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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAY 15 2014

Sherri R. Carter, Executive Officer/Clerk  
By Lara Ismael, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ROBERT SCOTT, Individually and On  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SERVICE CORPORATION  
INTERNATIONAL, a Texas corporation,  
SCI CALIFORNIA FUNERAL SERVICES,  
INC., a California corporation, EDEN  
MEMORIAL PARK MANAGEMENT CO.,  
a California corporation, EDEN  
MEMORIAL PARK ASSOCIATION, a  
California business entity, EDEN  
MEMORIAL PARK, a California business  
entity, JAMES R. BIBY, an individual and  
DOES 1 through 100.

Defendants.

Case No. BC421528

ASSIGNED FOR APPROVAL OF CLASS  
ACTION SETTLEMENT TO:  
Hon. Daniel Buckley, Dept. 1

ASSIGNED FOR TRIAL TO:  
Hon. Marc Marmaro, Dept. 37

~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT

1           WHEREAS, by orders dated May 4, 2012 and August 30, 2012, the Court certified the  
2 above entitled action to proceed as a class action (the "Class Action");

3           WHEREAS, the Class certified by the Court included:

4           A. All persons who purchased interment rights (plots), goods or services at  
5 Eden for use in an in-ground burial from February 7, 1985 through  
6 September 10, 2009; and/or

7           B. All persons who entered into agreements authorizing their family members  
8 to be interred at Eden for use in an in-ground burial from February 7, 1985  
9 through September 10, 2009; and/or

10           C. The authorized representative(s) of deceased persons who would have  
11 otherwise qualified under the definitions in Category (A) or Category (B)  
12 above pursuant to CCP § 377.30 *et seq.*

13 (the "Class");

14           WHEREAS, the Court approved plaintiffs Robert Scott, Sean Frank, Rabbi Howard  
15 Laibson, Barry Chapman, Warren Binder, Ivy Greenstein, Linda Pore, Miriam Sue Roth and  
16 Habib Naiem to serve as the Class Representatives (the "Class Representatives");

17           WHEREAS, the Court further appointed the law firm of Eagan Avenatti, LLP to serve as  
18 class counsel ("Class Counsel");

19           WHEREAS, the trial in this Class Action commenced on January 27, 2014 before the  
20 Honorable Marc Marmaro;

21           WHEREAS, the Class Representatives on behalf of themselves and the Class  
22 ("Plaintiffs"), on the one hand, and Defendants Service Corporation International and SCI  
23 California Funeral Services, Inc. ("Defendants"), on the other hand, reached a proposed  
24 settlement and compromise of the disputes between them in the Class Action;

25           WHEREAS, by an Order dated February 27, 2014, this Court granted Preliminary  
26 Approval of the Proposed Class Action Settlement and directed the Claims Administrator to  
27 provide Notice to the Class;

1           WHEREAS, after notice to the Class, the Court held a final approval hearing on May 15,  
2 2014, pursuant to Rule 3.769 of the California Rules of Court, for the purpose of determining:

- 3           1. Whether the terms and conditions of the proposed Class Action Settlement (the  
4 "Settlement"), attached hereto as Exhibit 1, are fair, reasonable and adequate sufficient  
5 for this Court to grant final approval of the Settlement;
- 6           2. Whether a Judgment should be entered pursuant to the terms of the Settlement binding  
7 all members of the Class who did not timely request exclusion from the Class;
- 8           3. Whether the Court should approve an award of attorneys' fees and costs to Class  
9 Counsel in the amount of \$23,500,000; and
- 10           4. Whether the Court should approve incentive awards to each of the nine Class  
11 Representatives in the amount of \$20,000 each.

12           AND NOW, having heard all persons properly appearing and requesting to be heard,  
13 having considered the papers submitted in support of the Motion for Final Approval of the Class  
14 Action Settlement and Application for Attorneys' Fees, Costs and Incentive Awards and the oral  
15 presentations of counsel, having considered all applicable law and having considered any  
16 objections properly made to the Settlement; the Court hereby finds that there is no just reason for  
17 delay of the entry of this Final Order Approving the Class Action Settlement (the "Final Order").

18 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 19           1. This Final Order adopts and incorporates the Settlement attached as Exhibit  
20 1, and its defined terms.
- 21           2. The Court has jurisdiction over the subject matter of the Class Action, the  
22 Settling Parties and all Class Members.
- 23           3. The Court finds that Notice of this Settlement, including the terms of the  
24 Settlement, the requested attorneys' fees and costs, and the requested incentive awards was  
25 mailed directly to all Class Members who could be identified with reasonable effort, as well as  
26 published in general publications and on a Settlement Website so that potential Class Members  
27 would be advised of the Settlement and its terms. The Court further finds that the aforementioned  
28 Notice fully and appropriately apprised Class Members of their rights to object to any aspect of

1 the Settlement or to exclude themselves from the Class so as not to be bound the terms of the  
2 Settlement Agreement. The form and method of notifying the Class fully complied with the  
3 requirements of the California Rules of Court, the California Code of Civil Procedure, the  
4 California Civil Code, the Constitution of the State of California, the United States Constitution,  
5 and any other applicable law and constituted the best notice practicable under the circumstances  
6 and constituted due and sufficient notice to the Class of the terms of the Settlement, the request  
7 for attorneys' fees and costs, the request for incentive awards and the date and location of the  
8 Final Approval Hearing.

9           4. The Court finds that the Settlement Agreement was the product of serious,  
10 informed, non-collusive negotiations conducted at arms' length by the Parties. In making this  
11 finding, the Court considered the nature of the claims, the amounts and kinds of benefits paid in  
12 Settlement, the allocation of Settlement proceeds among the Class Members, and the fact that a  
13 settlement represents a compromise of the Parties' respective positions rather than the result of a  
14 finding of liability at trial. The Court further finds that the terms of the Settlement Agreement  
15 have no obvious deficiencies and do not improperly grant preferential treatment to any individual  
16 Class Member. Accordingly, the Court finds that the Settlement Agreement was entered into in  
17 good faith, pursuant to Section 877.6 of the California Code of Civil Procedure.

18           5. The Court finds that the Settlement is fair, reasonable and adequate in all  
19 respects, and is in the best interest of all Class Members, including the Class Representatives.  
20 The Court has considered the relevant factors for determining whether to grant final approval of a  
21 class action settlement, and finds that this Settlement is supported by all relevant factors.

22           6. The Court directs the Parties and the Claims Administrator to perform all  
23 requirements of the Settlement according to its terms as set forth in the Settlement Agreement.

24           7. The Court hereby approves the payment of the monetary benefits to those  
25 Class Members who timely submit Claims which are approved by the Claims Administrator in  
26 the amount required by the Settlement Agreement and in accordance with the terms of the  
27 Settlement Agreement.

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1           8.       The Court hereby approves an award of incentive payments to each of the  
2 nine Class Representatives in the amount of \$20,000 each. The Court finds that the incentive  
3 awards requested for the nine Class Representatives are fair, reasonable and appropriate in light  
4 of the time, effort, dedication and risks incurred by these individuals for the benefit of the Class.  
5 The Court has considered the relevant factors for determining whether to grant final approval of  
6 incentive awards, and finds that the requested incentive awards are supported by all relevant  
7 factors. Accordingly, the Court orders that incentive payments in the amount of \$20,000 be paid  
8 from the Settlement Fund to each of the nine Class Representatives, for a combined total of  
9 \$180,000, pursuant to the terms of the Settlement Agreement.

10           9.       The Court hereby approves an award of attorneys' fees and costs to Class  
11 Counsel, Eagan Avenatti, LLP, in the amount of \$23,500,000. The Court finds that Class  
12 Counsel worked approximately 27,798 hours during the last four and half years of this litigation  
13 and incurred approximately \$18,785,150 in legal fees based on reasonable hourly rates for  
14 attorneys practicing complex class action litigation in the Los Angeles market. The Court further  
15 accepts Class Counsel's estimate that it will incur at least an additional \$150,000 in legal fees in  
16 the upcoming months overseeing the performance of the Settlement, and responding to calls and  
17 requests by Class Members. The Court further finds that Class Counsel incurred approximately  
18 \$4,587,719 in expenses on behalf of the Class. The Court finds that the amount of time and costs  
19 spent by Class Counsel litigating this case was necessary and appropriate based on, among other  
20 things, the potential damages sought in this class action, the importance of the subject matter to  
21 the Class, the substantial amount of law and motion practice required by this lawsuit (as reflected  
22 in the Court docket), the substantial amount of discovery conducted in this lawsuit (as detailed in  
23 Plaintiffs' Application For Attorneys' Fees, Costs and Incentive Awards and the supporting  
24 papers), the substantial amount of time and effort required to achieve the preliminary injunction  
25 in this matter, the formidable opposition presented by Defendants, and the time and effort  
26 required to prepare for and conduct a class action jury trial of this magnitude. Pursuant to  
27 California's lodestar method, the Court finds that awarding a 1.0 multiplier to Class Counsel's  
28 attorneys' fees is more than reasonable and appropriate given the substantial risks incurred by

1 Class Counsel, the quality of Class Counsel's representation, the complexity of the legal issues  
2 involved and the substantial benefits achieved in this Settlement for the Class. The Court has  
3 considered the relevant factors for determining the appropriate amount of attorneys' fees and  
4 costs under California's lodestar method, and finds that the requested attorneys' fees and costs are  
5 supported by all relevant factors. Accordingly, the Court orders that attorneys' fees and costs in  
6 the amount of \$23,500,000 be paid from the Settlement Fund to Eagan Avenatti, LLP pursuant to  
7 the terms of the Settlement Agreement.

8 10. The Court orders that the Claims Administrator, Gilardi & Co. LLC, be  
9 paid pursuant to the terms of the Settlement Agreement.

10 11. Any objections to the Settlement that were filed by Class Members, and  
11 were not subsequently withdrawn prior to the Final Approval Hearing, have been considered by  
12 the Court and are hereby overruled. Any Class Member who did not make an objection in the  
13 time and manner provided by the Preliminary Approval Order is deemed to have waived such  
14 objection and forever shall be foreclosed from making any objection to the fairness or adequacy  
15 of the proposed settlement as incorporated in the Settlement Agreement, the payment of  
16 attorneys' fees and costs, the payment of incentive awards or the Final Approval Order and  
17 Judgment.

18 12. On the Effective Date, the Class Representatives and all Class Members  
19 who did not timely and properly request exclusion are forever enjoined and permanently barred  
20 from instituting, commencing or prosecuting any and all Released Claims as set forth in Section 5  
21 of the Settlement against any of the Defendants. As a result of this Settlement and the Releases  
22 therein, the Class Representatives and each member of the Class who did not timely and properly  
23 request exclusion has waived any and all rights that he or she may have under any statute,  
24 common law principle, or in equity that would limit the effect of the Release set forth in Section 5  
25 of the Settlement Agreement as to the Released Claims. The Class Representatives and each  
26 member of the Class who did not timely and properly request exclusion may hereafter discover  
27 facts in addition to or different from those which he or she now knows or believes to be true with  
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1 respect to the Released Claims, but by operation of this Judgment, shall have fully, finally and  
2 forever settled and released any and all Released Claims.

3 13. On the Effective Date, Defendants are permanently barred from instituting,  
4 commencing or prosecuting any and all Released Claims as set forth in Section 6 of the  
5 Settlement against any of the Class Representatives or Class Members who did not request timely  
6 exclusion from the Class. As a result of this Settlement and the Releases therein, Defendants  
7 have waived any and all rights that they may have under any statute, common law principle, or in  
8 equity that would limit the effect of the Release set forth in Section 6 of the Settlement  
9 Agreement as to the Released Claims. Defendants may hereafter discover facts in addition to or  
10 different from those which they know or believe to be true with respect to the Released Claims,  
11 but by operation of this Judgment, shall have fully, finally and forever settled and released any  
12 and all Released Claims.

13 14. The Court shall retain jurisdiction over the Settling Parties, the Class  
14 Members, and this Class Action, only with respect to matters arising out of, or in connection with,  
15 the Settlement, and may issue such orders as necessary to implement the terms of the Settlement.

16 15. The Settlement Agreement and any and all negotiations, documents and  
17 discussions associated with it, shall not be deemed or construed to be an admission or evidence of  
18 any violation of any statute, law, rule, regulation or principle of common law or equity, of any  
19 liability or wrongdoing by Defendants or the truth of any of the claims, and evidence relating to  
20 the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, in  
21 any other action or proceeding, except for purposes of demonstrating, describing, implementing  
22 or enforcing the terms and conditions of the Settlement Agreement, this Final Approval Order  
23 and/or the Judgment.

24  
25 **IT IS SO ORDERED.**

26  
27 Dated: May 15, 2014

28   
Honorable Daniel Buckley