

1 Plaintiff Ricardo Casas and Defendant Belfor USA Group, Inc. have reached
2 a settlement of a putative class action. On May 25, 2016, this Court: (1)
3 preliminarily certified a class for settlement purposes; (2) preliminarily approved
4 the terms of the proposed class action; and (3) authorized notice to the Settlement
5 Class of the terms of the proposed Settlement. Having completed the notice process
6 and no objectors having come forward, Plaintiff moves for final approval of a class
7 action settlement of the claims asserted against Defendant, memorialized in the
8 Amended Class Action Settlement Agreement (“Settlement” or “Settlement
9 Agreement”). (Dkt. 41-1.) Capitalized terms in this Order shall have the same
10 meaning as in the Settlement Agreement unless stated otherwise.

11 After reviewing the Settlement Agreement, the Motion for Order Granting
12 Final Approval, and other related documents, and having heard the argument of
13 counsel for the respective Parties, IT IS HEREBY ORDERED AS FOLLOWS:

14 1. The Court has jurisdiction over the Parties to this action, including all
15 members of the Class as defined in the Settlement Agreement.

16 2. The Court finds and concludes, for purposes of settlement only, that
17 the proposed Class satisfies the applicable standards for certification under Federal
18 Rule of Civil Procedure 23. The requirements of Rule 23(a) are satisfied because
19 the Class is so numerous that joinder of all Class members is impracticable, there
20 are questions of law or fact common to the Class, the claims of Plaintiff are typical
21 of the claims of the Class, and Plaintiff will fairly and adequately protect the
22 interests of the Class. The requirements of Rule 23(b)(3) are satisfied because
23 questions of law or fact common to Class Members predominate over any questions
24 affecting only individual Class Members, and the class action device is superior to
25 other available methods for fairly and efficiently adjudicating this controversy.
26 Accordingly, solely for the purposes of effectuating this Settlement, the Court
27 hereby certifies the Class as defined below:

28 All persons employed by Belfor USA Group, Inc., in California

1 as non-exempt, hourly paid technicians at any time during the
2 period from September 24, 2010 through January 31, 2016.

3 3. The Court hereby grants final approval of the Settlement Agreement as
4 it meets the criteria for final settlement approval. The Settlement is fair, adequate,
5 and reasonable; appears to be the product of arms'-length and informed
6 negotiations; and treats all Class members fairly.

7 4. The Class Notice approved by the Court was mailed to each member of
8 the Class by first-class mail on June 24, 2016. The Notice informed Class Members
9 of the terms of the Settlement, of their right to receive their proportional share of
10 the Settlement without the need to return a claim form, of their right to comment
11 upon and request to be excluded from the Settlement or object to the Settlement,
12 and of their right to appear in person or by counsel at the time of the Final Approval
13 hearing. Follow-up efforts were made to send the Class Notice to those individuals
14 whose original Class Notices were returned undeliverable.

15 5. The Court has determined that the Notice given to the Class fully and
16 accurately informed the Class of all material elements of the proposed Settlement,
17 constituted the best practicable notice, and fully meets the requirements of Rule 23
18 and the U.S. Constitution.

19 6. There were no requests for exclusion from the Settlement. The Court
20 hereby orders that all Class Members have released all claims or causes of action
21 settled under the terms of the Settlement Agreement. All Class Members are
22 hereby forever barred and enjoined from commencing or prosecuting any of the
23 claims, either directly or in any other capacity, that are released by the Settlement
24 Agreement.

25 7. Having received no objections, and the time for submitting such
26 objections having passed, the Court finds that no valid objections have been
27 submitted and no objections will be considered by the Court. Class Members who
28

1 did not timely object to the Settlement set forth in the Settlement Agreement are
2 barred from prosecuting or pursuing any appeal of this Order.

3 8. The Settlement embodied in the Settlement Agreement is not an
4 admission by Defendant nor is this Order a finding of the validity of any claims in
5 the litigation or of any wrongdoing by Defendant. Neither this Order, the
6 Settlement Agreement, any document referred to herein, nor any action taken to
7 carry out the terms of the Settlement Agreement may be construed as, or may be
8 used as, an admission by or against Defendant of any fault, wrongdoing, or liability
9 whatsoever.

10 9. The Court hereby appoints Plaintiff Ricardo Casas as the Class
11 Representative in this action.

12 10. The Court hereby appoints Cohelan, Khoury & Singer and the Law
13 Office of Sahag Majarian, II as Class Counsel.

14 11. The Court finds and determines that the Settlement payments to be
15 paid to Class Members as provided for by the Settlement are fair and reasonable.
16 The Court hereby grants final approval to and orders the payment of those amounts
17 be made to all Class Members in accordance with the terms of the Settlement.

18 12. The Court approves the settlement of claims under the California
19 Private Attorneys General Act (“PAGA”), California Labor Code §§ 2698 *et seq.*,
20 as set forth in the Settlement Agreement and approves payment to the California
21 Labor and Workforce Development Agency in the amount of \$3,750.00 in
22 accordance with the terms of the Settlement Agreement.

23 13. Plaintiff’s application for attorneys’ fees and reimbursement of
24 litigation costs is granted as follows: Upon consideration of the relevant factors, the
25 Court grants an award of attorneys’ fees in the amount of \$122,500.00, representing
26 25% of the total settlement amount. *See Vizcaino v. Microsoft Corp.*, 290 F.3d
27 1043, 1048-50 (9th Cir. 2002). The Court grants litigation costs in the amount of
28 \$21,194.31.

