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JULY 18 2002
CLERK OF THE SUPERIOR COURT

AUG 13 2002

By: C. LUNT, Deputy

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15 Attorneys for Plaintiffs
16 Charles Ervin and UNITE

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF LOS ANGELES

19 CHARLES ERVIN, SHEARWOOD EDDIE
20 FLEMING, JR., AND THE UNION OF
21 NEEDLETRADES, INDUSTRIAL &
22 TEXTILE EMPLOYEES, AFL-CIO,

23 Plaintiffs,

24 v.

25 JOHN M. RATELLE, individually and in his
26 official capacity; TIMOTHY MARSH,
27 individually and in his official capacity; R.
28 ESTES, individually and in his official
capacity; PIERRE SLEIMAN, individually
and in his official capacity; C.M.T. BLUES,
INC.; NO FEAR, INC.; MECCA, USA.,
INC.; NEWPORT BLUES, Inc.; TRINIDAD
TEES; and DOES 1 through 50, inclusive

Defendants.

CASE NO. GIC 740832

~~PROPOSED~~ ORDER
FOR ENTRY OF JUDGMENT

Honorable William C. Pate

1 On January 16, 2002, this matter came on for trial in Department 60 of the above-
2 entitled Court. After consideration of the points and authorities submitted by the parties, the
3 evidence presented at trial, and oral argument of counsel, the Court granted judgment in favor
4 of Plaintiffs with respect to the first, second, and eighth causes of action in Plaintiffs' Fourth
5 Amended Complaint. A true and correct copy of the Court's findings and rulings is attached
6 hereto as Exhibit A and incorporated herein by reference.

7 On May 9, 2002, after proper notice was provided to the Plaintiff class members, this
8 Court granted approval of the settlement of Plaintiffs' claims for Defendant CMT Blues' late
9 payment of wages to the Plaintiff class members.

10 On June 18, 2002, after consideration of the parties' stipulation concerning the
11 settlement of attorneys fees and costs, including the points and authorities and declarations
12 contained therein, this Court accepted the parties' stipulation and granted tentative approval of
13 the settlement. A true and correct copy of the Court's order accepting the parties' stipulation
14 and granting tentative approval of the settlement is attached hereto as Exhibit B and
15 incorporated herein by reference.

16 On July 24, 2002, after proper notice was provided to the Plaintiff class members, this
17 Court granted approval of the settlement of Plaintiffs' claims for attorneys fees and costs.

18 IT IS ORDERED, that Plaintiffs shall recover from Defendant CMT Blues a total of
19 \$611,875.90 in damages, restitution and penalties as set forth in the Court's Judgment of
20 March 11, 2002. In addition, Plaintiffs shall recover from Defendant CMT Blues a total of
21 \$229,313.20 as settlement of Plaintiff's claims for the late payment of damages, as previously
22 approved by this Court.

23 IT IS FURTHER ORDERED, that Plaintiffs shall recover from Defendant CMT Blues a
24 total of \$435,000 as settlement of Plaintiffs' claims for attorney's fees and \$65,000 as
25 settlement of Plaintiffs' claims for costs, as previously approved by this Court. All sums shall
26 be paid in the manner specified in the Court's previous orders of March 11, 2002, attached
27 hereto as Exhibit A, and June 18, 2002, attached hereto as Exhibit B, which remain in effect
28

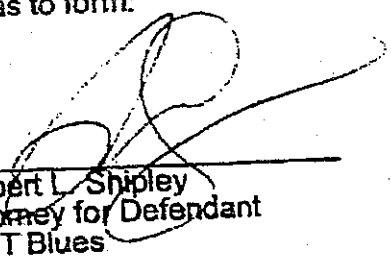
1 and undiminished in any way by this order.

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Dated: AUG 13 2002

WILLIAM C. PATE
Honorable William C. Pate
Superior Court of San Diego County

Approved as to form:


By: _____
Robert L. Shipley
Attorney for Defendant
CMT Blues

FILED
STEPHEN THURBERG
Clerk of the Superior Court

MAR 11 2002

By: C. LUNT, Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO
[UNLIMITED JURISDICTION]

CHARLES ERVIN, SHEARWOOD
FLEMING AND THE UNION OF
NEEDLETRADES, INDUSTRIAL &
TEXTILE EMPLOYEES, AFL-CIO

Plaintiffs,

vs.

JOHN M. RATELLE, individually and in his
official capacity; TIMOTHY MARSH,
individually and in his official capacity; R.
ESTES, individually and in his official
capacity; JAMES GOMEZ, individually and
in his official capacity; PIERRE SLEIMAN,
individually and in his official capacity;
CMT BLUES, INC.; NO FEAR, INC.;
MECCA USA, INC.; NEWPORT BLUES,
INC.; TRINIDAD TEES; and DOES
1 through 50, inclusive,

Defendants.

Case Number: GIC740832

~~(PROPOSED)~~ JUDGMENT

Independent Calendar
Hon. William C. Pate, Jr.
Dept.: 60
Date 1st Action Filed: August 23, 1999
Trial Date: January 7, 2002
Time: 8:30 a.m.

1 This matter came before the Court on January 16, 2001, for purposes of trying the
2 factual issues disputed. The parties were represented as follows: Janet Herold and Robert
3 Berke for the Plaintiffs and Robert Shiplay for Defendant CMT Blues, Inc. Plaintiff and
4 Defendant waived jury. Based upon the evidence heard, the numerous factual stipulations
5 filed by the parties, and briefing submitted by the parties in connection with the motions in
6 limine, the Court HEREBY FINDS AND RULES as follows:

7 **I. VIOLATIONS OF THE CALIFORNIA LABOR CODE**

8 In Plaintiffs' First and Second Causes of Action, Plaintiffs complain of several different
9 violations of the California Labor Code.

10
11 1. Defendant's Requirement that Plaintiffs Work an Unpaid Period As a Condition
12 of Hire.

13 Plaintiffs have offered credible, undisputed evidence that they were paid no
14 compensation for hours worked during an initial work period typically lasting 240 hours, known
15 as the "training period." This Court reiterates its ruling of January 14, 2002, that the Labor
16 Code does apply to the employment relationship formed between Defendant and the plaintiff
17 inmate class. The Court finds that the Labor Code's provisions and the implementing
18 regulations issued by the California Industrial Welfare Commission in Wage Order 1 ("Wage
19 Order") provide that Defendant is an employer, subject to the Labor Code's and the Wage
20 Order's minimum wage and other protections. The plaintiff class comes within the definition
21 of "employee" provided in the Wage Order. Defendant has cited no law nor regulation which
22 authorizes an exemption from the Labor Code or the Wage Order for the Defendant. The
23 Court reiterates its finding that the California voter proposition, Proposition 139, Penal Code §
24 2717 et seq., which authorized the leasing of inmate labor to private employers such as the
25 Defendant clearly provided that in order to prevent employers, such as Defendant, from
26 obtaining a competitive advantage, such employers would be subject to the same wage and
27 hour and other labor requirements as a private business employing non-inmate labor. This
28

1 law also supports the Court's conclusion that the terms of the Labor Code apply to
2 Defendant's employment of the plaintiff inmate class. In light of the applicability of the Labor
3 Code to the employment of the plaintiff class, the Court accordingly finds that Defendant was
4 required under California law to pay each Plaintiff no less than the minimum wage for all hours
5 worked, including those hours worked by Plaintiffs during the initial employment period known
6 as the "training period." The Court bases this ruling on the following facts which are
7 undisputed by the Defendant: a) Plaintiffs were required to complete this unpaid period in
8 order to obtain employment with the Defendant; b) Plaintiffs' positions with the Defendant were
9 advertised to the plaintiffs as "job" opportunities; c) Plaintiffs' work during the training period
10 occurred during normal business hours; d) Plaintiffs' work during the initial period was directed
11 toward improving the skills of each plaintiff to perform a particular job with and for the
12 Defendant; and e) Plaintiffs' work for the Defendant during the initial unpaid period was not
13 part of a recognized educational program or curriculum. Simmons, Richard J., Wage and Hour
14 Manual For California Employers, §§ 3.2 (h), 7.10(a) (Eighth Edition 2001); DLSE Opinion
15 Letter 1993.10.21.

16 Pursuant to the stipulation regarding calculation of damages submitted by the parties,
17 Defendant failed to pay the plaintiff class \$ 100,533.60 in minimum wages for hours worked by
18 the plaintiff class during the initial work period. Pursuant to Labor Code § 1194.2(a), the
19 imposition of liquidated damages by this Court is mandatory, absent evidence by the
20 Defendant of a defense cognizable under Labor Code § 1194.2(b). Since the Defendant has
21 not raised any such defense, the Court hereby orders Defendant to pay the \$ 100,533.60 in
22 minimum wages due to the plaintiff class, as well as \$ 100,533.60 in liquidated damages.
23

24 Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiffs are also entitled to pre-judgment
25 interest on both the minimum wages Defendant failed to pay and the liquidated damages due.
26 The Court hereby orders the Defendant to pay \$ 62,855.84 in pre-judgment interest to the
27 plaintiff class. The Court further finds and rules that having prevailed on their claim of violation
28

1 the settlement, and upon the Court's review and approval, the Court orders the parties to have
2 the notice sent directly by the Claims Administrator (as described further herein). The hearing
3 on any objections regarding the proposed settlement will be commenced on March 28, 2001 at
4 3:00 p.m. The Court further finds and rules that, having prevailed on their claim that
5 Defendant violated California's minimum wage law by failing to pay their wages when due,
6 Plaintiffs are hereby awarded the costs and reasonable attorneys fees incurred in prosecuting
7 these claims, provided that Plaintiffs duly submit a reasonable application for costs and fees in
8 accordance with the applicable rules of civil procedure.

9
10 3. Waiting Time Penalties.

11 Labor Code § 203 provides for a civil penalty for employers who fail to cure the
12 underpayment of wages prior to the end of a worker's employment. As explained above,
13 Defendant failed to pay the \$100,533.60 in minimum wages due to the plaintiff class for the
14 hours worked during the training period, and, as will be discussed below, Defendant also failed
15 to pay the plaintiff inmate class \$107,132.70 in prevailing wages due. Defendant stipulated on
16 the record during trial that this failure to pay these minimum and prevailing wages was "willful,"
17 as that term is used in Labor Code § 203.

18 In light of these facts, the Court ORDERS and FINDS that Defendant is subject to the
19 civil penalty of thirty days wages for each plaintiff class member no longer employed by
20 Defendant. The parties, by stipulation, have identified the class members no longer employed
21 by Defendant and have also agreed by stipulation that a total of \$132,567.40 in waiting time
22 penalties is due to those plaintiff class members no longer employed with Defendant. The
23 Court hereby ORDERS Defendant to pay those plaintiff class members no longer employed
24 with Defendant the \$132,567.40 in waiting penalties due.

25
26 The Court further finds and rules that, having prevailed on their claim that Defendant
27 violated Labor Code § 203 by failing to pay all wages due to Plaintiff class members no longer
28 employed by Defendant, Plaintiffs are hereby awarded the costs and reasonable attorneys

1 fees incurred in prosecuting these claims, provided that Plaintiffs duly submit a reasonable
2 application for costs and fees in accordance with the applicable rules of civil procedure.

3 4. Record-Keeping Violations.

4 The Labor Code provides specific record-keeping obligations for employers engaged in
5 garment manufacturer in California. Labor Code § 2673 requires any employer engaged in
6 garment manufacturing to maintain records for at least three years which show all of the
7 following: the names and address of garment workers employed; the hours worked by
8 employees each day, including the times employees begin and end each work period and the
9 times meal periods taken; the daily production sheets of each employee; the wage and wage
10 rates paid each payroll period; and any other conditions of employment." Labor Code § 1174,
11 which applies to "every person employing labor in this state," further requires all employer to
12 keep at a central location "payroll records showing the hours worked daily by, and the wages
13 paid to, employees. . ."

15 It has been stipulated that Defendant does not possess complete and/or accurate
16 payroll records as required in the provisions of the Labor Code cited above. In light of this
17 stipulation, the Court hereby finds that Defendant violated Labor Code § 1174, and therefore
18 is subject to the civil penalty provided in Labor Code § 1174.5. Plaintiffs bring this claim in the
19 form of a class action, which means that this claim is brought on behalf of each of the 167
20 members of the plaintiff class. Thus, the Court hereby orders and rules that Defendant pay
21 \$83,500 in civil penalties to the plaintiff class.

22 II. BREACH OF WRITTEN CONTRACT

23 Plaintiffs' Third Cause of Action seeks relief for alleged breaches of the written joint
24 venture agreement ("Joint Venture Agreement") between the Defendant and the State of
25 California. The Court has previously found and ruled (see Court Order dated May 14, 2001)
26 that Plaintiffs are intended third-party beneficiaries, creditor beneficiaries, of the Joint Venture
27 Agreement's promises by Defendant to pay the wages of the Plaintiff Class.
28

1 Upon review of the Joint Venture Agreement, however, the Court does not find a
2 breach of the written agreement. Plaintiffs argue that Defendant's promise to pay wages, and
3 the promise to pay wages consistent with EDD Guidelines, must be construed in a manner
4 consistent with California law. Thus, Plaintiffs argue that Defendant's promise to pay wages
5 must mean the promise to pay, at least, the minimum lawful wages. Similarly, Plaintiffs argue
6 that the promise to pay wages consistent with EDD guidelines references Defendant's
7 obligation to pay prevailing wages under Penal Code § 2717.8.

8 The Court, however, is not persuaded by these arguments. Rather, as Defendant
9 emphasizes, the Joint Venture Agreement specifically purported to permit Defendant not to
10 pay wages during the training of the inmates. Second, Defendant paid Plaintiffs the minimum
11 wage for hours outside the training period, and the minimum wage is a permitted wage
12 according to the schedule of prevailing wages attached to the Joint Venture Agreement; .
13 furthermore, the Joint Venture Agreement did not impose on Defendant the obligation of
14 ascertaining "comparable wages" for its employees. While Plaintiffs are correct that these
15 provisions in the contract violate Penal Code § 2717.8, this observation does not mean that
16 Plaintiffs have shown a breach of contract.

17
18 **iii. VIOLATION OF BUSINESS & PROFESSIONS CODE §17200 ET SEQ.**

19 Plaintiffs' claims under Business & Professions Code § 17200 et seq. duplicate their
20 claims for violation of the California Labor Code and for breach of contract. In summary,
21 Plaintiffs contend that by violating the California Labor Code and failing to pay Plaintiffs
22 prevailing wages due both under the Joint Venture Agreement and the clear language of
23 Penal Code §2717.8, Defendant engaged in unlawful and unfair business practices. As this
24 Court has found that Defendant violated the Labor Code by failing to pay all minimum wages
25 due, failing to pay wages promptly, and failing to keep full and accurate records of the hours
26 worked, these violations alone support the Court's conclusion that Defendant's conduct failed
27 to comply with Business & Professions Code § 17200 et seq.
28

1 The Court, however, also FINDS and RULES that Defendant's failed to comply with the
 2 prevailing wage requirements of Penal Code § 2717.8. As the Court noted above, there can
 3 be no doubt that Penal Code § 2717.8 requires private employers participating in joint venture
 4 programs with the California Department of Corrections, such as Defendant, to pay the
 5 participating inmates prevailing wages for all hours worked. On January 16, 2002, Plaintiffs
 6 presented testimony concerning the prevailing wages that should be assigned to each position
 7 in which the plaintiff class members worked in the past or currently work. This Court, in large
 8 part, credited the testimony, and has concluded that the prevailing wage for the job positions
 9 at issue are as follows:

10 Sewer, Toolman, Warehouse Personnel,

11 Quality Control Operator _____

12 Minimum Wage plus \$0.25 hourly
 13 increase per two years of service,
 14 capped at One-dollar (\$1.00)
 15 above the minimum wage.

16 Spreader _____

17 \$7.50 per hour plus \$0.25 hourly
 18 increase per two years of service,
 19 capped at \$8.50 per hour.

20 Cutter, Noncertified Mechanic _____

21 \$10.00 per hour plus \$0.25
 22 hourly increase per two years of
 23 service, capped at \$11.00 per
 24 hour.

25 Lead Person _____

26 \$1.00 over the Minimum Wage
 27 plus \$0.25 hourly increase per
 28 two years of service, capped at
 Two Dollars (\$2.00) above the
 Minimum Wage.

1 There is no dispute that Defendant did not comply with this schedule in making wage
2 payments.

3 Defendant's failure to pay such prevailing wages also supports this Court's finding that
4 Defendant engaged in unlawful and unfair business practices violative of Business &
5 Professions Code § 17200 et seq. In light of the Court's finding, the Court rules and orders
6 that Defendant pay the Plaintiff Class \$ 841,188.44 in minimum wages, liquidated damages,
7 waiting time and civil penalties, prevailing wages, and interest due. The Court, however,
8 suspends enforcement of \$709,303.74 of the Court's monetary order, which duplicates
9 Plaintiffs' Labor Code damages, unless and until the Court's orders relating to the Plaintiffs'
10 First and Second Causes of Action have been reversed or remanded on appeal. Thus, the
11 total judgment on the unsuspended damage portion of this cause of action and the damages
12 this Court has ordered Defendant to pay on the Plaintiffs' First and Second Causes of Action
13 total \$841,188.44. The parties will brief the Court regarding Plaintiffs' entitlement to fees and
14 costs as a prevailing party on this Eighth Cause of Action.
15

16 **IV. INJUNCTIVE RELIEF**

17 Plaintiffs seek preliminary and permanent injunctive relief for the array of violations
18 contained in this Complaint. More than three years ago, Defendant ceased requiring its
19 inmate employees to complete unpaid "training periods." Plaintiffs do not dispute that
20 Defendant has ceased violating the minimum wage law in regard to its "training" practices, but
21 nevertheless seek injunctive relief so as to assure the plaintiff class a ready means of
22 redressing future violations, should Defendant change its mind about complying with the Labor
23 Code in the future. The Court finds that Plaintiffs' position is justified, given Defendant's
24 continuing refusal to comply with other aspects of the Labor Code, grants Plaintiffs' request for
25 injunctive relief, and ORDERS Defendant, its agents, joint venturers, and partners henceforth
26 to comply fully with all aspects of California's Labor Code regarding the payment of minimum
27 wages, including complying with the implementing regulation found in the Industrial Welfare
28

1 Commission's Industrial Wage Orders.

2 Defendant does not dispute that it has not paid, nor does it now pay, wages consistent
3 with the schedule of prevailing wages specified by the Court above. The parties' factual
4 stipulations regarding payroll records also demonstrate that those members of the Plaintiff
5 Class still employed by Defendant are still not receiving their wages within the time periods
6 specified by Labor Code § 204. Since Defendant has not cured its employment practices, the
7 Court finds and grants Plaintiffs' request for preliminary and permanent injunctive relief and
8 ORDERS Defendant, its agents, joint venturers, and partners henceforth to pay all inmate
9 employees of Defendant prevailing wages specified by this Court order and/or by Penal Code
10 § 2717.8; and to ensure, insofar as it is within its ability to do so in light of the fact that it is
11 required, pursuant to its Agreement with the State of California, to forward all wages to a State
12 of California designee for distribution to inmate employees and others pursuant to Penal Code
13 Section 2717.8, that all inmate employees receive their wages within the time periods
14 specified by California Labor Code § 204. This Court reserves jurisdiction should Defendant
15 fail to comply with this Order. The parties will brief the Court regarding Plaintiffs' entitlement to
16 fees and costs as a prevailing party on their claim for injunctive relief.

17
18 **V. NOTICE TO CLASS, PAYMENT OF JUDGEMENT, APPOINTMENT OF CLAIMS**
19 **ADMINISTRATOR**

20 The Court acknowledges the representation of the parties that the Defendant will be
21 unable to immediately satisfy the Judgment. Accordingly, the Court hereby provides the
22 following orders regarding distribution and oversight of the judgment issued for Plaintiffs
23 above:

24
25 1. On behalf of the Plaintiff class, counsel for Plaintiffs have negotiated an interim
26 payment schedule, allowing Defendant time to seek indemnification for this judgment from the
27 State of California. In accordance with this schedule, Defendant is ordered to pay \$40,000 by
28 March 29, 2002. If Defendant is continuing to operate and/or has not filed for bankruptcy,

1 Defendant is ordered to pay a minimum of \$10,000 per month, and, if its operating receivables
2 permit such payment, \$15,000 per month, beginning on June 15, 2002 and due on the 15th
3 day of each month thereafter. Interest on the unpaid portion of the judgment will be at the
4 statutory rate of ten percent (10%).

5
6 2. Defendant is hereby ordered to assign first position with respect to its right to
7 payment received from the State of California pursuant to the indemnity agreement set forth in
8 its Joint Venture Program Contract, or any other legal action against the State of California
9 arising from the claims set forth in this case, to the extent necessary to satisfy the judgment in
10 this action.

11 3. In the event that Defendant no longer prosecutes its claim for indemnification,
12 the entire judgment, plus interest, will be due within thirty days of the time Defendant no longer
13 prosecutes this claim. In any event, the full remaining judgment will be due and payable on
14 February 15, 2004, even if Defendant's claim for indemnification from the State of California
15 has not yet been resolved.

16 4. Until the judgment in this matter is satisfied, Defendant, its officers, agents,
17 employees, and all other persons acting, or purporting to act, on its behalf, are hereby
18 restrained and enjoined from withdrawing transferring, encumbering, disposing of, and/or
19 secreting away any monies, stocks, properties and/or other assets of Defendant, with the
20 exception of normal and customary business transactions which are reasonably necessary for
21 the continued operation and survival of Defendant.

22 5. In the event that Defendant fails to comply with the above-referenced payment
23 schedule, Defendant, its officers, agents, employees, and all other persons acting, or
24 purporting to act, on its behalf, are ordered to assign to Plaintiffs, until such time as the
25 judgment herein is fully satisfied or this order is amended, its rights to payments due or to
26 become due, including, but not limited to accounts receivable, rents, commissions, royalties,
27 non-exempt insurance policy loan values, general intangibles, judgment and instruments.
28

1 (CCP 708.510.) In addition, Defendant, its officers, agents, employees, and all other person
 2 acting, or purporting to act, on its behalf, are restrained and enjoined from assigning or
 3 otherwise disposing of its rights to payments that are to be assigned to Plaintiffs. (CCP
 4 708.520(a).) Failure by the Defendant to comply with these orders may subject the Defendant
 5 to being held in contempt of court. (CCP 708.520(d).)

6
 7 6. Defendant is ordered to provide Plaintiffs' counsel the opportunity to review and
 8 inspect, every sixty days at their request, at the office of Defendant's counsel, complete
 9 financial statements and accounts, including quarterly reports, bank records, tax returns, and
 10 other financial documents, until the judgment is paid in full by Defendant. Defendant is further
 11 ordered to provide Plaintiff's counsel the opportunity to inspect and inventory, every sixty days
 12 at their request, Defendant's equipment, furniture, materials, merchandise, and other assets,
 13 until the judgment is paid in full by Defendant.

14 From the payments made by Defendants, Plaintiffs' counsel will first be reimbursed for
 15 the costs incurred in prosecuting these claims on behalf of the Plaintiff class. The exact
 16 amount of costs will be determined by the Court, after an application of Plaintiffs' counsel.
 17 After the costs are paid, the remaining payments will be allocated as follows: Seventy-Five
 18 Percent (75%) of each payment will be allocated to pay the wages, damages, and penalties
 19 due to the Plaintiff class; and Twenty-Five Percent (25%) will be allocated to pay the attorney
 20 fees owed to counsel for the Plaintiffs for all services rendered to the Plaintiff Class in pursuing
 21 this litigation.

22
 23 The Court hereby APPOINTS the Claims Administrator, Rosenthal & Company, jointly
 24 selected by the parties, to provide notice of this judgment, providing notice of the Court-
 25 approved Notice of Proposed Settlement, to oversee all monies wired by Defendant to the
 26 Plaintiff Trust Account, to pay all claims due to class members from this Judgment, and to
 27 refund to Defendant any and all judgment monies relating to plaintiff class members who the
 28 Claims Administrator could not locate, after making reasonable efforts to do so, within One (1)

1 year of this Order and Judgment. The Court orders the Claims Administrator to use any funds
 2 deposited by Defendant in the Client Trust Account to first compensate counsel for Plaintiffs
 3 for any costs incurred in bringing this action, and which this Court finds and Orders are due.
 4 The Court further ORDERS Defendant to bear all costs incurred by the Claims Administrator in
 5 complying with this Order, at the rate of Seventy Dollars (\$70) per hour, including but not
 6 limited to consolidating existing damage distribution and plaintiff address data, providing notice
 7 to the Class, locating plaintiff class members who have moved or relocated, providing Plaintiffs
 8 with appropriate W-2 or 1099 documents regarding any damage payment received, and
 9 making all appropriate filings and/or interacting with the Internal Revenue Service regarding
 10 such damage payments to the Plaintiff class.
 11

12 To ensure that prompt notice of this Order and Judgment is given, the Court hereby
 13 Orders Defendant to pay the Claims Administrator within Seven (7) days of this Order \$2500,
 14 to be deposited into the Plaintiff Trust Account of the Claims Administrator, so as to cover the
 15 initial costs incurred by the Claims Administrator in establishing the address database and
 16 providing notice of this judgment. All additional costs incurred by the Claims Administrator
 17 shall be paid within Seven (7) days of the Defendant receiving a billing for the costs incurred.
 18

19 This Court reserves jurisdiction to oversee compliance with the orders and judgments
 20 contained herein.


21 IT IS SO ORDERED.

22 Dated: MAR 11 2002


23 **WILLIAM C. PATE**
 24 _____
 25 Honorable William C. Pate
 26 Superior Court of San Diego County
 27
 28

1 Submitted by:

2 **LAW OFFICES OF ROBERT BERKE**

3
4 By: 
5 Robert Berke, Esq.
6 Attorney for PLAINTIFF CLASS
7 and Plaintiff SHEARWOOD FLEMING, JR.

8 **BAHAN & HEROLD**

9
10 By: 
11 Janet Herold, Esq.
12 Attorney for PLAINTIFF CLASS and
13 Plaintiffs CHARLES ERVIN and UNITE

14 APPROVED AS TO FORM:

15 **ROBERT L. SHIPLEY, A.P.L.C.**

16
17 By: See next page for facsimile signature
18 Robert L. Shipley, Esq.
19 Attorney for Defendant CMT BLUES

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1 Submitted by:

2 **LAW OFFICES OF ROBERT BERKE**

3

4 By: _____
5 Robert Berke, Esq.
6 Attorney for PLAINTIFF CLASS
7 and Plaintiff SHEARWOOD FLEMING, JR.

8 **BAHAN & HEROLD**

9

10 By: _____
11 Janet Herold, Esq.
12 Attorney for PLAINTIFF CLASS and
13 Plaintiffs CHARLES ERVIN and UNITE

14 APPROVED AS TO FORM:

15 **ROBERT L. SHIPLEY J.P.L.C.**

16
17 By: _____
18 Robert L. Shipley, Esq.
19 Attorney for Defendant CMT BLUES

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