

F I L E D

Clerk of the Superior Court

FEB 18 2010

By: C. CHEELY, Deputy

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

MARTIN HAPNER, Individually and on
Behalf of All Others Similarly Situated and
the General Public,

Plaintiff,

v.

SONY ELECTRONICS INC.,

Defendant.

CASE NO. GIC839244

~~PROPOSED~~ JUDGMENT

Dept.: 63

Judge: Hon. Luis R. Vargas

This matter having come before the Court on the application of the parties for approval of the settlement set forth in the Settlement Agreement and Mutual General Release ("AGREEMENT") (attached hereto as Exhibit 1) relating to the above-captioned action, and the Court having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All of the definitions contained in the AGREEMENT shall apply to this Judgment and are incorporated by this reference as if fully set forth herein.
2. This Court has jurisdiction over the subject matter of this litigation and over all members of the SETTLEMENT CLASS in the United States and over those persons and entities undertaking affirmative obligations under the AGREEMENT.

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1 3. This Court hereby approves the settlement set forth in the AGREEMENT and
2 finds that said settlement is, in all respects, fair, reasonable and adequate. The Court is aware of
3 only a single objection made by a class member. The objection was not filed with the Court as
4 directed, but was sent only to counsel. Nevertheless, the Court has considered the objection and
5 finds that it does not change the determination that the settlement as a whole is fair, adequate and
6 reasonable. The Court notes that the objector complains of a problem with his computer that
7 appears different from the defect alleged in this action, and given that there was only a single
8 objection when direct notice was given to tens of thousands of class members, the settlement is
9 entitled to a presumption of fairness. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 53.

10 4. The SETTLEMENT CLASS, as defined in the AGREEMENT, consists of:

11 All persons or entities in the United States who purchased, not for
12 resale, or received as gifts any of the Sony VAIO Notebook
13 computer models encompassed within the definition of VAIO GRX
14 NOTEBOOKS herein. The Class does not include (i) Sony, its
15 affiliates, employees, officers and directors, (ii) persons or entities
16 that distribute or sell the Notebooks, (iii) persons or entities that
17 sell, administer, or underwrite extended service plans and
18 associated obligors, and (iv) the San Diego Superior Court
19 presiding over the Lawsuit (the "Court").

20 As used herein, the term "VAIO GRX NOTEBOOKS" shall refer to Sony VAIO® GRX
21 notebook computers in the 500 and 600 series.

22 5. Except for any individual claims of those persons identified in Exhibit 2 hereto
23 who duly requested exclusion from the SETTLEMENT CLASS, this Court hereby dismisses on
24 the merits and with prejudice as though after trial and a final adjudication of the facts and the law
25 each and every SETTLED CLAIM against DEFENDANT.

26 6. All persons and entities who are SETTLEMENT CLASS MEMBERS and their
27 respective heirs, legal representatives, executors, administrators, successors, and assigns are
28 hereby forever barred and enjoined from commencing, prosecuting or continuing, either directly
or indirectly, against any entity included within the definition of DEFENDANT, their
predecessors, successors, parent companies, subsidiaries, affiliates, officers, directors, employees,
attorneys, agents and their respective assigns, representatives, heirs, executors and administrators

1 any and all individual, representative or class claims or any such lawsuit, which they had or have,
2 arising out of or based upon the SETTLED CLAIMS.

3 7. DEFENDANT, its predecessors, successors, parent companies, subsidiaries,
4 affiliates, officers, directors, employees, attorneys, agents, assigns, and representatives are hereby
5 and forever released and discharged with respect to any and all individual, representative or class
6 member's rights, claims, defenses, offsets or causes of action that PLAINTIFFS and each and
7 every SETTLEMENT CLASS MEMBER and his, her or its respective heirs, legal
8 representatives, executors, administrators, successors, and assigns had or has or may have arising
9 out of or based upon any of the SETTLED CLAIMS.

10 8. The CLASS NOTICE given to the SETTLEMENT CLASS was the best notice
11 practicable under the circumstances. Said notice provided due and adequate notice of those
12 proceedings and of the matters set forth therein, including the proposed settlement set forth in the
13 AGREEMENT, to all persons entitled to such notice and said notice fully satisfied the
14 requirements of the California Code of Civil Procedure and the requirements of due process.

15 9. Compensation to the CLASS MEMBERS

16 As set forth in the AGREEMENT, all CLASS MEMBERS who submit valid and timely
17 claims and who, during the time periods set forth below, paid SONY or a third party service
18 provider to replace their VAIO GRX NOTEBOOK's motherboard and/or resolder the memory
19 sockets due to a MOTHERBOARD FAILURE shall receive reimbursement of such documented
20 and paid repair costs in the percentages of repair costs set forth as follows:

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22 Timing of Repair After Purchase	Percentage Reimbursement
23 12 months 1 day to 18 months	100%
24 18 months 1 day to 24 months	40%
25 24 months 1 day to 36 months	10%

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2 All CLASS MEMBERS who, during the time periods set forth below, obtained a
3 documented repair estimate to replace their VAIO GRX NOTEBOOK's motherboard and/or
4 resolder the memory sockets due to a MOTHERBOARD FAILURE, but opted to have no repair
5 completed, shall receive payment in the amounts set forth as follows:
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7 Timing of Estimate After Purchase	8 Payment Amount
9 12 months 1 day to 18 months	\$200
10 18 months 1 day to 24 months	\$55
11 24 months 1 day to 36 months	\$27.50

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13 As set forth in the AGREEMENT, counsel for the PARTIES shall attempt to reach
14 agreement regarding entitlement to settlement benefits, with any disputes submitted for final and
15 binding determination to the Hon. Howard B. Wiener (Ret.) of JAMS.

16 10. All benefits shall be distributed within 30 days of the EFFECTIVE DATE.

17 11. Under no circumstances shall any CLASS MEMBER be entitled to claim more
18 than one of the listed benefits from this settlement per VAIO GRX NOTEBOOK owned by that
19 CLASS MEMBER.

20 12. CLASS COUNSEL are hereby awarded the sum of \$625,000 in legal fees and
21 reimbursement of expenses, which sum the Court finds to be fair and reasonable. The award of
22 attorneys' fees and reimbursement of expenses shall be allocated among PLAINTIFFS'
23 COUNSEL in a fashion which, in the opinion of CLASS COUNSEL, fairly compensates counsel
24 for the PLAINTIFFS for their respective contributions to the prosecution of this action. CLASS
25 representative plaintiff Martin Hapner shall be paid a service award of \$3,000 by SONY in
26 addition to any benefits to which he is entitled as a CLASS MEMBER.

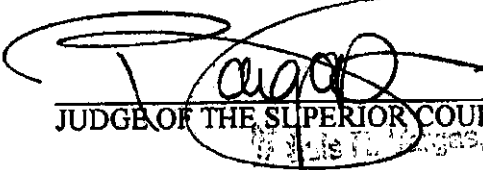
27 13. Without affecting the finality of this Judgment in any way, this Court hereby
28 retains continuing jurisdiction over: (a) implementation of this settlement; (b) this action until the

1 Judgment contemplated herein has become effective and each and every act agreed to be
2 performed by the PARTIES has been performed; and (c) the PARTIES for the purpose of
3 enforcing and administering the AGREEMENT.

4 14. In the event that the settlement does not become effective in accordance with the
5 terms of the AGREEMENT, then this Judgment shall be rendered null and void and be vacated
6 and the AGREEMENT and all orders entered in connection therewith shall be rendered null and
7 void, the SETTLEMENT CLASS shall be decertified, and the operative complaint shall be
8 reinstated as it existed prior to the making of the AGREEMENT. In that case, all
9 communications, documents, filings, negotiations and other actions taken by the PARTIES to
10 negotiate and pursue settlement through the AGREEMENT shall be considered confidential
11 settlement communications which cannot be used in evidence or by any PARTY against another
12 PARTY.

13 15. Nothing in this Judgment or the AGREEMENT shall be construed as an admission
14 or concession by either PARTY. DEFENDANTS have denied all of the PLAINTIFFS'
15 allegations and continue to deny such allegations. PLAINTIFFS continue to believe that their
16 allegations have merit. The AGREEMENT and this resulting Judgment simply represent a
17 compromise of disputed allegations.

18 Dated: FEB 18 2010

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21 JUDGE OF THE SUPERIOR COURT
22 W. L. ... Judge