

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mike Arias, Esq. (CSB#115385) ARIAS, OZZELLO & GIGNAC, LLP 6701 Center Drive West Suite 1400 Los Angeles, CA 90045- TELEPHONE NO.: (310) 670-1600 FAX NO. (Optional): (310) 670-1231 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Class Plaintiffs</p>	<p>FOR COURT USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 600 S. Commonwealth Avenue MAILING ADDRESS: 600 S. Commonwealth Avenue CITY AND ZIP CODE: Los Angeles, California 90005 BRANCH NAME: Central Civil West Courthouse</p>	
<p>PLAINTIFF/PETITIONER: MARY LOUISE LARGEY DEFENDANT/RESPONDENT: GRAND VIEW MEMORIAL PARK</p>	
<p align="center">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)</p>	<p>CASE NUMBER: BC342549</p>

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): March 5, 2010
2. A copy of the judgment, decree, or order is attached to this notice.

Date: March 8, 2010

Arnold C. Wang, Esq.

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

ORIGINAL FILED

MAR 05 2010

LOS ANGELES
SUPERIOR COURT

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

ARIAS OZZELLO & GIGNAC LLP

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IN RE GRAND VIEW MEMORIAL PARK
LITIGATION

MARY LOUISE LARGEY, an individual,
et al.,

Plaintiffs,

vs.

GRAND VIEW MEMORIAL PARK, INC. a
California corporation, et al.,

Defendants.

Lead Case No.: BC342549

[Consolidated with Case Nos. BC361450,
EC044650, BC374377, and BC380126;
Related to Case Nos. BC377206,
BC391441, EC047240, BC400349,
EC048335, and BC402389]

Honorable Anthony J. Mohr, Dept. 309

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT

Date Action Filed: November 4, 2005
Trial Date: None

This matter having come before the Court for approval of the Class Action Settlement between Class Plaintiffs and Defendants (the "Settlement"), and the Court having granted Preliminary Approval on August 31, 2009 and having held the Final Approval Hearing on January 14, 2010, and the Court having determined that the members of the Settlement Class (as defined herein) were notified of the Settlement according to the

1 Court-approved Notice Program, and the Court having considered oral argument on the
2 Settlement, and the Court having considered all papers filed in connection with the
3 Settlement,

4 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY**
5 **ORDERED, ADJUDGED AND DECREED that:**

6 1. The Settlement between Class Plaintiffs and Defendants as set forth in the
7 Settlement Agreement is fair, reasonable, and adequate, and as such, its final approval is
8 hereby granted;

9 2. The parties shall perform the terms of the Settlement Agreement;

10 3. The Settlement Class is hereby finally certified and confirmed, for settlement
11 purposes only, pursuant to CALIFORNIA CODE OF CIVIL PROCEDURE Section 382;

12 4. The Settlement Class is defined as follows: "All Persons who: (1) are or
13 were vested with the right, pursuant to California Health & Safety Code § 7100, to control
14 the disposition of the remains of any decedent buried at Grand View Cemetery; (2)
15 contracted with any one or more of the Defendants for funeral and/or burial services of any
16 decedent interred at Grand View Cemetery; (3) are grandparents, parents, spouse, siblings,
17 children, or grandchildren of any decedent buried at Grand View Cemetery and, (i) were
18 aware of the death of the decedent; (ii) were aware that funeral or burial services were
19 being performed for the decedent; and, (iii) were among those on whose behalf or for
20 whose benefit the funeral or burial services were performed; and/or (4) are close family
21 members who lived in the household of the decedent at the time of the death and (i) were
22 aware of the death of the decedent; (ii) were aware that funeral or burial services were
23 being performed for the decedent; and, (iii) were among those on whose behalf or for
24 whose benefit the funeral or burial services were performed. Excluded from the Settlement
25 Class are all Persons to the extent that they properly and timely opt out pursuant to Section
26 7 of the Settlement Agreement";

27 5. The Application by Class Counsel for an Award of Attorneys' Fees,
28 Reimbursement of Expenses, and Incentive Payment for Class Representatives is granted.

1 Class Counsel shall be awarded attorneys' fees in the amount of \$1,161,750.00. Class
2 Counsel shall be reimbursed of expenses in the amount of \$165,566.15. Class Plaintiffs
3 Mary Louise Largey, Sherry Boyles, and Mary B. Green shall each be awarded an incentive
4 payment in the amount of \$5,000.00, for a total amount of \$15,000.00;

5 6. Each member of the Settlement Class is hereby deemed conclusively to have
6 released, with prejudice, the following Defendants for any claims raised in the Complaint
7 herein: Grand View Memorial Park, Inc., Grand View Partners, Inc., Marsha Lee Howard,
8 The Estate of Marsha Howard, Estate of Marsha Lee Howard, by and through her personal
9 representative, The Estate of Marsha Lee Howard, Deceased; Thomas Trimble, as
10 Administrator for the Estate of Marsha Howard; Moshe Goldsman; Kiefer & Eyerick
11 Mortuary; Professional Mortuary Transport Services, Inc.; Professional Mortuary
12 Transport, Inc.; Grand View Memorial Park Crematory; Grand View Crematory, Inc. (a.k.a.
13 Grand View Creamtory, Inc.); Grand View Memorial Park; James Hepburn; David
14 Hepburn; Robert Hepburn; Jack Grossman; and, Estate of Jack Grossman, Deceased;

15 7. Each member of the Settlement Class is barred and permanently enjoined
16 from commencing or prosecuting any of the claims, either directly or indirectly,
17 representatively or in any other capacity, that are released by the Settlement Agreement;
18 and,

19 8. Without affecting the finality of this Judgment, the Court reserves and retains
20 continuing jurisdiction over the performance, administration and consummation of the
21 Settlement.

22 **IT IS SO ORDERED.**

23
24 Dated: MAR 05 2010

25 **ANTHONY J. MOHR**
26 _____
27 Honorable Anthony J. Mohr
28 JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 6701 Center Drive West, Suite 1400, Los Angeles, California 90045-1558.

On **March 8, 2010**, I served the foregoing document described as: **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on interested parties in this action by placing the original a true copy thereof, as follows:

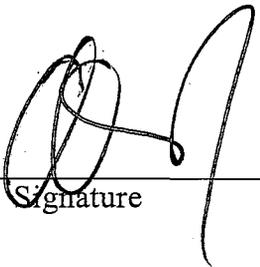
BY E-MAIL TO CASEHOMEPAGE: I hereby certify that this document was uploaded to the *In Re Grand View Memorial Park Litigation* website and will be posted on the website by the close of the next business day and the webmaster will give e-mail notification to all parties.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **March 8, 2010** at Los Angeles, California.

Ashley Hart

Type or Print Name



Signature