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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
SOUTHERN DIVISION

AT GREENBELT
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
DEPUTY

John O'Bannon, et al.,
Plaintiffs,
v.
Friedman's, Inc.
Defendant.

Case No. AW-03-623

su
**[REVISED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Upon the Motion for Final Approval of Class Action Settlement filed by Plaintiffs John O'Bannon, et al., and the supporting papers filed with that Motion, and the Defendants having asserted no objection to the Court's granting of that Motion, and for good cause shown, pursuant to Rule 23(e) and (g) of the Federal Rules of Civil Procedure, the Court finds and orders as follows:

1. On October 29, 2008, the Court entered an Order Granting Motion for Preliminary Approval of Consent Decree, Conditional Certification of Settlement Class, Appointment of Class Counsel, Designation of Class Representatives, Approval of Class Notice, and Scheduling of Final Fairness Hearing (Doc. 164). That Order sets out in summary fashion the history of this action, the basic settlement terms, and the context in which the settlement was negotiated and presented.

2. The proposed Consent Decree ("Settlement") whose final approval and entry is now sought by this Motion was attached as Exhibit 1 to the letter to the court filed October 23, 2008 (Doc. 163). That Settlement is now before the Court for final approval.

3. The Preliminary Approval Order conditionally certified a class under Fed. R. Civ. P. 23(b)(2) and 23(b)(3) consisting of:

- a. All African American employees who are or were employed by the Company in any retail store or in the store Field Organization, for any length of time, between March 6, 1999 and December 9, 2005; and
- b. All African American applicants who applied for employment at the Company in any retail store or in the store Field Organization between March 6, 1999 and December 9, 2005, who were not hired on such application.

That Order further appointed the named plaintiffs O'Bannon, Moore and Hampton as class representatives and Plaintiffs' counsel, Goldstein, Demchak, Baller, Borgen & Dardarian, and Law Offices of Thomas A. Warren (collectively "Class Counsel"), as representatives and counsel, respectively, of the class.

4. The Preliminary Approval Order further approved and ordered notice to be given to the members of the two parts of the class (the "employee class" and the "applicant class"), informing class members of their rights to opt out of or object to the Settlement, to appear on their objections at the final approval hearing, and to submit claims to participate in the monetary relief provided by the Settlement subject to satisfying certain conditions specified in the Settlement. That Order also appointed a Settlement Administrator, Settlement Services, Inc. ("SSI"), to administer the notice and claims procedure established by the Settlement, as well as the Qualified Settlement Fund ("QSF") established to fund the Settlement's specified payouts.

5. The notice process ordered by the Court in the Preliminary Approval Order has been fully and fairly carried out. SSI has sent mail notice to all employee class members who could be located using addresses provided by Friedman's, forwarding addresses provided by USPS, and updated addresses that could be found using standard address tracing tools. SSI has caused written notice to applicant class members, for whom the parties did not have names or addresses, to be published in USA Today. The Court finds the notice that was given to the class to be the best practicable under the circumstances, adequate under Rule 23, and in compliance with due process.

6. The results of the notice and claims procedures administered by SSI are indicative of broad support of the class for the Settlement. Of the over 6,500 employee class members to whom notice was sent (and over 4,400 whose notices were successfully delivered), not one objected to the

Settlement, and none asked to be heard by the Court at the Final Approval Hearing. Neither did any applicant class member object to the Settlement. No employee class member or applicant class member opted out of the Settlement. A total of 654 class members filed claim forms, the large majority of which (632) were from employee class members. SSI will determine which of those claim forms state valid claims; it apparently believes the large majority of them are and on that basis projects per-employee class member recoveries of over \$500 and applicant class member recoveries of up to \$300. The Court finds these projected recovery numbers to be indicative of the fairness, adequacy, and reasonableness of the Settlement, in the circumstances in which it occurred.

7. The Court now confirms and makes final the certification of this case as a class action under Rule 23(b)(2) and (b)(3), and the appointment of Plaintiffs O'Bannon, Moore and Hampton as class representatives; the appointment of Class Counsel as the legal representatives of the class; and the class definition set forth in paragraph 3 above.

8. The Court now grants final approval to the settlement and finds all of its provisions fair, adequate and reasonable to the class and consistent with the requirements of approval of Rule 23(e). In particular, the Court finds the Settlement's monetary relief terms adequate to the class; its provision for enhancement payments to the named Plaintiffs, other Charging Parties, and certain other individuals whose efforts assisted the class recovery, and the amounts thereof, as set forth in Exhibit 5 to the Settlement, to be fair; the amount of attorneys' fees and costs to be paid to Class Counsel, as specified in Section VIII.A of the Settlement, to be fair; and the cost of settlement administration to be a cost fairly chargeable to the QSF established through the Settlement.

9. Upon the foregoing findings and orders, the Court shall enter the Consent Decree and ORDERS that:

- a. The parties shall comply with all provisions of the Consent Decree and shall fully implement all of its provisions pursuant to its terms; and
- b. The Court retains jurisdiction solely for the purpose of assuring that all provisions of the Settlement are carried out.

c. The parties shall inform the Court as soon as all payments required under the Settlement have been made and all of its provisions carried out, after which the Court shall dismiss the case with prejudice.

Dated: February 11th, 2009


UNITED STATES DISTRICT JUDGE