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15
16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18

19 ROSENBAUM CAPITAL, LLC,

20 Plaintiff,

21 v.

22 JOHN E. MCNULTY, TIM STEINKOPF and
23 SECURE COMPUTING CORPORATION,

24 Defendants.
25
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27
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Case No. 3:07-CV-0392-SC

**ORDER APPROVING AWARD OF
ATTORNEYS' FEES AND
REIMBURSEMENT OF EXPENSES**

1 A hearing was held before this Court on June 26, 2009 to determine whether the terms and
2 conditions of the Stipulation of Settlement, dated December 31, 2008 (the “Stipulation”), between
3 Lead Plaintiff Rosenbaum Capital, LLC (“Lead Plaintiff”), on behalf of itself and each of the
4 Class Members, and Defendants, John E. McNulty, Tim Steinkopf and Secure Computing
5 Corporation (“Secure”) (collectively “Defendants”), should be approved and, to determine,
6 among other issues, whether the Court should grant Lead Plaintiff’s motion for an award of
7 attorneys’ fees and reimbursement of expenses.
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9 The Court, having considered all matters submitted, including the declarations of counsel
10 regarding their lodestar and the work engaged in, having heard argument from counsel and
11 otherwise having determined the fairness and reasonableness of the proposed Settlement and the
12 fairness, reasonableness and appropriateness of the request for an award of attorneys’ fees and
13 reimbursement of expenses:
14

15 **NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

16 1. This Order incorporates by reference the definitions in the Stipulation, and all
17 capitalized terms used herein shall have the same meaning as set forth in the Stipulation.

18 2. This Court has jurisdiction over the subject matter of the Action and over all
19 parties to the Action, including all Members of the Class.

20 3. The Court has by separate Final Judgment found that each of the applicable
21 provisions of Rule 23(a) of the Federal Rules of Civil Procedure has been satisfied and the Action
22 has been properly maintained according to the provisions of Rule 23(b) of the Federal Rules of
23 Civil Procedures; and the Court has granted final approval the Settlement.
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25 4. The application by Plaintiff’s Counsel for an award of attorneys’ fees and
26 reimbursement of expenses from the Gross Settlement Fund is hereby granted by the Court and
27 the Court hereby awards attorneys’ fees in the amount of thirty percent (30%) of the Gross
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1 Settlement Fund and reimbursement of expenses in the amount of \$ 85,318.05 (plus accrued
2 interest to the date of this Order).

3 5. The awarded attorneys' fees, plus reimbursement of expenses, shall be paid
4 to Lead Counsel from the Settlement Fund subject to the terms, conditions and obligations of
5 the Stipulation, which terms, conditions and obligations are incorporated herein.

6 6. Said fees shall be allocated by Lead Counsel to other Plaintiffs' counsel in a
7 manner which, in Lead Counsel's good faith judgment, reflects each counsel's contribution to the
8 institution, prosecution and resolution of this litigation.

9 7. Exclusive jurisdiction is hereby retained over the parties and the Class Members
10 for all matters relating to this litigation, including the administration, interpretation, effectuation
11 or enforcement of the Stipulation and this Order.

12 8. Notwithstanding the above, in the event that the Settlement does not become
13 effective in accordance with the terms of the Stipulation, or the Effective date does not occur, this
14 order shall be rendered null and void and shall be vacated and, in such event, all orders entered
15 and releases delivered in connection herewith shall be null and void, and the attorneys' fees and
16 expenses, if previously paid by Secure, shall be returned to Secure as provided for in the
17 Stipulation.

18 Dated: July _ 8 _, 2009.

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23 THE HONORABLE SAMUEL CONTI
24 UNITED STATES DISTRICT JUDGE