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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

WILLY GRANADOS, on behalf of himself )  
and all others similarly situated, )  
Plaintiff, )  
v. )  
COUNTY OF LOS ANGELES, )  
Defendant. )

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Case No. BC361470  
**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**  
DATE: October 29, 2018  
TIME: 9:00 a.m.  
DEPT: SS17  
JUDGE: Hon. Maren E. Nelson

1 Plaintiff Willy Granados’s Unopposed Motion for Final Approval of Class Action  
2 Settlement came before this Court on \_\_\_\_\_, 2018. Class Counsel’s Motion for an  
3 Award of Attorneys’ Fees, Reimbursement of Expenses and Payment of an Incentive Award also  
4 came on for hearing.

5 Plaintiff brought this lawsuit on behalf of himself and those similarly situated against the  
6 County of Los Angeles (“County”) based on allegedly illegal and improper tax collection with  
7 respect to the County’s Telephone Utility Users’ Tax (“TUT”), former Los Angeles County Code  
8 section 4.26.060 as applied to certain mobile/cellular and landline telephone services. Plaintiff’s  
9 complaint sought declaratory and injunctive relief, and alleges money had and received and unjust  
10 enrichment, and thereby seeks a refund of all TUT allegedly illegally or improperly collected.

11 The County denies that the TUT was collected illegally, denies all of the claims and any  
12 liability or wrongdoing of any kind associated with Plaintiff’s claims.

13 On May 23, 2017, this Court entered an order granting Plaintiff’s motion for class  
14 certification, thereby certifying the following Class:

15 All persons, including corporate and non-corporate entities wherever organized and  
16 existing, who paid telephone utility user taxes to the County of Los Angeles on  
17 telephone service utilized from August 25, 2005 to November 4, 2008, other than  
18 local-only telephone services, teletypewriter exchange service, or long distance  
19 telephone service where the charge varied by both time and distance, and who have  
20 not already received a refund of such tax.

21 On March 28, 2018, this Court entered an Order Preliminarily Approving Class Action  
22 Settlement (the “Preliminary Approval Order”), which directed the parties to provide notice to the  
23 Class that informed Class Members of: (i) the proposed settlement, and the settlement’s key  
24 terms; (ii) the date, time and location of the Final Settlement Hearing; (iii) the right of any Class  
25 Member to object to the proposed settlement, and an explanation of the procedures to exercise that  
26 right; (iv) the right of any Class Member to exclude themselves from the proposed settlement, and  
27 an explanation of the procedures to exercise that right; and (v) the procedures for Class Members  
28 to participate in the proposed settlement.

1 Class Members were provided notice of the Final Settlement Hearing by mail, publication,  
2 press release, television and radio advertising, and through the Claims Administrator's website  
3 and Class Counsel's websites.

4 The Court, upon notice having been given as required by the Preliminary Approval Order,  
5 and having considered the proposed Settlement Agreement as well as Plaintiffs' Notice of Motion  
6 and Unopposed Motion for Final Approval of Class Action Settlement as provided by California  
7 Rules of Court, rule 3.769(g), the memorandum of points and authorities in support thereof, the  
8 declarations in support thereof, relevant law, the objections received and the oral argument  
9 presented to the Court, and in recognition of the Court's duty to conduct a fairness hearing as to  
10 the good faith, fairness, adequacy and reasonableness of any proposed settlement, **HEREBY**  
11 **ADJUDGES, ORDERS, AND DECREES** as follows:

12 **I. DEFINITIONS**

13 The capitalized terms used in this Order, if any, shall have the meanings and/or definitions  
14 given to them in the Settlement Agreement.

15 **II. JURISDICTION**

16 The Parties and the Class Members have submitted to the jurisdiction of this Court for  
17 purposes of the Settlement. The Court has personal jurisdiction over the Parties and the Class  
18 Members and has subject matter jurisdiction to approve the Settlement and to release all claims  
19 and causes of action that are to be released pursuant to the Settlement.

20 **III. NOTICE TO CLASS MEMBERS AND NOTICE AND ADMINISTRATION COSTS**

21 The notice mechanisms implemented pursuant to the Settlement Agreement and approved  
22 by the Court in the Preliminary Approval Order on March 28, 2018 (i) constitute reasonable and  
23 best practicable notice, in that they are reasonably calculated, under the circumstances, to apprise  
24 putative Class Members of the pendency of the Action, the terms of the Settlement, their right to  
25 object or exclude themselves from the Settlement, their right to appear at the Final Settlement  
26 Hearing, and the fact that a failure to submit a valid and timely request for exclusion serves to  
27 submit the member to the Court's jurisdiction for settlement purposes; and (ii) constitute due,  
28 adequate, and sufficient notice under the requirements of the United States Constitution,

1 California law and other applicable laws and rules of court. Further, the Court has considered the  
2 declarations and exhibits thereto provided by the Claims Administrator as to the implementation  
3 of the Notice mechanisms and finds that the Notice requirements have been reasonably satisfied.

4 The telephone service providers retrieving UUT payment data shall be reimbursed for their  
5 reasonable costs of retrieving such data as part of the Notice and Administration Expenses.

6 **IV. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT**

7 The Court has reviewed the terms of the Settlement Agreement and finds that the  
8 Settlement Agreement is fair, adequate, and reasonable when balanced against the possible  
9 outcome of further litigation relating to class certification, liability, and damages. The Court finds  
10 further that settlement at this time will avoid substantial additional costs and will avoid the delay  
11 and risks presented by continued prosecution of the litigation. The Court also finds that the  
12 Settlement has been reached after significant and extensive arm's-length negotiations between and  
13 among highly-experienced counsel for the parties, with the assistance of an experienced mediator.

14 The Settlement Agreement is approved and made a part of this order as if fully set forth  
15 herein, and shall have the full force and effect of an order of this Court. The parties shall  
16 consummate the Settlement Agreement according to its terms.

17 Following notice that was sent to each Class Member by first class mail, 2 Class Members  
18 objected to the terms of the Settlement and only 1 Class Members opted out. The absence of a  
19 material number of objections and opt-outs is further evidence of the Settlement's fairness,  
20 adequacy, and reasonableness. Taking into account: (i) the value of the Settlement benefits to the  
21 Class Members; (ii) the risks inherent in continued litigation; (iii) the complexity, expense, and  
22 likely duration of the litigation in the absence of settlement; (iv) the experience and views of Class  
23 Counsel; and (v) the reactions of Class Members, the Court finds that the settlement is fair,  
24 adequate, reasonable, and deserves this Court's final approval.

25 The Court therefore hereby orders and declares: (i) the Settlement Agreement is binding  
26 on all Parties and Class Members; (ii) the Settlement Agreement shall be preclusive in all pending  
27 and future lawsuits or other proceedings; and (iii) the Settlement Agreement and this Order shall  
28 have res judicata and preclusive effect in all pending and future lawsuits or other proceedings

1 maintained by or on behalf of any Class Member, as well as each of their heirs, executors,  
2 administrators, successors and assigns. Upon the Effective Date, the Settlement Agreement shall  
3 be the exclusive remedy for any and all Released Claims of Settlement Class Members.

4 **V. RELEASE**

5 The Court references and confirms that the release in the Settlement Agreement is  
6 approved. The Court orders that the County and the Related Parties shall be released and forever  
7 discharged from all Released Claims, and Plaintiff and all Class Members and their heirs,  
8 executors, estates, predecessors, successors, assigns, agents and representatives shall be deemed to  
9 have jointly and severally released and forever discharged the County and the Related Parties from  
10 any and all Released Claims, whether known or unknown, arising from the facts alleged in the  
11 Complaint, and shall be fully and forever barred and enjoined from instituting or prosecuting in  
12 any court or tribunal, either directly or indirectly, individually or representatively, any and all  
13 Released Claims against the County or any of the Related Parties. The Released Claims  
14 specifically include any and all claims, demands, rights, damages, obligations, suits, and causes of  
15 action of every nature and description whatsoever, ascertained or unascertained, suspected or  
16 unsuspected, existing or claimed to exist, including both known and unknown claims of the  
17 Plaintiff and all Class Members that were or could have been brought against the County and/or its  
18 Related Parties, or any of them, during the Class Period, arising from the matters alleged in the  
19 Complaint.

20 **VI. PLAINTIFF'S REQUEST FOR ATTORNEYS' FEES AND EXPENSES**

21 Class Counsel have moved for an award of attorneys' fees and expenses, notice of which  
22 was given to all Class Members pursuant to the Court's Preliminary Approval Order of March 28,  
23 2018. The Court heard argument regarding Plaintiff's request for attorneys' fees and expenses and  
24 a Plaintiff's incentive award upon duly noticed motion on \_\_\_\_\_, 2018. Based upon all  
25 papers filed with the Court, argument at the hearing, the Court's observation and assessment of the  
26 performance of Class Counsel throughout this litigation, the resulting settlement recovery, and  
27 good cause appearing therefor, the Court finds as follows:

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1 In light of the work Class Counsel performed on the case, the outstanding results they  
2 achieved on behalf of Class Members, the contingent nature of the litigation, the experience and  
3 skill Class Counsel displayed in the litigation, the preclusion of other employment occasioned by  
4 the hours Class Counsel devoted to this litigation, the risks taken in representing the Class  
5 Members, the novelty and complexity of the legal issues, the length of the representation, and the  
6 fact that the Plaintiff did not agree to pay Class Counsel attorneys' fees if the case had been  
7 unsuccessful, this Court finds that an award of \$\_\_\_\_\_ in attorneys' fees and  
8 \$ \_\_\_\_\_ in expenses for all past and remaining work until the completion of this matter in  
9 accordance with the terms of the Settlement Agreement is fair and reasonable.

10 As a cross-check to test the reasonableness of this amount the Court finds that the  
11 \$\_\_\_\_\_ in lodestar Class Counsel have dedicated to the prosecution of this action since its  
12 inception is reasonable and consistent with the litigation in this case. This Court further finds that  
13 Class Counsel's hourly rates are reasonable for their skill and the work they performed. In setting  
14 its award of Attorney's Fees and Expenses, the Court has considered the following factors: (i) the  
15 contingent nature of this action: (ii) the experience, reputation and ability of Class Counsel and the  
16 skill they displayed in litigation; (iii) the results achieved under the Settlement; and (iv) the  
17 preclusion of other employment. *See Glendora Cmty. Redevelopment Agency v. Demeter*, 155  
18 Cal. App. 3d 465, 474-75, 480 (1984); *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977).

19 The Court's application of all of the facts to these factors demonstrates that the award of  
20 fees and costs is eminently reasonable. The award of fees and costs shall be paid from the  
21 Settlement Fund within fifteen (15) business days of the date of this Order. Such fees and costs  
22 shall be made payable to Wolf Haldenstein Adler Freeman & Herz LLP and Chimicles & Tikellis  
23 LLP, jointly, who shall allocate such fees and costs to other Class Counsel in the Action.

24 **VII. INCENTIVE AWARD TO THE CLASS REPRESENTATIVE**

25 Class Counsel have also moved for an incentive award to the Plaintiff in the amount of  
26 \$10,000, notice of which was also given to all Class Members pursuant to the Court's Preliminary  
27 Approval Order of March 28, 2018. The Court notes that California and federal courts regularly  
28 approve incentive awards to compensate class representatives for the services they provide to the

1 class, the time and effort they invest on behalf of others, and the risks that they incur during the  
2 course of class action litigation. Plaintiff expended considerable time and effort, from 2006  
3 through 2017, pursuing the claims on behalf of himself and the Class Members, including sitting  
4 for a deposition, overseeing the litigation and approving the key terms of the settlement reached  
5 during mediation, all of which enabled the Class Members to receive this substantial recovery.

6 The proposed incentive award was disclosed to the Settlement Class in the Notice and no  
7 Class Member objected to it. In light of these facts, the requested service award to the Class  
8 Representative is appropriate. For the foregoing reasons, the Court finds that an incentive award  
9 of \$\_\_\_\_\_ to the Class Representative is fair and reasonable considering his service to  
10 Class Members.

11 The Court hereby sets a non-appearance date for the submission of a final accounting on  
12 \_\_\_\_\_, 2018. Class Counsel is ordered to submit to the Court a final accounting  
13 report on or before that date.

14 **IT IS SO ORDERED.**

15  
16  
17 \_\_\_\_\_, 2018

\_\_\_\_\_  
HON. MAREN E. NELSON  
JUDGE OF THE SUPERIOR COURT

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