

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL

MINUTE ORDER

RECEIVED

Date: 07/08/2009

Time: 11:00:00 AM

Dept: C-70

JUL 09 2009

Judicial Officer Presiding: Judge Jay M. Bloom  
Clerk: Lynn Rockwell

Bailiff/Court Attendant:  
ERM: Not Reported

Case Init. Date: 07/24/2007

Case No: 37-2007-00071725-CU-BT-CTL Case Title: Edleson vs. American Home Shield of California, Inc

Case Category: Civil - Unlimited Case Type: Business Tort

Event Type: Motion Hearing (Civil)

Causal Document & Date Filed:

Appearances:

The Court, having taken the above-entitled matter under submission on 07/02/2009 and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

**THE MOTION FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT IS DENIED. ALL EVIDENTIARY OBJECTIONS ARE OVERRULED.**

The motion for final approval of the class action settlement is denied. While the court respects the views of Justice Wiener and learned counsel in this case, the court cannot justify approval of the settlement. Plaintiffs, other than the two lead plaintiffs, really get nothing more than a right to submit or resubmit claims to a defendant that has allegedly not acted in good faith on prior occasions. There are no guarantees claims will now be accepted or properly serviced, or that if improperly denied, plaintiffs have any realistic remedy. They may have the right to sue in the future, but that is subject to the applicable statute of limitations in each jurisdiction in the United States. The court has no information as to what the applicable limitations are or what other limits may exist to preclude filing of a lawsuit.

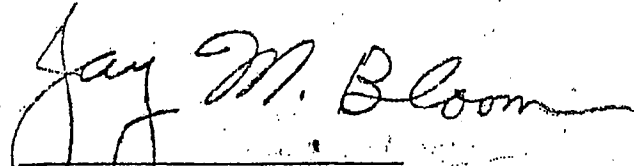
The settlement also allows defendant to essentially sell more insurance to plaintiffs at an unspecified price. This allows defendant to make additional money from the settlement rather than paying it out to plaintiffs. The contractor relations initiative also does not provide plaintiffs with any realistic guarantees. The entire settlement essentially asks plaintiffs to give up many viable and realistic rights in return for the hope that defendant will act in good faith. Without more concrete guarantees, plaintiffs, other than the lead plaintiffs, have gotten very little in return for a waiver of claims against defendant. In the face of this illusory result for plaintiffs, counsel receive \$2.75 million and defendants substantially limit their liability for past conduct. The court cannot accept this result. Any settlement must give the plaintiff class some tangible benefits or an unfettered right to bring legal claims against defendant.

**Plaintiffs' MOTION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES is DENIED.**

Case No: 37-2007-00071725-CU-BT-CTL Case Title: Edleson vs. American Home Shield of California, Inc

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It is so ordered.

  
Jay M. Bloom

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

Central  
330 West Broadway  
San Diego, CA 92101

**SHORT TITLE:** Edleson vs. American Home Shield of California, Inc

**CLERK'S CERTIFICATE OF SERVICE BY MAIL**

**CASE NUMBER:**  
37-2007-00071725-CU-BT-CTL

I certify that I am not a party to this cause. I certify that a true copy of the attached was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at San Diego, California, on 07/09/2009.

08 *up*

Clerk of the Court, by: *L. Rockwell*, Deputy  
L. Rockwell

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Additional names and address attached.

<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b></p> <p><input type="checkbox"/> COUNTY COURTHOUSE, 220 W. BROADWAY, SAN DIEGO, CA 92101-3814</p> <p><input checked="" type="checkbox"/> HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101-3827</p> <p><input type="checkbox"/> FAMILY COURT, 1555 6TH AVE, SAN DIEGO, CA 92101-3294</p> <p><input type="checkbox"/> MADGE BRADLEY BLDG., 1409 4TH AVE., SAN DIEGO, CA 92101-3105</p> <p><input type="checkbox"/> KEARNY MESA BRANCH, 8950 CLAIREMONT MESA BLVD., SAN DIEGO, CA 92123-1187</p> <p><input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92083-6643</p> <p><input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941</p> <p><input type="checkbox"/> RAMONA BRANCH, 1428 MONTECITO RD., RAMONA, CA 92065-5200</p> <p><input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910-5649</p> <p><input type="checkbox"/> JUVENILE COURT, 2851 MEADOW LARK DR., SAN DIEGO, CA 92123-2792</p> <p><input type="checkbox"/> JUVENILE COURT, 325 S. MELROSE DR., VISTA, CA 92083-6634</p>	<p style="text-align: right;"><small>FOR COURT USE ONLY</small></p> <p style="text-align: center;"><b>F I L E D</b></p> <p style="text-align: center;">Clerk of the Superior Court</p> <p style="text-align: center;">JUL 08 2009</p> <p style="text-align: center;">By: L. ROCKWELL, Deputy</p>
<p>PLAINTIFF(S)/PETITIONER(S)</p> <p>EDLESON</p>	
<p>DEFENDANT(S)/RESPONDENT(S)</p> <p>AMERICAN HOME SHIELD OF CALIFORNIA, INC., et al.</p>	<p>JUDGE: Jay M. Bloom</p> <p>DEPT: 70</p>
<p style="text-align: center;"><b>CLERK'S CERTIFICATE OF SERVICE BY MAIL</b> (CCP 1013a(4))</p>	<p>CASE NUMBER 2007-71725</p>

I, certify that: I am not a party to the above-entitled case; that on the date shown below, I served the following document(s):

Ruling on Plaintiff's Motion for Final Approval of Class Action Settlement

on the parties shown below by placing a true copy in a separate envelope, addressed as shown below; each envelope was then sealed and, with postage thereon fully prepaid, deposited in the United States Postal Service at:  San Diego  Vista  El Cajon  Chula Vista  Ramona, California.

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CLERK OF THE SUPERIOR COURT

Date: July 8, 2009

by L. Rockwell Deputy

L. Rockwell