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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

NATHAN COZZITORTO, et al.;

Plaintiffs,

vs.

AMERICAN AUTOMOBILE
ASSOCIATION OF NORTHERN
CALIFORNIA, NEVADA & UTAH, et al.

Defendants.

Case No. C13-02656

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT,
ATTORNEYS' FEES, EXPENSE
AWARD, AND SERVICE AWARDS**

Hearing Date: May 9, 2019
Time: 9:00 a.m.
Judge: Hon. Edward G. Weil
Department: 39

AND RELATED CROSS-ACTION.

This matter came before the Court on May 9, 2019 at a hearing (the “Final Approval Hearing”) held on the application of the parties to the above-captioned class action (the “Action”) for approval of the proposed settlement set forth in the parties’ Settlement Agreement and Release of Claims, dated December 7, 2018 (the “Settlement”).

Due notice of the Final Approval Hearing having been given to Class Members in accordance with the Order of this Court dated December 14, 2018; the respective parties having appeared by their attorneys of record; the attorneys for the respective parties having been heard; an opportunity to be heard having been given to all Class Members requesting to be heard; the Court having reviewed and considered all documents, evidence, objections (if any), and arguments presented in support of or against the Settlement; and the entire matter of the proposed Settlement and its fairness having been heard and considered by the Court; the Court being fully advised of the premises and good cause appearing therefore, enters this Order Granting Final Approval of Settlement (“Order”).

IT IS HEREBY ORDERED that:

1 1. This Order incorporates by reference the provisions of and definitions in the
2 Settlement. All capitalized terms used herein shall have the same meanings as set forth in the
3 Settlement (in addition to those capitalized terms defined herein); in the case of a conflict, the
4 definitions in the Settlement shall control.

5 2. As noted in the accompanying Judgment, the Court has and will retain jurisdiction
6 over the subject matter of the Action for purposes of enforcing the Settlement and this Order and
7 the accompanying Judgment.

8 3. The Court finds that the Notices distributed to all Class Members constituted the
9 best notice practicable under the circumstances to all persons entitled to such notice, and the Notices
10 fully satisfied the requirements of California law, including California Rule of Court, rule 3.769(f)
11 and due process under the Constitution of the United States and other applicable law.

12 4. The Court finds that the Settlement is the result of arm's-length negotiations
13 between experienced counsel, and an experienced mediator, and is fair, reasonable and adequate to
14 the Class.

15 5. The Court finally approves the Settlement in all respects and orders the Settling
16 Parties and the Settlement Administrator to perform the terms of the Settlement to the extent they
17 have not already done so. The Court further finds the distribution formulas and processes are fair,
18 reasonable and adequate to Class Members, and directs the Net Settlement Amounts be distributed
19 pursuant to the to the Settlement Agreement. The Court additionally finds that the *cy pres* awards
20 shall be distributed to the two *cy pres* recipients identified in the Settlement and shall be distributed
21 equally among them.

22 6. The Settling Parties and all Class Members, including their Related Persons, and all
23 other Released Persons, are hereby bound by the terms of the Settlement, excepting those
24 individuals and entities listed in the Judgment accompanying this Order.

25 7. All Class Members who have not made their objections to the Settlement, Fee and
26 Expense Award, or Service Awards in the manner provided in the Notice are deemed to have
27 waived any objection by appeal, collateral attack, or otherwise.

1 8. The Settling Parties are to bear their own costs, except as otherwise provided in the
2 Settlement.

3 9. If for any reason the Effective Date does not occur, or the Settlement is cancelled,
4 terminated, or otherwise fails to become Final for any reason, the Settling Parties shall be restored
5 to their respective positions in the Action as of the date of the execution of the Settlement. The
6 terms and provisions of the Settlement shall be null and void and shall have no further force and
7 effect with respect to the Settling Parties and neither the existence of the Settlement (nor any
8 negotiations preceding the Settlement nor any acts performed pursuant to, or in furtherance of the
9 Settlement) shall be used in any manner for any purpose in any subsequent proceeding in the Action
10 or in any other action or proceeding (other than to enforce any terms of the Settlement remaining
11 in effect); and this Order and the accompanying Judgment or other order entered in accordance
12 with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

13 10. The Court hereby approves the award of \$_____ in attorneys' fees and
14 \$_____ in expenses to Class Counsel and finds that the amount of the award is fair and
15 reasonable ("Fee and Expense Award"). The Court further approves Service Awards of
16 \$_____ to each of the four Class Representatives (Nathan Cozzitorto, Rena Cozzitorto,
17 Michael Cozzitorto, Sr., and Cozz's Auto Body & Service, Inc.). The Fee and Expense Award and
18 the Service Awards shall be paid from the Gross Settlement Amounts, on the terms stated in the
19 Settlement, and deducted as allocated in Plaintiffs' Unopposed Motion for Final Approval of
20 Settlement.

21 11. The Court finds that the Settling Parties and their respective counsel at all times
22 complied with the requirements of California Code of Civil Procedure § 128.7 and all other similar
23 laws.

24 12. All agreements made and orders entered during the course of the Action relating to
25 the confidentiality of information shall survive the Settlement.

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IT IS SO ORDERED.

DATE

HON. EDWARD G. WEIL