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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

KEVIN LE and JOHN NGUYEN, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

TOSHIBA AMERICA INFORMATION
SYSTEMS, INC.; VOLT SERVICES
GROUP; VOLT INFORMATION
SCIENCES, INC.; VOLT TECHNICAL
RESOURCES, LLC,

Defendants.

AAA Case No. 11 160 02033 04

Orange County Superior Court Case
No. 04 CC04108

**ARIBTRATOR'S ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

The parties have brought the matter of a proposed settlement of this dispute has come before me for consideration and assessment. In March, 2006, Plaintiffs Kevin Le and John Nguyen (hereinafter "Plaintiffs" or "Le" and "Nguyen"), on behalf of themselves and the class they represent, entered into a "Stipulation Regarding Settlement and Release of Claims" (hereinafter the "Stipulation") with Defendants Toshiba America Information Systems, Inc. ("TOSHIBA"), and Volt Technical Resources, LLC, erroneously sued as "Volt Services Group" and "Volt Information Sciences, Inc." ("VOLT"), to settle (1) the class action filed by Plaintiffs on March 22, 2004 in Orange County Superior Court, Case No. 04 CC04108 (hereinafter the "Civil Lawsuit"), and (2) the related arbitration filed with the American Arbitration Association, AAA Case No. 11 160 02033 04 (hereinafter the "AAA Arbitration.") (Plaintiffs and Defendants are collectively referred to hereafter as the "Parties" and the Civil Lawsuit and the AAA Arbitration are collectively referred to hereafter as the "Lawsuit"). The settlement of all disputes arising from the Civil Lawsuit and AAA Arbitration are set forth in the Stipulation filed with me on or about March 31, 2006.

1 Pursuant to the Joint Motion of the parties, supported by points and authorities and
2 Declarations, on March 31, 2006, I conducted a telephonic preliminary hearing with counsel for
3 all Parties for the purpose of, among other things, determining whether the terms of the settlement
4 set forth in the Stipulation are fair, reasonable and adequate, and in the best interest of the
5 proposed settlement class. Peter Hart and Jennifer Kramer of Kramer & Jacob, LLP appeared on
6 behalf of the Plaintiffs at the hearing, Keith Jacoby and Tony Skogen of Littler, Mendelson, APC
7 appeared on behalf of Defendant TOSHIBA, and Ryan McCortney and Janella Simpson appeared
8 on behalf of Defendant VOLT.

9 At the hearing the Arbitrator heard arguments and made inquiries concerning the
10 bargaining and process used by the parties to achieve preliminary resolution, the issues resolved in
11 the matter, the factual and legal issues and uncertainties in certain areas of the claims, the amount
12 of damages potentially available, the costs and process of administration, and related issues.
13 Having reviewed the papers and documents presented, heard the statements of counsel, and
14 considered the papers, the arguments of counsel, and applicable law, the Arbitrator makes the
15 following findings and rulings:

16 **IT IS HEREBY ORDERED:**

17 1. The Arbitrator hereby GRANTS preliminary approval of the terms and conditions
18 contained in the Stipulation as it relates to those employees of TOSHIBA and VOLT within the
19 jurisdiction of the Arbitrator. The Arbitrator preliminarily finds that the terms of the Stipulation
20 are fair, reasonable, and adequate, pursuant to the provisions of Section 382 of the California Code
21 of Civil Procedure, as approved for use by the California Supreme Court in Vasquez v. Superior
22 Court, 4 Cal. 3d 800, 821 (1971), and pursuant to AAA Supplementary Rules for Class
23 Arbitrations. In making this finding I specifically find that the proposed resolution and allocation
24 is fair given the legal uncertainties concerning the statute of limitations in current case law, and
25 that the allocation between years determined by the parties faithfully reflects the uncertainties in
26 the legal literature.

27 2. The Arbitrator hereby preliminarily finds that the Stipulation was the product of
28 serious, informed, non-collusive negotiations conducted at arms' length by the Parties. In making

1 this preliminary finding, the Arbitrator considered the nature of the claims; the amounts and kinds
2 of benefits paid in settlement; the allocation of settlement proceeds among the class members; the
3 financial condition of the Parties; the fact that Defendants, and each of them, do not admit any
4 liability and do not characterize this settlement as an admission of liability as to any claim that was
5 or could have been asserted by Plaintiffs or any class member; and the fact that the settlement
6 represents a compromise of the Parties' respective positions rather than the result of a finding of
7 liability at trial. The Arbitrator further preliminarily finds that the terms of the Stipulation have no
8 obvious deficiencies and do not improperly grant preferential treatment to any individual class
9 member, but rather faithfully reflect the strengths of various parts of the class as measured by the
10 facts and uncertainties in current case law. Accordingly, the Arbitrator preliminarily finds that the
11 Stipulation was entered into in good faith, pursuant to Section 877.6 of the California Code of
12 Civil Procedure.

13 3. The Arbitrator hereby GRANTS conditional certification of the provisional
14 settlement class, in accordance with the Stipulation for the purposes of this settlement only.

15 4. The Arbitrator hereby APPROVES Rust Consulting as the Claims Administrator
16 for the purpose of this settlement.

17 5. The Arbitrator hereby APPOINTS Peter Hart and Jennifer Kramer of Kramer &
18 Jacob, LLP as Class Counsel.

19 6. The Arbitrator hereby APPROVES Plaintiffs Kevin Le and John Nguyen as class
20 representatives for the settlement class.

21 7. The Arbitrator hereby APPROVES the proposed "Notice of Proposed Class Action
22 Settlement and Final Fairness and Approval Hearing –Claim Form Attached" ("Class Notice"),
23 attached hereto as Appendix "A". The Arbitrator finds that the Class Notice along with the related
24 notification materials constitute the best notice practicable under the circumstances and are in full
25 compliance with the laws of the State of California, the applicable AAA rules, Federal Rules of
26 Civil Procedure, to the extent applicable, the United States Constitution, and the requirements of
27 due process. The Arbitrator further finds that the notifications fully and accurately inform the
28 Class Members of all material elements of the proposed settlement, of the Class Members' right to

1 be excluded from the class, and of each Class Member's right and opportunity to object to the
2 settlement. The Claims Administrator shall mail the Class Notice to those Class Members within
3 the jurisdiction of the Arbitrator via first class mail to the last known address of each Class
4 Member within twenty (20) business days of the date of whichever order granting preliminary
5 approval of the settlement and Class Notice is entered last by the Arbitrator or the Court.

6 8. The Arbitrator hereby APPROVES the proposed Class Action Settlement Claim
7 Form ("Claim Form"), attached hereto as a portion of Appendix "A", for use in administering the
8 settlement. The Claims Administrator shall mail the Claim Forms to those Class Members within
9 the jurisdiction of the Arbitrator along with the Class Notice within twenty (20) business days of
10 the date of whichever order granting preliminary approval of the settlement and Class Notice is
11 entered last by the Arbitrator or the Court. Class members shall have forty five (45) days from the
12 date that the Claims Administrator mails the Class Notice and Claim Form to properly complete
13 the Claim Form, sign it under penalty of perjury, and to return it by mail to the Claims
14 Administrator. Additional time may be provided to a Class Member upon a showing of good
15 cause as determined by the Arbitrator. Class members on active military duty shall have up to
16 eighteen (18) months after the initial mailing of the Class Notice to return a properly completed
17 Claim Form, signed under penalty of perjury, to the Claims Administrator. Claim Forms
18 postmarked after the aforementioned deadline shall be deemed untimely and such claims shall be
19 denied.

20 9. The Arbitrator hereby APPROVES the proposed procedure for Class Members to
21 request exclusion from the class. Class Members shall have forty five (45) days from the date that
22 the Claims Administrator mails the Class Notice to opt out of the class by mailing to the Claims
23 Administrator a signed statement requesting exclusion from the class in accordance with the
24 instructions in the Class Notice. Any Class Member who submits a valid and timely request for
25 exclusion shall no longer be a member of the class, shall be barred from participating in this
26 settlement and shall receive no benefit from this settlement.

27 10. The Arbitrator further ORDERS that each Class member shall be given a full
28 opportunity to object to the terms of the proposed settlement as set forth in the Stipulation,

1 including but not limited to the Enhancement payments to Le and Nguyen for serving as class
2 representatives and Class Counsel's request for attorneys' fees, and to participate at a final fairness
3 and approval hearing on a date to be agreed to by the parties, approved by the Arbitrator, and set
4 forth in the Class Notice. Class Members who do not opt out of the class or request exclusion
5 from the class shall have up to twenty-one (21) days before the final fairness and approval hearing
6 to object to the settlement in writing and to serve such objection by first-class mail on Class
7 Counsel, counsel for Defendant TOSHIBA, and counsel for Defendant VOLT. Any Class
8 Member who fails to file and serve a timely written objection shall be foreclosed from objecting to
9 the settlement, unless otherwise ordered by the Arbitrator. Counsel for the respective Parties shall
10 have up to seven (7) days before the final fairness and approval hearing to submit points and
11 authorities in response to any objections by Class Members.

12
13 **IT IS SO ORDERED:**

14
15 Dated: _____

16 **RICHARD A. PAUL, IMPARTIAL ARBITRATOR**