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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

Case No.: 18-cv-331732

IAN DOUGLAS, individually, as a
representative of the class, and on behalf of
the general public,

Plaintiff,

v.

DHI GROUP, INC. and DICE INC.,

Defendants.

**[PROPOSED] ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT**

Case No.: 18-cv-331732

1 Plaintiff Ian Douglas (“Plaintiff”), on behalf of himself and the Settlement Class
2 Members, and Defendants DHI Group, Inc. and Dice Inc. (together, “Dice,” and
3 collectively with Plaintiff, the “Parties”), have entered into a Settlement Agreement dated
4 November 29, 2018 (the “Settlement Agreement”), providing for the settlement of this
5 case (the “Settlement”).

6 A Fairness Hearing was held before this Court on August 2, 2019 to consider,
7 among other things, whether the Settlement represents a fair, reasonable and adequate
8 compromise of the Action, and the amount to be paid to Class Counsel as fees and
9 litigation costs for prosecuting the Action. Having considered the evidence and argument
10 submitted by the Parties, and any objections to the Settlement submitted,

11 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED**
12 **AND DECREED THAT:**

13 This Final Judgment incorporates by reference the definitions in the Settlement
14 Agreement, and all capitalized terms used in this Final Judgment will have the same
15 meanings as set forth in the Settlement Agreement, unless otherwise defined in this Final
16 Judgment.

17 This Court has jurisdiction over the subject matter of this action, the Settlement
18 Class Representative, the Settlement Class (defined below), and Dice. Final Approval of
19 the Settlement, and the request for entry of a Final Judgment, is hereby **GRANTED**.

20 The Court finds that the Settlement Agreement is the product of good faith arm’s-
21 length negotiations by the Parties, each of whom was represented by experienced counsel.

22 The Court finds that the Class proposed for purposes of the Settlement meets the
23 requirements of Cal. Code Civ. Proc. § 382 and hereby certifies a Settlement Class in the
24 Action as follows:

25 All individuals about whom Defendants created an Open Web profile and
26 (a) for whom a third party used a feature on the Open Web profile to
27 communicate with the individual or (b) the individual requested deletion
28 of their Open Web profile. The Class Period is from July 26, 2012 to the
date that the Class List is prepared.

1 This Court approves all terms set forth in the Settlement Agreement and the
2 Settlement reflected therein, and finds that such Settlement is, in all respects, fair,
3 reasonable, adequate and in the best interest of the Settlement Class Members, and the
4 Parties to the Settlement Agreement are directed to consummate and perform its terms.

5 The Parties dispute the validity of the claims in the action, and their dispute
6 underscores not only the uncertainty of the outcome but also why the Court finds the
7 Settlement Agreement to be fair, reasonable, adequate and in the best interests of the
8 Settlement Class Members. Beyond facing uncertainty regarding the resolution of those
9 issues, by continuing to litigate, Settlement Class Members would also face the challenge
10 of surviving an appeal of any class certification order entered in this action, and any other
11 rulings rendered during trial. Settlement Class Counsel has reviewed the Settlement
12 Agreement and finds it to be in the best interest of the Settlement Class Members. For all
13 of these reasons, the Court finds that the uncertainties of continued litigation in both the
14 trial and appellate courts, as well as the tremendous expense associated with it, weigh in
15 favor of approval of the Settlement reflected in the Settlement Agreement.

16 [If there are objections] Any and all objections to the Settlement Agreement, the
17 Service Payments to the Settlement Class Representatives, and Settlement Class Counsel's
18 request for attorneys' fees, costs and expenses have been considered and are hereby found
19 to be without merit and are overruled.

20 The Court finds that the forms of notice to the Settlement Class regarding the
21 pendency of the action and of this settlement, and the methods of giving notice to
22 members of the Settlement Class are reasonable. These forms and methods constitute the
23 best notice practicable under the circumstances and constitute valid, due, and sufficient
24 notice of the Settlement Class. They comply fully with the requirements of Cal. Code
25 Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and
26 United States Constitution, and other applicable law. The Notice apprised the members of
27 the Settlement Class of the pendency of the litigation; of all material elements of the
28 proposed settlement, including but not limited to the relief afforded the Settlement Class

1 under the Settlement Agreement; of the res judicata effect on members of the Settlement
2 Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of
3 the identity of Settlement Class Counsel and of information necessary to contact
4 Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full
5 opportunity has been afforded to members of the Settlement Class to participate in the
6 Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class
7 Members are bound by this Final Judgment in accordance with the terms provided herein.

8 Within ten business days of the Effective Date of the Settlement, Dice shall deliver
9 to the Settlement Administrator for deposit into the Settlement Fund the balance of the
10 \$1,000,000 Settlement Fund in accordance with section 6.3.2 of the Settlement
11 Agreement.

12 Having reviewed the submissions of Settlement Class Counsel, the Court finds that
13 the sum of \$_____ is reasonable compensation for Settlement Class
14 Counsel's attorneys' fees and expenses. The Settlement Administrator will pay this sum,
15 as the Settlement Class Counsel Fees awarded by the Court, from the Settlement Fund, by
16 wire transfer to Settlement Class Counsel within five business days of the Settlement
17 Administrator's receipt of Dice's Settlement Fund deposit in accordance with section
18 6.3.2 of the Settlement Agreement.

19 Having reviewed the submissions of Settlement Class Counsel, the Court finds that
20 the sum of \$_____ is reasonable compensation for the Plaintiff's services in this matter.
21 The Settlement Administrator shall pay these sums out of the Settlement Payment to each
22 Class Representative within five business days of the Settlement Administrator's receipt
23 of Dice's Settlement Fund deposit in accordance with section 6.3.2 of the Settlement
24 Agreement.

25 Having reviewed the submissions of Settlement Class Counsel, the Court finds that
26 the sum of \$_____ is reasonable compensation for the settlement administration services
27 provided by Angeion Group, LLC in this matter. The Settlement Administrator may pay
28 itself these sums out of the Settlement Payment within five (5) business days of the

1 Settlement Administrator's receipt of Dice's Settlement Fund deposit in accordance with
2 section 6.3.2 of the Settlement Agreement.

3 Within five (5) business days of the Settlement Administrator's receipt of Dice's
4 Settlement Fund deposit in accordance with section 6.3.2 of the Settlement Agreement,
5 the Settlement Administrator shall mail out checks to Claimants in accordance with
6 section 7.3 of the Settlement Agreement.

7 In accordance with section 7.3.1 of the Settlement Agreement, all Individual
8 Benefit Checks issued to Claimants shall bear a legend stating that the check is not valid
9 ninety (90) days after the date of issuance. The Settlement Administrator will effect the
10 distribution of the sum of any settlement checks that remain uncashed after the last check
11 void date in accordance with section 7.4 of the Settlement Agreement. Any charitable
12 distributions made pursuant to section 7.4 of the Settlement Agreement shall be
13 distributed to Public Justice along with any amounts required by section 7.2.2 of the
14 Settlement Agreement.

15 Within thirty (30) days of the date when all other obligations set forth in the
16 Settlement Agreement have been completed, the Parties shall jointly file with the Court a
17 notice stating that they have complied with all requirements set forth in the Settlement
18 Agreement, the Order of Preliminary Approval of Settlement, and this Final Judgment.

19 Upon Final Approval, the Settlement Class Representative, each Settlement Class
20 Member who has not opted out of the settlement in accordance with the terms of this
21 Settlement Agreement, and each of their respective, executors, representatives, heirs,
22 successors, bankruptcy trustees, guardians, wards, agents and assigns, and all those who
23 claim through them or who assert claims on their behalf will be deemed to have
24 completely released and forever discharged the Released Parties, and each of them, from
25 any claim, right, demand, charge, complaint, action, cause of action, obligation, or
26 liability for any type of relief and statutory or punitive damages predicated on any claim
27 and for actual or statutory damages, punitive damages, restitution or other monetary relief
28 of any and every kind, including, without limitation, those based on any federal, state, or

1 local law, statute, regulation, or common law, including all claims for declaratory or
2 injunctive relief, whether known or unknown, suspected or unsuspected, under the law of
3 any jurisdiction, which the Settlement Class Representative or any Settlement Class
4 Member ever had, now has or may have in the future resulting from, arising out of or in
5 any way, directly or indirectly, connected with any acts or omissions that were raised or
6 could have been raised in this Action. Should the Settlement Class Representative or
7 Settlement Class Member who has not opted out prosecute any claim they have released
8 in the preceding paragraphs, this Settlement may be pleaded as a complete defense.

9 Neither this Final Judgment nor the Settlement Agreement, nor any of its terms or
10 provisions nor any of the negotiations or proceedings connected with it, shall be:
11 (1) construed as an admission or concession by Dice of the truth of any of the allegations
12 in the Action, or of any liability, fault or wrongdoing of any kind; or (2) construed as an
13 admission by Settlement Class Representative or the Settlement Class as to any lack of
14 merit of the claims or this action.

15 If the Effective Date, as defined in the Settlement Agreement, does not occur for
16 any reason whatsoever, this Final Judgment and the Order of Preliminary Approval of
17 Settlement shall be deemed vacated and shall have no force and effect whatsoever.

18 Without affecting the finality of this Final Judgment in any way, this Court retains
19 continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this
20 Final Judgment, and other matters related or ancillary to the foregoing.

21 The Parties having so agreed, good cause appearing, and there being no just reason
22 for delay, it is expressly directed that this Final Judgment be, and hereby is, entered as a
23 final and appealable order.

24 IT IS SO ORDERED.

25
26 Dated: _____

Hon. Thomas E. Kuhnle
Judge of the Superior Court