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and David List
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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION
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11 STEPHEN L. WEISBARTH,
individually, and on behalf of all
12 other members of the general public
similarly situated,
13

14 DAVID LIST, individually, and on
behalf of all other members of the
15 general public similarly situated,

16 Plaintiffs,

17 vs.

18 H&R BLOCK FINANCIAL
ADVISORS, INC.; and DOES 1
19 through 20, inclusive,

20 Defendant.
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Case No.: CV 07-00236 DDP (CWx)

CLASS ACTION

[Assigned to the Hon. Dean D.
Pregerson]

**ORDER GRANTING FINAL
APPROVAL OF CLASS
SETTLEMENT AND AWARDED
FEES AND COSTS**

Initiative Legal Group APC
1800 CENTURY PARK EAST, SECOND FLOOR, LOS ANGELES, CALIFORNIA 90067

ORDER

On May 24, 2010, this Court conducted a hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion for An Award of Attorneys’ Fees and Costs. Initiative Legal Group APC (“Class Counsel”) appeared on behalf of Class Representatives Stephen L. Weisbarth and David List. Morgan, Lewis & Bockius LLP appeared on behalf of H&R Block Financial Advisors, Inc. (“Defendant”).

Having considered the Stipulation and Settlement Agreement (“Settlement Agreement”), and all the legal authorities and documents submitted in support thereof, and good cause appearing, **IT IS HEREBY ORDERED** that the Motion for Final Approval of Class Action Settlement and Motion for An Award of Attorneys’ Fees and Reimbursement of Costs are **GRANTED**, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members.

3. Final approval shall be with respect to the Class defined as follows: all persons employed by Defendant from November 17, 2002 through November 15, 2009, in one or more of the following positions: Financial Advisors, Series 7 Fixed, Income, Series 7 Assistant, and Professional Edge Financial Advisor II.

4. The distribution of the Notice of Pendency of Class Action Settlement, Claim Form, and supplemental postcard (collectively, “Class Notice”) to the Class Members as set forth in the Settlement Agreement has been completed in conformity with the January 11, 2010 Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements. The

1 Class Notice was sent via U.S. Mail to all persons entitled to such notice and to
2 all Class Members who could be identified through reasonable effort. As
3 executed, the Class Notice was the best notice practicable under the
4 circumstances.

5 5. The Court hereby approves the terms set forth in the Settlement
6 Agreement and finds that the Settlement Agreement is, in all respects, fair,
7 adequate, and reasonable, and directs the parties to effectuate the Settlement
8 Agreement according to its terms. The Court finds that the Settlement
9 Agreement has been reached as a result of intensive, serious, and non-collusive
10 arm's-length negotiations. The Court further finds that the Parties have
11 conducted extensive investigation and research, and their attorneys are able to
12 reasonably evaluate their respective positions. The Court also finds that
13 settlement now will avoid additional and potentially substantial litigation costs,
14 as well as delay and risks if the parties were to continue to litigate the case. The
15 Court has reviewed the monetary recovery being provided as part of the
16 Settlement and recognizes the significant value accorded to the Class Members.

17 6. The Settlement Agreement is not an admission by Defendant or by
18 any other Released Party, nor is this Order a finding of the validity of any
19 allegations or of any wrongdoing by Defendant or any other Released Party.
20 Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be
22 construed as, or may be used as, an admission of any fault, wrongdoing,
23 omission, concession, or liability whatsoever by or against Defendant or any of
24 the other Released Parties.

25 7. Defendant shall pay the Class Members pursuant to the claim
26 procedure described in the Settlement Agreement. Defendant shall have no
27 further liability for costs, expenses, interest, attorneys' fees, or for any other
28 charge, expense, or liability, except as provided in the Settlement Agreement.

1 8. The Court grants final approval of the Maximum Settlement
2 Amount of \$1,400,000 agreed upon by the Parties and pursuant to the Settlement
3 Agreement.

4 9. The Court awards the Named Plaintiffs and Class Representatives
5 Stephen L. Weisbarth and David List \$18,000 each for their service to the Class.
6 The Court finds that this amount is fair and reasonable in light of Plaintiffs'
7 contributions to this litigation. This award amount is unopposed by Defendant.

8 10. The Court grants final approval of the payment of \$25,000, pursuant
9 to California Labor Code section 2699, *et seq.*, the California Private Attorneys
10 General Act of 2004 to the California Labor and Workforce Development
11 Agency ("LWDA"),

12 11. The Court hereby awards attorneys' fees of \$466,620 and costs of
13 \$14,021.30 payable to Class Counsel. This award amount is unopposed by
14 Defendant. The Court finds that the attorneys' fees and costs requested were
15 reasonable in light of the relevant factors under California law.


16 12. The Court approves claims administration expenses in the amount of
17 \$12,900 payable to Simpluris, Inc.

18 13. The Court finds that the Settlement Agreement has been drafted and
19 entered into in good faith and constitutes a fair, reasonable, and adequate
20 compromise of the Released Claims against Defendant and all other Released
21 Parties.

22 14. Class Members who did not timely submit Claim Forms or written
23 requests to be excluded from the Settlement are bound by the release and waiver
24 listed in the Settlement Agreement; this final order shall have the force and
25 effect of *res judicata* as to them. Accordingly, as of the final judgment, Class
26 Members who have not been excluded are hereby forever barred and enjoined
27 from prosecuting the Released Claims during the Class Members' Class Period
28 against Defendant.

1 15. The Parties agree that, upon final approval of the Settlement, the
2 Court shall enter a Judgment on the terms set forth herein, which Judgment shall
3 have the effect of releasing and/or resolving the claims by Plaintiffs and Class
4 Members who have not opted out of the Settlement against Defendant, and
5 declaring that Plaintiffs and all Class Members who have not opted out of the
6 Settlement are bound by the release as described in the Settlement Agreement.
7 The Court shall have continuing jurisdiction over the construction, interpretation,
8 implementation, and enforcement of the Settlement Agreement in accordance
9 with its terms, and over the administration and distribution of the Settlement
10 proceeds.

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13 Dated: May 24, 2010


14 Honorable Dean D. Pregerson
15 United States District Judge
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