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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANNE WOLF, ROBIN SERGI,
ANTHONY FEHRENBACH, and
CARLOS ROMERO individually, and
on behalf of other members of the
general public similarly situated,

Plaintiff,

v.

HEWLETT PACKARD COMPANY,

Defendant.

Case No. 5:15-cv-01221-TJH-GJS

FINAL JUDGMENT

**Judge: Hon. Terry J. Hatter
Courtroom: 149B**

1 This matter came before the Court for a hearing on November 5, 2017, on the
2 application of the Settling Parties for approval of the Settlement set forth in the
3 Settlement Agreement and Release dated July 31, 2017 (“Settlement” or “Settlement
4 Agreement”). Due and adequate notice having been given to the Class, and the Court
5 having considered all papers filed and proceedings had herein and otherwise being fully
6 informed in the premises and good cause appearing therefore, IT IS HEREBY
7 ORDERED, ADJUDGED AND DECREED that:

- 8 1. This Judgment incorporates by reference the Order re: Motion for Final
9 Approval of Class Settlement [Dkt. ___] and Motion for an Award of
10 Attorneys’ Fees and Reimbursement of Expenses [Dkt. ___], issued by the
11 Court on ___, 2018 (the “Final Approval Order”). This Judgment also
12 incorporates by reference the definitions in the Settlement Agreement, and
13 all terms used herein shall have the same meanings as set forth in the
14 Settlement Agreement, unless otherwise set forth herein.
- 15 2. This Court has jurisdiction over the subject matter of the Action and over all
16 of the parties to the Action.
- 17 3. As fully set forth in the Final Approval Order and pursuant to Rule 23 of the
18 Federal Rules of Civil Procedure, the Court finally certifies the Settlement
19 Class for the purpose of administering the Settlement. The Settlement Class
20 is defined as: all persons or entities residing in the States of California and
21 Texas who purchased an HP LaserJet Pro P1102w Printer, as well as all
22 persons or entities residing in California who purchased an HP LaserJet Pro
23 200 Color MFP M276nw printer, between April 1, 2014, and the present.
24 Excluded from the Class are any employees of HP, its parents, affiliates, or
25 subsidiaries; the Judge or Magistrate Judge to whom the Actions are
26 assigned; and, any member of those Judges’ staffs or immediate families.
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1 With respect to the Settlement Class, this Court finds, solely for the purposes
2 of the Settlement, that the prerequisites for a class action under Rules 23(a)
3 and (b)(3) of the Federal Rules of Civil Procedure have been satisfied.

4 4. The Class Notice provided to the Settlement Class conforms with the
5 requirements of Federal Rule of Civil Procedure 23, the California and
6 United States Constitutions, and any other applicable law, and constitutes
7 the best notice practicable under the circumstances of those proceedings and
8 the matters set forth therein, by providing individual notice to all Class
9 Members who could be identified through reasonable effort, and by
10 providing due and adequate notice of the proceedings and of the matters set
11 forth therein to the other Class Members. The notice fully satisfied the
12 requirements of Rule 23 of the Federal Rules of Civil Procedure, the
13 requirements of due process and any other applicable law.

14 5. The Court finds the settlement was entered into in good faith, that the
15 settlement is fair, reasonable and adequate, and that the settlement satisfies
16 the standards and applicable requirements for final approval of this class
17 action settlement under California and federal law, including the provisions
18 of Federal Rule of Civil Procedure 23. The settlement falls within the range
19 of possible approval as fair, adequate and reasonable, appears to be the
20 product of arms-length and informed negotiations, and treats all members of
21 the Settlement Class fairly.

22 6. No Class Members have objected to the terms of the Settlement.

23 7. Three Class Members/ have requested exclusion from the Settlement.

24 8. Upon entry of this Order, compensation to the participating members of the
25 Settlement Class shall be effected pursuant to the terms of the Settlement
26 Agreement.
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- 1 9. In addition to any recovery that Plaintiffs may receive under the Settlement,
2 and in recognition of the Plaintiffs’ efforts and risks taken on behalf of the
3 Settlement Class, the Court hereby approves the payment of an incentive
4 award to the Plaintiff Anne Wolf, in the amount of \$5,000, and as to the
5 other Named Plaintiffs in the amount of \$2,000 each.
- 6 10. The Court approves the payment of attorneys’ fees to Class Counsel in the
7 sum of \$ _____, and the reimbursement of litigation expenses in
8 the sum of \$ _____.
- 9 11. The Court approves and orders payment in an amount commensurate with
10 KCC’s actual costs, and not to exceed \$ _____ to KCC for
11 performance of its settlement claims administration services.
- 12 12. Upon the Effective Date, the Plaintiffs and all members of the Settlement
13 Class, except the excluded individuals referenced in paragraph 8 of this
14 Order, shall have, by operation of this Order and the accompanying
15 Judgment, fully, finally and forever released, relinquished, and discharged
16 the Released Parties, defined in Section 2.26 of the Settlement Agreement as
17 Defendant HP Inc. (“HP”), and each of its employees, assigns, attorneys,
18 agents, and all of its past, present, and future officers and directors; all of
19 HP’s parents, subsidiaries, divisions, affiliates, predecessors, and successors,
20 and each of their respective employees, assigns, attorneys, agents, resellers
21 and past, present and future officers and directors; and any and all persons,
22 entities, or corporations involved in any way in the sale, distribution or
23 advertising of HP LaserJet Pro P1102w printers and/or HP LaserJet Pro 200
24 Color MFP M276nw printers, from the Released Claims, defined in Section
25 XVI of the Settlement Agreement as any and all claims, causes of action,
26 suits, obligations, debts, demands, agreements, promises, liabilities,
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1 damages, losses, controversies, costs, expenses, and attorneys' fees of any
2 nature whatsoever, whether based on any federal law, state law, common
3 law, territorial law, foreign law, contract, rule, regulation, any regulatory
4 promulgation (including, but not limited to, any opinion or declaratory
5 ruling), or equity, whether known or unknown, suspected or unsuspected,
6 asserted or unasserted, foreseen or unforeseen, actual or contingent,
7 liquidated or unliquidated, punitive or compensatory, as of the date of the
8 Final Approval Order, that: (i) were brought or that could have been brought
9 against the Released Parties, or any of them, and that arise out of or are
10 related in any way to any or all of the acts, omissions, facts, matters,
11 transactions, or occurrences that were or could have been directly or
12 indirectly alleged or referred to in the Action (including, but not limited to
13 alleged violations of state consumer protection, unfair competition, and/or
14 false or deceptive advertising statutes (including, but not limited to, Cal.
15 Bus. & Prof. Code § 17200 et seq., Cal. Bus. & Prof. Code § 17500 et seq.,
16 Cal. Civ. Code § 1750 et seq. and Texas Business and Commerce Code, §§
17 17.50, et seq.)); declaratory or injunctive relief, and other equitable claims or
18 claims sounding in contract and tort; and (ii) arise out of or relate in any way
19 to the availability of the Smart Install feature on HP LaserJet Pro P1102w
20 printers and/or HP LaserJet Pro 200 Color MFP M276nw printers, including
21 but not limited to, all claims that relate in any way to allegations that HP
22 represented that certain HP LaserJet Pro P1102w printers and/or HP LaserJet
23 Pro 200 Color MFP M276nw printers would come equipped with the Smart
24 Install feature, when in fact the printers did not have the Smart Install
25 feature available. Upon the Effective Date, Plaintiffs and all members of the
26 Settlement Class shall be and are hereby permanently barred and enjoined
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1 from the institution or prosecution of any and all of the Released Claims
2 against any and all of the Released Parties under the terms of the Settlement
3 Agreement.

4 13. Upon completion of administration of the Settlement, the Parties shall file a
5 declaration setting forth that claims have been paid and that the terms of the
6 settlement have been completed.

7 14. This “Judgment” is intended to be a final disposition of the above captioned
8 action in its entirety, and is intended to be immediately appealable.

9 15. Neither the Settlement Agreement nor the Settlement contained herein, nor
10 any act performed or document executed pursuant to or in furtherance of the
11 Settlement Agreement or Settlement is or may be deemed to be or may be
12 used as an admission of, or evidence of: (a) the validity of any Released
13 Claim, or of any liability, fault or other wrongdoing of any kind; (b) any
14 liability, fault, misrepresentation or omission with respect to any advertising
15 or any other statement; (c) the validity or invalidity of any claims asserted by
16 the Plaintiffs or the amount of recoverable damages in connection with those
17 claims; or (d) any infirmity in the defenses that have been or could have
18 been asserted in the Action.
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20 16. The Released Parties may file the Settlement Agreement and/or the Final
21 Judgment in any action that may be brought against them in order to support
22 a defense or counterclaim based on principles of *res judicata*, collateral
23 estoppel, release, good faith settlement, or any other theory of claim
24 preclusion or issue preclusion or similar defense or counterclaim.

25 17. The Action is dismissed with prejudice, permanently barring the Plaintiffs
26 and all other members of the Settlement Class (other than those members of
27 the Settlement Class who timely and validly opted out of the settlement)
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1 from prosecuting any of the Released Claims. The Court reserves and
2 retains exclusive and continuing jurisdiction over the above-captioned
3 matters, the Plaintiffs, the Settlement Class, and Defendant for the purposes
4 of supervising the implementation, effectuation, enforcement, construction,
5 administration and interpretation of the Settlement Agreement and this
6 Judgment.

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9 **IT IS SO ORDERED.**

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12 Date: _____, 2018

13 HON. TERRY J. HATTER
14 UNITED STATES DISTRICT JUDGE