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 4 Attorneys for Petitioner Keith Compton

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 12 Telephone: (562) 256-1047
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 13 Attorneys for Petitioner Veronica Port

14 **AMERICAN ARBITRATION ASSOCIATION**

16 **KEITH COMPTON**, an individual on behalf
 17 of himself and all others similarly situated,
 18 and
 19 **VERONICA PORT**, as an individual, on
 20 behalf of herself, and on behalf of all persons
 similarly situated,
 21 Petitioners,
 22 vs.
 23 **SOUTHERN CALIFORNIA**
PERMANENTE MEDICAL GROUP
 24 Respondents.

American Arbitration Association Case No.
11 160 254 07

[San Diego County Superior Court No. 37-
 2007-00067538-CU-OE-CTL]

**FINAL JUDGMENT AND
 ORDER OF DISMISSAL WITH
 PREJUDICE**

Hearing Date: April 17, 2008
 Hearing Time: 9:00 a.m.

26 This matter having come before the Arbitrator for hearing, pursuant to the order of this
 27 Arbitrator dated January 17, 2008, on the application of the parties for final approval of the
 28

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

RECEIVED TIME APR. 17. 3:42PM

1 settlement set forth in the Settlement Agreement ("Agreement"). Due and adequate notice having
2 been given to the Class as required in said order, and the Arbitrator having considered all papers
3 filed and proceedings conducted in this action and otherwise being fully informed and good cause
4 appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

5 1. This Judgment incorporates by reference the definitions in the Agreement, and all
6 terms used herein shall have the same meanings as set forth in the Agreement.

7 2. For purposes of the Action, the Arbitrator has subject matter and personal
8 jurisdiction over the Parties, including all Settlement Class Members.

9 3. Pursuant to California Code of Civil Procedure Section 382, Rule 1859 of the
10 California Rules of Court and due process, the Arbitrator hereby finally approves the settlement set
11 forth in the Agreement and finds that such settlement is, in all respects, fair, reasonable and
12 adequate to the Settlement Class. The Arbitrator further finds that the Agreement and settlement set
13 forth therein were entered into in good faith following arms length negotiations and is non-
14 collusive.

15 4. The Settlement Class consists of the following:
16 "Any employee who worked in California for Southern California
17 Permanente Medical Group between October 1, 2004 and April 17,
18 2008 in the position of Analyst or Senior Analyst Consultant
19 Specialist (SACS)."

20 5. Excluded from the settlement are those persons who have submitted valid and timely
21 requests for exclusion. Every person in the Settlement Class who did not opt out is a Settlement
22 Class Member.

23 6. With respect to the Settlement Class Members, the Arbitrator finds and concludes
24 that: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class
25 Members in the Action is impracticable; (b) there are questions of law and fact common to the
26 Settlement Class Members that predominate over any individual questions; (c) the claims of
27 Petitioners are typical of the claims of the Settlement Class Members; (d) Petitioners and Class
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1 Counsel have fairly and adequately represented and protected the interests of the Settlement Class
2 Members; and (e) a class action is superior to other available methods for the fair and efficient
3 adjudication of the controversy.

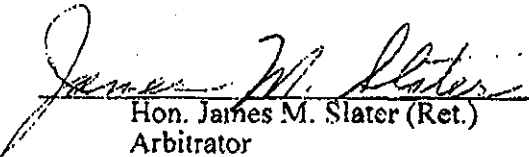
4 7. This action is hereby dismissed with prejudice as to Petitioners and all Settlement
5 Class Members. Upon approval of the settlement and entry of this Judgment and Order, Plaintiff
6 and each Settlement Class Member shall be deemed to have, and by operation of this Judgment and
7 Order, shall have fully and finally released any and all Released Claims as to the Released Parties.

8 9. The Arbitrator finds that the Notice provided to the Settlement Class Members were
9 the best notice practicable under the circumstances of these proceedings and of the matters set forth
10 therein, and that the Notice fully satisfies the requirements of California Code of Civil Procedure
11 Section 382, Rule 1859 of the California Rules of Court, due process and any other applicable laws.

12 10. Any order regarding the application for Class Counsel's attorneys' fees and
13 Plaintiffs' incentive fee shall in no way disturb or affect this Judgment and Order and shall be
14 considered separate from this Judgment and Order.

15 11. Without affecting the finality of this Judgment and Order in any way, this Arbitrator
16 hereby retains continuing jurisdiction over, inter alia: (a) interpretation, implementation and
17 enforcement of the settlement and the payments to be made under the settlement; (b) the hearing and
18 determination of applications for Class Counsel's attorneys' fees and costs and Petitioners'
19 incentive award; and (c) the enforcement and administration of the Agreement.

20
21 Dated: 4/17/08


22 Hon. James M. Slater (Ret.)
23 Arbitrator
24
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28

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American Arbitration Association Case No.
 11 160 254 07

[San Diego County Superior Court No. 37-
 2007-00067538-CU-OE-CTL]

**ORDER AWARDING
 ATTORNEYS' FEES AND LITIGATION
 EXPENSES TO CLASS COUNSEL**

Hearing Date: April 17, 2008
 Hearing Time: 9:00 a.m.

26
 27
 28
 ORDER AWARDING ATTORNEYS' FEES AND LITIGATION EXPENSES TO CLASS COUNSEL

1 This matter having come before the Arbitrator for hearing, pursuant to the order of the
2 Arbitrator dated January 17, 2008, on the application of Petitioners for consideration of approval of
3 the settlement and for consideration of the award of attorneys fees and costs. Due and adequate
4 notice having been given to the Class as required in said order, and the Arbitrator having considered
5 all papers filed and proceedings had herein and otherwise being fully informed of the premises and
6 good cause appearing therefor, it is

7 **HEREBY ORDERED THAT:**

8 1. The Arbitrator determines that an award of attorneys' fees and costs to class counsel
9 under the common fund doctrine in the collective amount of \$1,625,000.00, representing one-third
10 of the \$4,875,000.00 settlement value to the Class, is reasonable. Counsel for the Class performed
11 work which benefitted the Class and expended substantial time and effort in litigating this matter.
12 An award of attorney's fees in this amount compares favorable to the accepted benchmark of
13 attorney's fees awards in common fund cases.

14 2. The substantial recovery obtained and the results achieved, along with the risks
15 of the litigation, the skill required, quality of the work, the contingent nature of the fee, the financial
16 burden carried by Class Counsel, and awards made in similar cases, all justify the requested
17 attorneys' fee and cost award. The work of class counsel on behalf of the Class resulted in the
18 creation of a common fund with a total settlement value of \$4,875,000.00.

19 3. Class counsel prosecuted this case on a contingent basis. The Arbitrator finds that
20 there is a substantial difference between the risk assumed by attorneys being paid by the hour and
21 attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
22 with his fee. The attorney working on a contingent basis can only log hours while working without
23 pay towards a result that will hopefully entitle him to a market place contingent fee taking into
24 account the risk of the undertaking. Otherwise, the contingent fee attorney receives nothing. Class
25 Counsel subjected themselves to this contingent fee market risk in this all or nothing contingent fee
26 case wherein the necessity and financial burden of private enforcement makes the requested award
27 of one-third of the settlement value to the Class appropriate.

28

1 4. At the time this case was brought, the result was far from certain. Respondent's
 2 practice at issue here had been in place for years and Respondent's numerous defenses to the case
 3 created difficulties with proof and novel legal issues in the uncharted waters of overtime wages for
 4 class counsel to overcome. The very substantial risks of this litigation could have resulted in the
 5 Class receiving nothing if the claims were litigated.

6 3. In prosecuting this action, Class Counsel displayed the exemplary skill and expertise
 7 that is necessary to successfully prosecute this wage and hour class action which involved novel and
 8 difficult issues. In opposing the capable firm of Seyfarth & Shaw on a contingent fee basis, class
 9 counsel had to forego other employment on other cases so as to devote the necessary time and
 10 resources to this case.

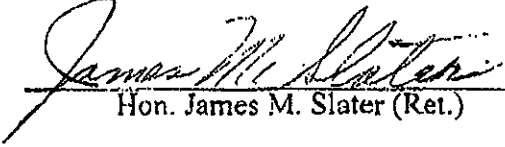
11 4. The Arbitrator finds that the named Petitioners performed their duties and roles as
 12 the class representatives admirably. The Arbitrator hereby awards Petitioners Compton and Port a
 13 Plaintiff's incentive and service award of \$25,000 each, which the Arbitrator finds to be fair and
 14 reasonable.

15 5. The Arbitrator further finds that class counsel advanced costs and incurred expenses
 16 in the amount of \$17,573.15 on behalf of the Class. These costs and expenses were reasonably
 17 necessary in the prosecution of the matter, and therefore, the Arbitrator awards class counsel
 18 \$17,573.15 for reimbursement of costs and expenses.

19 6. For all of the above reasons, the Arbitrator hereby awards \$1,607,426.85 to Class
 20 Counsel as attorneys' fees to be paid in accordance with the terms of the Stipulation and Settlement
 21 Agreement.

22 **IT IS SO ORDERED.**

23
 24 Dated: 4/17/08


 Hon. James M. Slater (Ret.)

26 K:\DNBB\Port\Final Approval\p-order-award fees and costs.wpd

CA367

F I L E D
Clerk of the Superior Court

APR 24 2008

By: *S. Ayer*
~~ACQUITTED~~, Deputy)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

VERONICA PORT, as an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP; and
Does 1 to 100.

Defendants.

CASE No. 37-2007-00067538-CU-OE-CTL

CLASS ACTION

~~[PROPOSED]~~ JUDGMENT AND
DISMISSAL WITH PREJUDICE

Hearing Date: April 24, 2008
Hearing Time: 8:30 a.m.

Judge: Hon. David B. Oberholtzer
Dept.: C-67

Action filed: May 30, 2007

1 The award of the arbitrator Hon. James M. Slater (Ret.) of the American Arbitration
2 Association dated April 17, 2008 in the above-entitled matter having been confirmed by an order of
3 this Court on April 24, 2008, and having directed that judgment be entered in accordance therewith;

4 IT IS ADJUDGED that judgment is hereby entered as set forth in the arbitration award and
5 that the action is hereby dismissed with prejudice.

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7 Dated: 4/24/08

DAVID B. OBERHOLTZER

Hon. David B. Oberholtzer

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Attorneys for Plaintiff Port and Class

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11 100 Drakes Landing Road, Suite 275
Greenbrae, CA 94904
12 Tel: (415) 461-6400
Attorneys for Petitioner Keith Compton and Class

FILED
Clerk of the Superior Court
APR 24 2008
By: *S. Olson*
Deputy

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SAN DIEGO**
16

17 VERONICA PORT, as an individual, on
18 behalf of herself, and on behalf of all persons
similarly situated,

19 Plaintiffs,

20 vs.

21 SOUTHERN CALIFORNIA
22 PERMANENTE MEDICAL GROUP; and
Does 1 to 100.

23 Defendants.
24
25

CASE No. 37-2007-00067538-CU-OE-CTL

CLASS ACTION

STIPULATION AND [PROPOSED]
ORDER TO CONFIRM ARBITRATION
AWARD

Hearing Date: April 24, 2008
Hearing Time: 8:30 a.m.
Judge: Hon. David B. Oberholtzer
Dept.: C-67

Action filed: May 30, 2007

1 This Stipulation ("Stipulation") is entered into between Plaintiff VERONICA PORT and
2 Petitioner KEITH COMPTON ("Plaintiffs"), and Defendant SOUTHERN CALIFORNIA
3 PERMANENTE MEDICAL GROUP ("Defendant"). The Plaintiffs and Defendant are collectively
4 referred to herein as "the Parties."

5 The Parties hereby agree and stipulate as follows:

6 1. The Parties submitted the claims of the Plaintiffs on behalf of themselves and a
7 similarly situated class to consolidated arbitration before Hon. James M. Slater (Ret.) of the
8 American Arbitration Association and agreed to return to this Court for confirmation of the
9 arbitration award at a later date;

10 2. The Parties reached a settlement of the claims asserted on behalf of the Settlement
11 Class defined as follows: "Any employee who worked in California for Southern California
12 Permanente Medical Group between October 1, 2004 and April 17, 2008 in the position of Analyst
13 or Senior Analyst Consultant Specialist (SACS)";

14 3. On April 17, 2008, after briefing and hearing regarding the settlement, the
15 arbitrator issued and entered the Final Judgment and Order of Dismissal with Prejudice. A true and
16 correct copy of this arbitration award is attached hereto as Exhibits #1;

17 4. The award was procured as a result of an arms-length and established process of the
18 American Arbitration Association wherein the arbitrator acted within his powers and authority in
19 making a determination in accordance with appropriate criteria established by the American
20 Arbitration Association and applicable law; and,

21 5. Pursuant to Code of Civil Procedure § 1285, et seq., the Parties hereby request that
22 the Court confirm the award of the arbitration and enter judgment and dismissal with prejudice of
23 the action in conformity therewith.

24 **IT IS SO STIPULATED AND AGREED.**

25 Dated: April 21, 2008

SEYFARTH & SHAW LLP

By: 

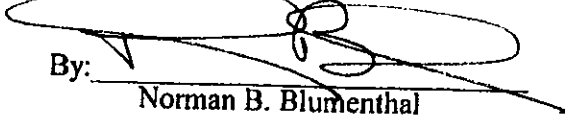
Maria C. Rodriguez
Attorneys for Defendant Southern California

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Permanente Medical Group

Dated: April 17, 2008

BLUMENTHAL & NORDREHAUG

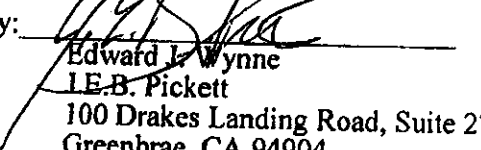
By: 
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Dated: April 17, 2008

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ORDER CONFIRMING ARBITRATION AWARD

The application of the Plaintiff for an order confirming an arbitration award came regularly this date for hearing by the Court. Based upon the Stipulation of the parties and proof having been made to the satisfaction of the court, the petition is granted,

IT IS HEREBY ORDERED that the arbitration award of Hon. James M. Slater (Ret.) of the American Arbitration Association dated April 17, 2008 and attached hereto is confirmed in all respects and that judgment be entered in conformity therewith.

Dated: 4/24/08

DAVID B. OBERHOLTZER

Hon. David B. Oberholtzer

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EXHIBIT 1

1 settlement set forth in the Settlement Agreement ("Agreement"). Due and adequate notice having
2 been given to the Class as required in said order, and the Arbitrator having considered all papers
3 filed and proceedings conducted in this action and otherwise being fully informed and good cause
4 appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

5 1. This Judgment incorporates by reference the definitions in the Agreement, and all
6 terms used herein shall have the same meanings as set forth in the Agreement.

7 2. For purposes of the Action, the Arbitrator has subject matter and personal
8 jurisdiction over the Parties, including all Settlement Class Members.

9 3. Pursuant to California Code of Civil Procedure Section 382, Rule 1859 of the
10 California Rules of Court and due process, the Arbitrator hereby finally approves the settlement set
11 forth in the Agreement and finds that such settlement is, in all respects, fair, reasonable and
12 adequate to the Settlement Class. The Arbitrator further finds that the Agreement and settlement set
13 forth therein were entered into in good faith following arms length negotiations and is non-
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15 4. The Settlement Class consists of the following:
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20 5. Excluded from the settlement are those persons who have submitted valid and timely
21 requests for exclusion. Every person in the Settlement Class who did not opt out is a Settlement
22 Class Member.

23 6. With respect to the Settlement Class Members, the Arbitrator finds and concludes
24 that: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class
25 Members in the Action is impracticable; (b) there are questions of law and fact common to the
26 Settlement Class Members that predominate over any individual questions; (c) the claims of
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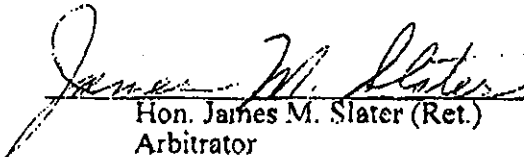
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7 Order, shall have fully and finally released any and all Released Claims as to the Released Parties.

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9 the best notice practicable under the circumstances of these proceedings and of the matters set forth
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17 enforcement of the settlement and the payments to be made under the settlement; (b) the hearing and
18 determination of applications for Class Counsel's attorneys' fees and costs and Petitioners'
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21 Dated: 4/17/08



Hon. James M. Slater (Ret.)
Arbitrator