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F I L E D
Clerk of the Superior Court

JUN 14 2019

By: R. Willis, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CATHIE CRUZ, SHANNON DALE PRICE,
CHERYL EDGEMON, ROBERT
DAVENPORT, PATRICK BERGERON, and
MARY SCHNURER, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SYNAPSE GROUP, INC., a Delaware
corporation; SYNAPSECONNECT, INC., a
Delaware corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO. 37-2018-00032240-CU-MC-CTL
CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR (1) FINAL APPROVAL OF
SETTLEMENT; (2) AWARD OF
ATTORNEYS' FEES AND LITIGATION
EXPENSES; (3) SERVICE AWARDS TO
CLASS REPRESENTATIVES; AND
(4) APPROVAL OF *CY PRES*
RECIPIENT; AND ENTERING
JUDGMENT**

[IMAGED FILE]

1 Pending before the Court is the Motion for (1) Final Approval of Settlement; (2) Award of
2 Attorneys' Fees and Litigation Expenses; (3) Service Awards to Class Representatives; and
3 (4) Approval of *Cy Pres* Recipient ("Motion for Final Approval") relating to the settlement
4 ("Settlement") between plaintiffs Cathie Cruz, Shannon Dale Price, Cheryl Edgemon, Robert
5 Davenport, Patrick Bergeron, and Mary Schnurer ("plaintiffs") and defendants Synapse Group,
6 Inc. and SynapseConnect, Inc. (together "Synapse" or "defendants").

7 WHEREAS, on March 1, 2019, this Court entered the Preliminary Approval Order
8 (ROA# 58) preliminarily approving the Settlement pursuant to the Settlement Agreement, which
9 sets forth the terms and conditions of the Settlement;

10 WHEREAS, counsel for the Parties appeared before this Court on June 14, 2019, at which
11 time plaintiffs requested final approval of the Settlement and Class Counsel requested the other
12 relief set forth in the Motion for Final Approval;

13 WHEREAS, due and adequate notice of the Settlement having been given pursuant to the
14 Preliminary Approval Order and the Agreement, and the Court having considered all papers filed
15 and proceedings had herein, and good cause appearing,

16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

17 1. All terms and phrases in this Order shall have the same meanings ascribed to them
18 in the Agreement, unless otherwise noted.

19 2. The Court finds and determines that the notice procedure implemented in this
20 Action provides for the best notice practicable under the circumstances, and that such notice
21 procedure satisfies the requirements of California Rules of Court, rule 3.769, and due process.

22 3. The Court finds and determines that, having been properly notified of the
23 Settlement, no Class Member has objected to any aspect of the Settlement.

24 4. The Court finds and determines that the terms of the Settlement are fair, reasonable,
25 and adequate to the Class and the Class Members. The Court further finds and determines that
26 settlement of the Action at this time will avoid substantial additional costs by all Parties, as well as
27 the delay and risks that would be presented by the further prosecution of the Action. The Court
28 hereby grants final approval of the Settlement, approves the Agreement and each of the terms set

1 forth therein, and directs the Parties to effectuate and consummate the Settlement's terms as set
2 forth in the Agreement and this Order.

3 5. In giving final approval of the Settlement, the Court finds and determines that the
4 Class Members include all persons who did not exclude themselves from the Settlement Class,
5 which is defined in the Agreement and the Preliminary Approval Order as:

6 All individuals in California who, between May 17, 2012 and October 8, 2018,
7 were enrolled by Synapse in an automatic renewal or continuous service magazine
8 subscription. Excluded from the Class are all employees of Synapse, all employees
9 of plaintiffs' counsel, and the judicial officers to whom this case is assigned.

10 6. The following persons submitted timely and valid requests for exclusion from the
11 Settlement Class, and as a result such persons are excluded from the Settlement, will not share in
12 the Settlement, and will not be bound by the Settlement's release:

Name
JERO, JAN
MARROCCO, KATHY
OLDS, STEVE
STEPTOE, LACHRISTIAN
JACOBS, RICHARD
KANEDA, KEITH
OSVALDO, PEREZ
HORNE, ELISABETH
LIU, LIJUAN
NUNES, GABRIEL
CHEN, ZEKUN
SEAHOLM, MARLENE
BALTAZAR, JOSE

Name
LEACHMAN, VIRGINIA
HALL, DON
TATE, JOSEPH
HOORNSTRA, JON
NELSON, BELINDA
SKINCARE, RENEW MASSAGE
CASSINGHAM, SHARI
FARMER, SAUNDRA
NUNES, GABRIEL
LIU, XIAOQIAO
MIYAGISHIMA, DOROTHY
GILBERT, ERIC

22 7. The Court grants Class Counsel's motion for an award of attorneys' fees in the
23 amount of \$1,892,400, plus reimbursement of litigation expenses in the amount of \$108,541.36.
24 The Court finds that the attorneys' fees are justified as a percentage of the class recovery under the
25 common fund doctrine and under the lodestar/multiplier approach; that the fee award is warranted
26 in light of the time Class Counsel invested in the case, the risk Class Counsel undertook in
27 prosecuting the actions on a contingency basis, the results achieved, the novelty of the legal issues,
28 and the skill with which Class Counsel presented plaintiffs' claims; and the litigation expenses

1 were reasonably incurred in the prosecution of the litigation. These amounts shall be paid from the
2 Settlement Amount in accordance with the Settlement Agreement.

3 8. The Court grants the request for service payments to the named plaintiffs and Class
4 Representatives, as follows: \$15,000 to Shannon Dale Price; \$10,000 each to Cathie Cruz and
5 Cheryl Edgemon; and \$5,000 each to Robert Davenport, Patrick Bergeron, and Mary Schnurer.
6 The Court finds that these payments are justified in light of the time that the Class Representatives
7 spent, the risk they undertook, and the recovery obtained in representing the interests of the Class.
8 These amounts shall be paid from the Settlement Amount in accordance with the Settlement
9 Agreement.

10 9. The Court finds that the fees and expenses of the Settlement Administrator, CPT
11 Group, Inc., in the amount of \$393,500, are fair and reasonable. Such payment shall be made
12 from the Settlement Amount.

13 10. Defendants shall pay to the Settlement Administrator the remaining \$3,980,000 of
14 the Settlement Amount within ten (10) days after entry of Judgment. Thereafter, the Settlement
15 Administrator shall proceed with payment of the attorneys' fees, litigation expenses, Class
16 Representative service payments, and distribution to the Participating Class Members, in
17 accordance with the Settlement Agreement and this Order.

18 11. The Court approves the proposed *cy pres* recipients, Consumer Federation of
19 California and San Francisco Consumer Action, each to receive 50% of any residual settlement
20 funds due to uncashed settlement checks. The Settlement Administrator is ordered to pay any *cy*
21 *pres* amounts pursuant to the terms of the Settlement Agreement.

22 12. Plaintiffs and all Class Members who did not exclude themselves from the
23 Settlement are bound by the terms of the Settlement Agreement and this Order and Judgment.

24 13. Pursuant to Section IV.C. of the Settlement Agreement, within three months after
25 entry of this Judgment and for a period of at least two years thereafter, defendants shall implement
26 and maintain business practices with respect to automatic renewal magazine subscriptions in the
27 State of California that are consistent with said Section IV.C.

28 14. Pursuant to Section IX of the Settlement Agreement, immediately upon payment by

1 defendants of the full Settlement Amount, all of the claims to be released by plaintiffs and Class
2 Members shall be released.

3 15. To provide notice to the Class pursuant to California Rules of Court, rule 3.771(b),
4 the Parties are further ordered to cause a copy of this Final Approval Order and Judgment to be
5 posted by the Settlement Administrator on the Settlement Website.

6 16. Without affecting the finality of this Final Approval Order and Judgment, pursuant
7 to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h),
8 this Court retains continuing jurisdiction over the subject matter of the Action, the Class
9 Representatives, the Settlement Class Members, and the defendants to administer the matters set
10 forth in the Agreement and implement and enforce the Agreement.

11 IT IS SO ORDERED.

12 DATED: JUN 14 2019, 2019

RONALD F. FRAZIER

Hon. Ronald F. Frazier
Judge of the Superior Court

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