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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

AMBER ANDERSON, NATASHA  
WILSON, MARCEL EDWARDS,  
SERENA HAWKINS, et al.,

Plaintiffs,

vs.

NEXTEL RETAIL STORES, LLC,

Defendant.

Case No. CV07-4480-SVW(FFM\X)

**MODIFIED [~~PROPOSED~~] FINAL  
JUDGMENT**

MAGALY QUINTEROS,  
CHRISTINA MARIN, et al.,

Plaintiffs,

vs.

SPRINT NEXTEL CORPORATION,  
et al.,

Defendants.

Case No.: 2:07-cv-06362-SVW(FFM)

NICOLE A. SENFF, et al.,

Plaintiffs,

vs.

SPRINT NEXTEL, et al.

Defendants.

Case No.: 2:07-cv-06576-SVW(FFM)

1 Plaintiffs moved this Court for final approval of the Settlement and have  
2 submitted documents in support thereof. There was one objection filed with respect  
3 to the scope of the release contained in the Settlement. Plaintiffs' motion came on  
4 for hearing before this Court on April 27, 2009, at 1:30 p.m. in Courtroom 6 of the  
5 United States District Court for the Central District of California, pursuant to  
6 noticed motion and notice to the Certified Class. Counsel for the Parties and the  
7 Objectors were present.

8 On April 12, 2010, the Court entered an Order granting final approval subject  
9 to a narrowing of the class members' release to exclude the release of claims  
10 brought under the Fair Labor Standards Act, and upon the sending of a revised  
11 notice to all settlement class members as proposed by the Parties in the Joint  
12 Response of Plaintiffs and Defendants to the Court's Order Re Final Approval of the  
13 Settlement Agreement [Docket No. 102] (hereinafter, Joint Response).

14 The Court received information in support of Plaintiffs' motion for attorneys'  
15 fees, costs and enhancement fees for the named Plaintiffs. The Court requested and  
16 received additional information regarding the request for fees, and on June 30, 2010,  
17 it issued its Order Granting-in-Part and Denying-in-Part Motion for Approval of  
18 Fees, Costs and Enhancement.

19 The Court, having fully considered Plaintiffs' Motion, the Memorandum of  
20 Points and Authorities filed in support thereof, the Declarations filed in support  
21 thereof, the Settlement Agreement itself, the objection filed by Tracy Hernandez, the  
22 parties' Joint Response, and oral argument presented to this Court and on that basis,  
23 the Court **HEREBY ORDERS AND DETERMINES** as follows:

24 1. **ORDER FINALLY APPROVING THE SETTLEMENT CLASS**  
25 **AND APPOINTING CLASS REPRESENTATIVES AND CLASS COUNSEL**

26 The Court finds that certification of the Class, as defined below, for  
27 settlement purposes only, is appropriate under Federal Rule of Civil Procedure 23  
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1 and related case law:

2 The “Settlement Class” consists of:

3 a. All persons employed by Nextel Retail, LLC who were hired, re-hired  
4 or transferred into a retail store consultant position in retail sales locations in the  
5 State of California at any time from August 27, 2005, to October 28, 2008;

6 b. All persons employed by Sprint/United Management Company  
7 (“SUMC”) or Nextel Retail, LLC in the State of California who received a  
8 negotiable paper paycheck from SUMC or Nextel Retail, LLC from July 14, 2006,  
9 to April 5, 2007;

10 c. All persons employed by SUMC who were hired, re-hired or  
11 transferred into a retail store consultant position in retail sales locations in the State  
12 of California at any time from June 29, 2007, to October 28, 2008.

13 The Court finds that this Class meets ascertainability, numerosity,  
14 commonality, and typicality requirements to justify certification and that resolution  
15 of this matter through a class action is superior to other available methods. The  
16 Court finds that (1) Plaintiffs AMBER ANDERSON, NATASHA WILSON,  
17 MARCEL EDWARDS, SERENA HAWKINS, MAGALY QUINTEROS,  
18 CHRISTINA MARIN, and NICOLE SENFF are adequate class representatives and  
19 appoints them as such, and (2) Class Counsel has adequately represented the Class,  
20 and their appointment as Class Counsel is confirmed. Accordingly, the Court finally  
21 certifies the Class described above for settlement purposes only.

22 **2. FINAL APPROVAL OF NOTICE PROGRAM**

23 Pursuant to the Court’s Preliminary Approval Order, the approved form  
24 Notice was mailed to the Class Members by first class mail. The Notice informed  
25 Class Members of the terms of the Settlement, their opportunity to file claims or to  
26 opt-out, to file written objections, and to appear in person or by counsel at the  
27 fairness hearing. A second notice was sent when it was discovered that the release  
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1 language in the claim form was inadvertently different from the Settlement  
2 Agreement and Notice. The difference was that the language of the release as stated  
3 in the claim form was both over and under-inclusive as opposed to the actual  
4 language. The second notice corrected this issue and accurately advised class  
5 members of the scope of the applicable release. Finally, the parties have agreed to a  
6 third notice to the settlement class members to be placed on the check stub, and with  
7 respect to those who have opted-out via a separate notice, to advise them of the  
8 release as modified by the parties in the Joint Response. In conjunction with the  
9 third notice, Defendants have agreed to provide individuals who previously opted-  
10 out of the settlement with a second opportunity to make claims against the  
11 settlement.

12 The Court finds these procedures afforded protections to Class Members and  
13 provide the basis for the Court to make an informed decision respecting approval of  
14 the Settlement. The Court further finds that the Notice provided in this case was the  
15 best practicable notice and satisfied the requirements of Federal Rule of Civil  
16 Procedure 23 and Constitutional due process.

17 Defendants have filed documents with this Court to show compliance with 28  
18 U.S.C. § 1715(b), which requires that Defendants notify the Attorney General of the  
19 United States and the appropriate State official of each State where a Settlement  
20 Class Member resides. The Court finds that Defendants have complied with this  
21 statute.

22 **3. FINAL APPROVAL OF THE SETTLEMENT**

23 The Court has reviewed the Settlement Agreement, as modified by the Joint  
24 Response, and finds that the settlement is fair, adequate and reasonable when  
25 balanced against the possible outcomes of further litigation relating to class  
26 certification, liability and damages. The Court further finds that extensive  
27 investigation, informal and formal discovery, and research have been conducted  
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1 such that counsel for all parties are able to reasonably evaluate their respective  
2 positions. The Court also finds that settlement at this time will avoid additional  
3 substantial costs such as those that have already been incurred by both parties and  
4 will avoid delay and risks that would be presented by further prosecution of the  
5 litigation. The Court finds that the Settlement has been reached after intensive,  
6 serious and non-collusive at arm's-length negotiations.

7 Taking into account (1) the value of the Settlement, (2) the risks inherent in  
8 continued litigation, (3) the extent of discovery completed and the stage of litigation  
9 when Settlement was reached, (4) the complexity, expense and likely duration of the  
10 litigation in the absence of settlement, and (5) the experience and views of Class  
11 Counsel, the Court finds that the Settlement is fair, adequate, reasonable and  
12 deserves this Court's final approval.

13 Pursuant to the terms of the Stipulation of Settlement, in exchange for the  
14 Class Members agreeing to release the Released Claims, as modified by the Joint  
15 Response, Defendants agreed to pay to the Class Members a maximum payment of  
16 \$2,800,000.00, which is inclusive of attorneys' fees to Class Counsel in the total  
17 amount of \$372,601.50. The Court finds that the Settlement is fair, reasonable and  
18 adequate in all respects. The Court further finds that the Settlement was made in  
19 good faith, negotiated at arm's-length and represents the best interests of the Parties  
20 and the absent Class Members. Accordingly, the Court orders the parties to  
21 consummate the Settlement in accordance with the terms of the Stipulation of  
22 Settlement, as modified by the Joint Response.

23 Neither this Final Judgment nor the Settlement shall constitute an admission  
24 by Defendants of any liability or wrongdoing whatsoever, nor is this Final Judgment  
25 a finding of the validity or invalidity of any claims in the action or a finding of  
26 wrongdoing by Defendants. Should any reviewing Court on direct appeal and/or on  
27 writ of certiorari to the Supreme Court of the United States invalidate the Settlement  
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1 Agreement or require its modification, the Settlement Agreement and any  
2 documents associated with it shall be null and void, inadmissible, and unusable in  
3 any Court proceeding regarding any issue whatsoever, and shall not be considered a  
4 binding Settlement Agreement, unless Plaintiffs and Defendants expressly and  
5 voluntarily approve in writing to any such required modification by any reviewing  
6 Court.

7 **4. DISMISSAL AND RELEASE**

8 The Court received the objection filed by Nichols Kaster, PLLP, Nichols  
9 Kaster, LLP and Stueve Siegel and Hanson LLP on behalf of Tracy Hernandez and  
10 the Class she represents. The Court overrules the objection because the claims  
11 released arise from the identical factual predicate and/or common nucleus of  
12 operative facts as the claims at issue in this action. Class Plaintiffs v. City of  
13 Seattle, 955 F.2d 1268, 1287-88 (9th Cir. 1992). Both this action and Sibley v.  
14 Sprint/Nextel Corporation, Case No. 08-2222-KHV (D. Kan.), involve claims  
15 regarding commission payments and deductions or chargebacks against these  
16 payments to Defendants' retail employees. The Court also finds that the Notice  
17 provided reasonable and adequate notice to the potential class members so that they  
18 understood the scope of the release and the terms they were asked to consider. Fed.  
19 R. Civ. P. 23(c)(2)(B). Because parties are entitled to release claims in accordance  
20 with the terms of the Settlement Agreement, as modified by the Joint Response, this  
21 action shall be dismissed on the merits and with prejudice, with each party bearing  
22 its own costs, except as provided in the Settlement Agreement.

23 Without affecting the finality of the Final Judgment, the Court reserves the  
24 continuing and exclusive jurisdiction over the parties to the Settlement Agreement  
25 to administer, supervise, construe and enforce the Settlement Agreement in  
26 accordance with its terms to the mutual benefit of the parties.

1           **5. ATTORNEYS' FEES AND COSTS**

2           The Court finds that Class Counsel, having conferred a benefit on absent  
3 Class Members and having expended efforts to secure compensation to the Class,  
4 are entitled to a fee, and accordingly, the Court awards attorneys' fees to Class  
5 Counsel in the total amount of \$372,601.50, and litigation costs of \$13,136.97.  
6 [6/30/10 Order, Docket No. 110.] These amounts are payable directly by  
7 Defendants as set forth in the Stipulation of Settlement.

8           The difference between the maximum amounts of fees and costs allowed  
9 under the Settlement Agreement and the amounts awarded are to be distributed to  
10 Class Members in accordance with the terms of the Settlement Agreement. The  
11 request for enhancement fees for the Class Representatives having been denied,  
12 [6/30/10 Order, Docket No. 110], the amounts requested but not awarded will be  
13 distributed to Class Members in accordance with the terms of the Settlement  
14 Agreement.

15           **6. CLAIMS ADMINISTRATION**

16           The Court approves that Rust Consulting will administer the Settlement and  
17 further directs Defendants to pay the settlement amounts according to the  
18 Stipulation of Settlement.

19           The Court further approves the payment of claims administration fees to Rust  
20 Consulting in the amount of \$45,547.00.

21           **7. PAGA PENALTIES**

22           In release of Plaintiffs' claim under California Labor Code section 2698, et  
23 seq., the Labor Code Private Attorneys General Act of 2004, the Parties allocated  
24 \$30,000.00 as PAGA penalties. The Court finds that this amount is fair and  
25 reasonable and will fully satisfy the Parties' obligation under section 2698, et seq. to  
26 pay any amounts attributable to PAGA penalties.  
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**8. CONCLUSION**

For the reasons set forth in the Court’s Order granting final approval of the Settlement entered on April 12, 2010, and Order Granting-in-Part and Denying-in-Part Motion For Approval of Fees, Costs, and Enhancement dated June 30, 2010, the Court approves the settlement, attorneys’ fees, expenses, and costs as set forth herein. Service has been effected as required by 28 U.S.C. § 1715 and the only objection is overruled.

**DATED:** July 20, 2010

~~\_\_\_\_/s/ Stephen V. Wilson\_\_\_\_~~  
Hon. Steven V. Wilson  
United States District Judge

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