. Wohlfeil
10 Judge of the Superior Court

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