

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BRUCE HUBBARD, *et al.*,

Plaintiffs,

v.

PATRICK R. DONAHOE, *Postmaster
General, United States Postal Service,*

Defendant.

Civil Case No. 03-1062 (RJL)

ORDER
(July 31, 2013)

WHEREAS the parties have entered into a Global Settlement Agreement (“Agreement”)¹, signed by all parties and filed with the Court on October 24, 2011, [Dkt. #140-2]; and

WHEREAS, the Court entered an Order dated October 19, 2012, [Dkt. #148], conditionally certifying the Proposed Settlement Classes, appointing the Class Representatives and Class Counsel, approving the Class Notice, granting preliminary approval of the Agreement, and scheduling a Fairness Hearing (the “Preliminary Approval Order”); and

WHEREAS, the Court held a Fairness Hearing, over multiple days, to determine whether to grant final approval of the Agreement.

¹ The term “Agreement” shall at all times refer to the Global Settlement Agreement. Except where otherwise noted, all capitalized terms used in this Order and the accompanying Memorandum Opinion shall have the same definitions as in the Agreement.

NOW THEREFORE, for the reasons stated in the accompanying Memorandum Opinion, it is, this 31st day of July, 2013, hereby **ORDERED** as follows:

1. Final Class Certification. The Proposed Settlement Classes that the Court conditionally certified in its Preliminary Approval Order are hereby finally certified for settlement purposes under Fed. R. Civ. P. 23(b)(2) and (3). The Damages Settlement Class and Injunctive Settlement Class are comprised as stated in the Preliminary Approval Order.

2. Adequacy of Representation. The Court fully and finally confirms the appointment of the Class Representatives and Class Counsel as stated in its Preliminary Approval Order. The Court finds that the Class Representatives and Class Counsel have fully and adequately represented the Proposed Settlement Classes for purposes of entering into and implementing the Agreement and have satisfied the requirements of Fed. R. Civ. P. 23(a)(4).

3. Class Notice. The Court finds that the Class Notice, in accordance with the terms of the Agreement and this Court's Preliminary Approval Order, constituted the best practicable notice to Class Members under the circumstances of this Action; was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of this action, their right to request exclusion, their right to object to any aspect of the proposed settlement, and their right to appear at the Fairness Hearing; was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to such notice; and fully satisfied the requirements of the Federal Rules of Civil Procedure,

the United States Constitution, the Rules of this Court, and any other applicable laws.

4. Final Settlement Approval. The terms and provisions of the Agreement, *except* the provisions relating to attorneys' fees and expenses, are fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Plaintiffs and the Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court overrules all Class Members' objections and approves the Agreement, *except* the provisions relating to attorneys' fees and expenses, as fair, adequate, and reasonable. The Parties and Class Members are hereby directed to implement and consummate the Settlement Agreement, *except* as this Order specifies as to attorneys' fees and expenses.

5. Class Representatives' Fees. The Court approves payments to the eleven Class Representatives of \$10,000 each.

6. Attorneys' Fees and Expenses. The Court awards \$910,000 in attorneys' fees and \$114,216.69 in expenses to Class Counsel.

7. Retention of Jurisdiction. Without affecting the finality of this Final Order and Judgment, this Court expressly retains exclusive and continuing jurisdiction over the Parties, including the Settlement Classes, and all matters relating to the administration, consummation, validity, enforcement, and interpretation of the Agreement and this Final Order and Judgment.

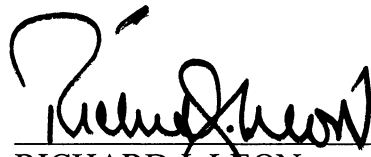
8. No Admissions. Neither this Final Order and Judgment nor the Agreement

is an admission or concession by or against defendant as to the validity of any claim or any actual or potential fault, wrongdoing, or liability whatsoever.

9. Dismissal of Action. This Action, including all individual and class claims, is hereby dismissed on the merits and with prejudice against plaintiffs and all other class members.

10. Final Judgment. This is a Final Judgment disposing of all claims and all parties.

SO ORDERED.



RICHARD J. LEON
United States District Judge