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8 Attorneys for Representative Plaintiffs  
9 and the Plaintiff Class

10  
11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **IN AND FOR THE COUNTY OF SACRAMENTO**

13 WARREN CHANG, VERONICA  
14 SAAVEDRA individually, and on behalf  
15 of all others similarly situated,

16 Plaintiffs,

17 vs.

18 TOWER MART, TOWER ENERGY  
19 GROUP, and DOES 1 through 100,  
20 inclusive,

21 Defendants.

22 Case No.: 34-2009-00044408

23 CLASS ACTION

24 [PROPOSED] ORDER GRANTING FINAL  
25 APPROVAL TO CLASS ACTION  
26 SETTLEMENT

27 Date: April 9, 2010

28 Time: 10:00 a.m.

Dept: 13

Judge: Hon. Raymond Cadei

19 This matter is before the Court on the motion for final approval of a proposed Wage and  
20 Hour Settlement Agreement and Release of Claims (the "Settlement") of the above-captioned case  
21 entered into between, on the one hand, Representative Plaintiffs Warren Chang and Veronica  
22 Saavedra ("Plaintiffs" and/or "Representatives Plaintiffs") and, on the other hand, defendants Tower  
23 Energy Group and Tower Mart ("Defendants" and/or "Tower Mart") as set forth in the Settlement  
24 Agreement between the parties. The entire matter of the proposed Settlement having been duly  
25 noticed, and having been fully considered by the Court,

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1 **IT IS HEREBY ORDERED THAT:**

2 1. This Court has jurisdiction over the claims of the members of the Final Class  
3 members asserted in this proceeding, personal jurisdiction over the Representative Plaintiffs and  
4 Tower Mart (the “Settling Parties”) and the members of the Final Classes as defined in the  
5 Settlement and subject matter jurisdiction to approve the Settlement.

6 2. The Honorable David De Alba of this Court previously granted conditional  
7 certification to the Class for settlement purposes only by way of the December 18, 2009 Order  
8 Granting *Ex Parte* Application for preliminary approval to the Settlement (the “Preliminary  
9 Approval Order”).

10 3. The Notice given to the members of the classes was reasonably calculated under the  
11 circumstances to apprise the class members of the pendency of this class action, all material elements  
12 of the proposed Settlement, and their opportunity to exclude themselves from, to object to, or to  
13 comment on the Settlement and to appear at the final approval hearing. The notice was reasonable  
14 and the best notice practicable under the circumstances, adequate and sufficient notice to all class  
15 members and complied fully with the laws of the State of California, the California Code of Civil  
16 Procedure, the California Rules of Court, due process, and any other applicable statutes or rules. A  
17 full opportunity has been afforded to the members of the classes to participate in this hearing, and  
18 all members of the Final Class and other persons wishing to be heard have been heard. Accordingly,  
19 the Court determines that all members of the Final Class are bound by this Judgment, Final Order  
20 and Decree.

21 4. This Court finds that the applicable requirements of the California Code of Civil  
22 Procedure section 382 and California Rules of Court Rule 3.769 have been satisfied with respect to  
23 the Settlement Class and the Settlement.

24 5. The Court hereby grants final approval to the Settlement and finds that it is fair,  
25 reasonable and adequate, and in the best interests of the Final Class as a whole.

26 6. The Settlement is entitled to a presumption of reasonableness, as it was negotiated  
27 at arm’s-length over an extended period of time by experienced and well-prepared Class Counsel,  
28 Scott Cole & Associates, APC (“Class Counsel” and/or “SCA”), and no objection has been filed.

1           7.       The Settlement is also fair, reasonable, and adequate, as measured by the relevant  
2 criteria. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (listing and applying  
3 factors).

4           8.       Prior to entering into the proposed Settlement, Class Counsel, who have extensive  
5 experience in class action and wage and hour litigation, were well-informed about the potential risks  
6 and rewards of continued litigation, having conducted extensive discovery and investigation.

7           9.       The reaction of class members strongly favors settlement approval.

8           10.      Plaintiffs' and all members of the Final Class' claims are hereby released as follows:

9           Effective as of the Final Effective Date as defined in the Settlement, Plaintiffs and each and  
10 every member of the Final Class and their respective heirs, beneficiaries, devisees, legatees,  
11 executors, administrators, trustees, conservators, guardians, personal representatives,  
12 successors-in-interest, and assigns (collectively, the "Releasing Persons") forever completely release  
13 and discharge Tower Mart, and its past, present, and future parents, affiliates, subsidiaries, divisions,  
14 predecessors, successors, partners, joint ventures, affiliated organizations, insurers and assigns, and  
15 each of their past, present and future officers, directors, trustees, agents, employees, attorneys,  
16 contractors, representatives, partners, joint ventures, benefit plans, sponsored or administered by  
17 Tower Mart divisions, units, branches and other persons or entities acting on their behalf  
18 (collectively, the "Released Parties") from any and all Class Claims which were brought and wage  
19 and hour claims which could have been brought in this action ("Released Claims"). The claims  
20 released herein also include any claim for, attorneys' fees or costs of suit against any of the Released  
21 Parties arising out of the Settlement.

22           The Released Claims do not include (1) claims for Workers' Compensation, (2) claims for  
23 unemployment or disability payments, or (3) claims for discrimination, retaliation or harassment  
24 under Title VII or California's Fair Employment and Housing Act. Upon the Final Effective Date  
25 of the Settlement, or upon such earlier date as a Settlement Share has been issued to the individual  
26 Releasing Party, each member of the Final Class shall be deemed to have given this release.

27           The Releasing Persons acknowledge that they each may have claims related to the Released  
28 Claims that are presently unknown and that the release contained in the Settlement is intended to and

1 will fully, finally, and forever discharge even such claims, whether now asserted or un-asserted,  
2 known or unknown, to the extent they fall within the description of claims being released above.  
3 Accordingly, each Releasing Person expressly understands and agrees to waive the provisions of,  
4 and relinquish all rights and benefits afforded by, California Civil Code Section 1542, which  
5 provides in full as follows:

6 A General Release Does Not Extend to Claims Which the Creditor Does Not  
7 Know or Suspect to Exist in Ids I Her Favor at the Time of Executing the  
8 Release, Which If Known by Him I Her must Have Materially Affected  
9 His/her Settlement with the Debtor.

9 In giving this waiver, the Releasing Persons acknowledge that they have been advised of California  
10 Civil Code Section 1542, they may hereafter discover facts in addition to or different from those  
11 which they now believe to be true with respect to the subject matter released herein, but agree that  
12 they have taken that possibility into account in reaching the Settlement and that, notwithstanding the  
13 discovery or existence of any such additional or different facts, as to which the Releasing Persons  
14 expressly assume the risk, they freely and voluntarily give the release set forth above. Upon the Final  
15 Effective Date of the Settlement, or upon Such Earlier Date as a Settlement Share has been issued  
16 to the individual Releasing Person, each member of the Final Class shall be deemed to have given  
17 this release.

18 11. Provided the Settlement becomes effective under its terms, the Court also hereby  
19 orders that the deadline for mailing the Court-approved Settlement Shares and the Claims  
20 Administrator's payment is as set forth in the Implementation Schedule within the Preliminary  
21 Approval Order.

22 12. The allocation of settlement proceeds, set forth in the Settlement and described in the  
23 notices disseminated to the Final Class members, is also hereby approved as fair, adequate, and  
24 reasonable. The allocation was based on Class Counsel's detailed estimate of the relative damages  
25 allegedly suffered by the class members.

26 13. This Court finds that Class Counsel agreed to the Settlement only after carefully  
27 considering sufficient evidence to assess the potential value of the class members' claims and  
28 weighed it against the risks and expenses endemic in the pursuit of further litigation.

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For all of the reasons set forth above, Representative Plaintiff's Motion for an Order Granting Final Approval to Class Action Settlement is hereby **GRANTED**.

**IT IS SO ORDERED.**

Dated: April 9, 2010

RAYMOND M. CADEI

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The Hon. Raymond Cadei  
Judge of the Superior Court

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