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CLOSED

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

14 CATALINA RICALDAI, an individual;
 15 on behalf of herself and all others
 16 similarly situated,
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 18 Plaintiff,
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 20 vs.
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 22 US INVESTIGATIONS SERVICES,
 23 LLC, a Delaware limited liability
 24 company, and DOES 1 through 10,
 25 inclusive,
 26
 27 Defendants.

Case No. CV 10-07388 DDP(PLAx)

CLASS ACTION

**ORDER GRANTING FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND AWARDED
 ATTORNEYS' FEES AND
 COSTS; JUDGMENT**

1 The Court has read and considered Plaintiff's Motion for Final Approval,
2 including Class Counsel's request for an award of attorneys' fees and costs, the
3 Stipulation of Settlement and Release ("Stipulation for Settlement") and all exhibits
4 thereto.

5 IT IS HEREBY ORDERED, ADJUGED AND DECREED THAT:

6 1. All terms used herein shall have the same meaning as defined in the
7 Stipulation for Settlement.

8 2. This Court has jurisdiction over the subject matter of this litigation and
9 over all parties to this litigation, including all Settlement Class members.

10 3. Final approval shall be with respect to the Settlement Class defined to
11 include individuals who fall within either or both of these groups: (a) all persons who
12 have been employed or are currently employed by US Investigations Services, LLC
13 ("USIS") in California as Field Investigators, at any time from August 26, 2006
14 through May 2010; and (b) all persons who were formerly employed by USIS in
15 California as Field Investigators from August 26, 2007 through the date of
16 preliminary approval.

17 4. The distribution of the Notice, Claim Form and reminder postcard to the
18 Settlement Class members as set forth in the Stipulation for Settlement has been
19 completed in conformity with the Preliminary Approval Order. The Notice provided
20 adequate notice of the proceedings and about the case, including the proposed
21 settlement terms as set for the in the Settlement Agreement. The Notice fully
22 satisfied due process requirements. The Notice was sent via U.S. Mail to all persons
23 entitled to such notice and to all Settlement Class members who could be identified
24 through reasonable effort. As executed, the Notice was the best notice practicable
25 under the circumstances.

26 5. The Court hereby approves the terms set forth in the Stipulation for
27 Settlement and finds that the settlement is, in all respects, fair, adequate, and
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1 reasonable, and directs the parties to complete the remaining steps of the settlement
2 according to its terms. The Court finds that the settlement has been reached as a
3 result of intensive, serious, and non-collusive arm's-length negotiations. The Court
4 further finds that the parties have conducted extensive investigation and research,
5 and their attorneys are able to reasonably evaluate their respective positions. The
6 Court also finds that settlement now will avoid additional and potentially substantial
7 litigation costs, as well as delay and risks if the parties were to continue to litigate the
8 case. The Court has reviewed the monetary recovery being provided as part of the
9 settlement and recognizes the significant value accorded to the Settlement Class
10 members. One Settlement Class member objected to the Stipulation for Settlement
11 and this Objection is over-ruled. One Settlement Class members requested exclusion
12 from the Settlement.

13 6. The Settlement is not a concession or admission, and shall not be used
14 against US Investigations Services, LLC ("USIS") or any of the Released Parties as
15 an admission or indication with respect to any claim of any fault or omission by
16 USIS or any of the other Released Parties. Regardless of whether the Court grants
17 final approval of the Stipulation for Settlement, neither the Stipulation for
18 Settlement, nor any document, statement, proceeding or conduct related to the
19 Stipulation for Settlement, nor any reports or accounts thereof, shall in any event be:
20 (a) construed as, offered or admitted in evidence as, received as or deemed to be
21 evidence for any purpose adverse to the Released Parties, including, but not limited
22 to, evidence of a presumption, concession, indication or admission by USIS or any of
23 the other Released Parties of any liability, fault, wrongdoing, omission, concession or
24 damage; or (b) disclosed, referred to, or offered or received in evidence against any
25 of the Released Parties in any civil, criminal or administrative action or proceeding,
26 except for purposes of enforcing the settlement pursuant to the Stipulation for
27 Settlement.

1 7. USIS shall pay the Settlement Class members pursuant to the claim
2 procedure described in the Settlement Agreement. USIS shall have no further
3 liability for costs, expenses, interest, attorneys' fees, or for any other charge,
4 expense, or liability, except as provided in the Stipulation for Settlement.

5 8. The Court grants final approval of the Total Settlement Amount of Nine
6 Hundred Thousand Dollars and Zero Cents (\$900,000.00) agreed upon by the parties
7 and pursuant to the Stipulation for Settlement.

8 9. The Court awards Catalina Ricaldai, the Class Representative, Five
9 Thousand Dollars and Zero Cents (\$5,000.00) for her service to the Class and Five
10 Thousand Dollars and Zero Cents (\$5,000.00) as payment for settlement of her
11 individual claims (\$10,000.00 total). The Court finds that this amount is fair and
12 reasonable in light of Plaintiff's contributions to this litigation. This award is
13 unopposed by USIS.

14 10. The Court awards attorneys' fees of Three Hundred Thousand Dollars
15 and Zero Cents (\$300,000.00) and costs of Twenty Thousand Dollars and Zero Cents
16 (\$20,000.00) payable to Class Counsel. These amounts are unopposed by USIS.
17 The Court finds that the attorneys' fees and costs requested were reasonable in light
18 of the relevant factors under California law. No other attorneys or law firms shall
19 recover any further award of attorneys' fees or costs from USIS in any way
20 connected with this Action.

21 11. The Court approves the settlement administration expenses in the
22 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) payable to Simpluris
23 Inc.

24 12. The Court hereby approves payment of penalties to the Labor and
25 Workforce Development Agency pursuant to the Private Attorneys General Act of
26 2004, California Labor Code §§ 2698 et seq., in the amount of \$0.

1 13. The Court hereby orders the Settlement Administrator to distribute the
2 payments to Settlement Class members, Class Counsel and the Class Representative
3 in accordance with the provisions of the Stipulation for Settlement.

4 14. After administration of the settlement has been completed in accordance
5 with the Stipulation for Settlement and all amounts calculated, and in no event later
6 than 130 days after the Effective Date, USIS shall file a report with this Court
7 certifying compliance with the terms of the Stipulation for Settlement.

8 15. The Court finds that the Stipulation for Settlement has been drafted and
9 entered into in good faith and constitutes a fair, reasonable, and adequate
10 compromise of the Released Claims against USIS and all other Released Parties.

11 16. As of the Effective Date, all Settlement Class members who either: (a)
12 sent a timely Claim Form; or (b) failed to send a timely Claim Form but did not
13 submit a timely written request to be excluded from the settlement are bound by the
14 release and waiver listed in the Stipulation for Settlement. This final order shall have
15 the force and effect of *res judicata*, collateral estoppel and/or claim or issue
16 preclusion as to them. Accordingly, as of the final judgment, Settlement Class
17 members who have not been excluded are hereby forever barred and enjoined from
18 prosecuting the Released Claims during the Settlement Class members' Released
19 Period against USIS. Plaintiff is also hereby forever barred and enjoined from
20 prosecuting any claims covered by her individual release against the Released
21 Parties.

22 17. Payment to the Settlement Class members from the Meal Period
23 Allocation for unpaid wages shall not trigger any obligation of any kind whatsoever
24 by USIS to make any contributions or payment to the Settlement Class related to any
25 retirement benefit account. Payments to the Settlement Class members will also not
26 have any effect on any other benefits for Settlement Class members (*e.g.*, vacation or
27 holiday pay).

1 18. Without affecting the finality of this final approval order and judgment
2 in any way, the Court shall have continuing jurisdiction over the construction,
3 interpretation, implementation, and enforcement of the Stipulation for Settlement in
4 accordance with its terms, and over the administration and distribution of the
5 settlement proceeds.

6 19. If the Stipulation for Settlement does not become final and effective in
7 accordance with the terms of the Stipulation for Settlement, then this judgment and
8 all orders entered in connection herewith, including any order certifying the
9 Settlement Class, appointing the Class Representative and appointing Class Counsel
10 shall be rendered null and void and shall be vacated.

11 IT IS SO ORDERED.

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13 Dated: September 06, 2013



14 Honorable Dean D. Pregerson
15 United States District Judge

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