

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

FRANCIE E. MOELLER, *et al.*,

Plaintiffs,

v.

TACO BELL CORP.,

Defendant.

Case No. C 02 5849 PJH NC

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL TO CLASS SETTLEMENT**

**Date: September 24, 2014**

**Time: 9:00 a.m.**

**The Honorable Phyllis J. Hamilton  
Courtroom 3, 3rd Floor**

---

The parties to this action having entered into a Settlement Agreement and having applied to this Court for preliminary and final approval of the Settlement Agreement and the terms thereof; this Court on June 4, 2014 having granted preliminary approval to the Settlement Agreement, which is attached as Exhibit 1 to this Court’s June 4 Order, and having directed notice of the settlement, its terms, and the applicable procedures and schedules to be provided to class members; this Court having set a final Fairness Hearing for September 24 to determine whether the Settlement Agreement should be granted final approval, pursuant to Federal Rule of Civil Procedure 23(e), as “fair, adequate and reasonable;” and all proposed class members having been given an opportunity to comment on the settlement;

1 NOW, THEREFORE, IT IS HEREBY ORDERED, upon consideration of the Settlement  
2 Agreement, the parties' briefs, declarations, and oral arguments in support thereof, and the  
3 proceedings in this action to date, as follows:

4 1. The Class Notice distributed to Class Members, pursuant to this Court's order, was  
5 accomplished in all material respects, and fully met the requirements of Rule 23 of the Federal  
6 Rules of Civil Procedure, due process, and any other applicable law.

7 2. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this Court grants  
8 final approval to the Settlement Agreement. The Court finds that the Settlement Agreement is  
9 fair, reasonable, and adequate in all respects, including the attorneys' fees provisions. The  
10 Court confirms the finding in its June 4 Order that the Settlement Agreement is the result of  
11 extensive, arms' length negotiations between the parties after extensive and lengthy litigation.  
12 The Court specifically finds that the settlement is rationally related to the strength of plaintiffs'  
13 and class members' claims given the risk, expense, complexity, and duration of further  
14 litigation. This Court also finds that the Settlement Agreement is the result of arms-length  
15 negotiations between experienced counsel representing the interests of the plaintiffs and  
16 defendants, after thorough factual and legal investigation. *Staton v. Boeing*, 327 F.3d 938, 960  
17 (9th Cir. 2003); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

18 3. The Court further finds that the response of the Class to the settlement supports  
19 settlement approval. No Class members have objected to the injunctive relief provided by the  
20 settlement. Although two class members objected that the settlement did not provide monetary  
21 relief to class members, such relief is not available in this case as a result of this Court's  
22 decision decertifying class monetary relief. The Settlement Agreement does not release class  
23 members' damages claims, and does not prevent class members from bringing their own  
24 damages claims.

25 IT IS SO ORDERED.

26  
27 DATED: 9/24/14 \_\_\_\_\_

28  
Honorable \_\_\_\_\_  
United States \_\_\_\_\_  
