

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JS-6

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

GUSTAVO BENITEZ, on behalf of himself and others similarly situated.

PLAINTIFF,

vs.

NBTY ACQUISITION, LLC; NBTY MANUFACTURING, INC.; NATURE'S BOUNTY, INC.; NATURE'S BOUNTY; and DOES 1 to 10, Inclusive.

DEFENDANTS.

Case No.: CV16-469-JFW(ASx)

[Assigned for all purposes to the Hon. John F. Walter, Courtroom 7A]

ORDER GRANTING PLAINTIFF GUSTAVO BENITEZ'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; AND FINAL APPROVAL OF CLASS REPRESENTATIVE PAYMENT

[Filed concurrently with: Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities in Support; and [Proposed] Order]

Hearing Information:
Date: January 9, 2017
Time: 1:30 p.m.
Ctrm: 7A

ORDER GRANTING PLAINTIFF GUSTAVO BENITEZ'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; AND FINAL APPROVAL OF CLASS REPRESENTATIVE PAYMENT

1 On January 9, 2016 at 1:30 p.m. in Courtroom 7A of the 1st Street Courthouse
2 located at 350 W. 1st Street, Los Angeles, California 90012, a hearing was held on
3 Plaintiff GUSTAVO BENITEZ'S ("Plaintiff's") three motions for an order finally
4 approving the Class Action Settlement, Request for Attorney's Fees, and Request for
5 Class Representative Service Payment in this matter.

6 The Court having read and considered the papers on the motion, the arguments
7 of counsel, and the law, and good cause appearing therefore, Plaintiff's Motions are
8 hereby GRANTED and IT IS ORDERED that:

9 1. The proposed Settlement, contained in the Joint Stipulation of Class
10 Action Settlement and Release ("Settlement Agreement") filed with Plaintiff's
11 Motion for Preliminary and Motion for Final Approval is sufficiently fair, adequate
12 and reasonable, and appears to be the product of arm's-length and informed
13 negotiations, and treats all class members fairly and adequately.

14 2. The Court hereby certifies the settlement class and subclass pursuant to
15 Federal Rule of Civil Procedure 23, solely for the purpose of settlement. The
16 settlement class is defined as: all persons who were employed as a non-exempt,
17 hourly paid employee for Defendants NBTY Acquisition, L.L.C., NBTY
18 Manufacturing, L.L.C., and Nature's Bounty, Inc. ("Defendants") in the state of
19 California September 22, 2011 to October 12, 2016 and who have not previously
20 released the Released Claims.

21 3. The Court directs that, no later than ten (10) days after the issuance of
22 this Order, Defendants shall pay Seven Hundred Fifty Thousand Dollars
23 (\$750,000.00) into a Qualified Settlement Account to be established by the
24 Settlement Administrator.

25 4. The Court considered the request for a class representative enhancement
26 award and approves the payment of service award to the Class Representative in the

1 amount of Five Thousand Nine Hundred Dollars (\$5,900), to be paid from the Gross
2 Settlement Fund as provided in the Settlement Agreement.

3 5. The Court considered the fee request of counsel and hereby approves
4 payment of reasonable attorneys' fees to Class Counsel in the amount of One
5 Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500) and costs in the
6 amount of Seven Thousand Three Hundred Seventy-One Dollars and Twenty-Seven
7 Cents (\$7,371.27), to be paid from the Gross Settlement Fund as provided in the
8 Settlement Agreement.

9 6. The Court approves the payment of Four Thousand Dollars (\$4,000) to
10 be paid from the Gross Settlement Fund to the Labor & Workforce Development
11 Agency (LWDA) in satisfaction of any claim for penalties that may be owed to that
12 agency under the Private Attorneys General Act ("PAGA"), Cal. Labor Code section
13 2699, *et seq.* as provided in the Settlement Agreement.

14 7. The Court approves the payment for Settlement Administration Costs
15 incurred by CPT Group, Inc. in the amount of Fifteen Thousand Dollars (\$15,000) to
16 be paid from the Gross Settlement Fund as provided in the Settlement Agreement.

17 8. Any settlement checks remaining un-cashed after one hundred and
18 eighty (180) calendar days after being issued shall be void and the amount shall be
19 escheated to the State of California pursuant to California Code of Civil Procedure
20 Section 1513.

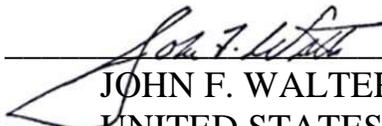
21 9. The Class Members who submitted a valid and timely request to be
22 excluded from the Settlement, shall no longer be a member of the Class, shall not be
23 bound by the terms of the Settlement, shall be barred from participating in this
24 Settlement, shall have no right to object to this Settlement, and shall receive no
25 benefit from this Settlement. The Class Members who did not timely exclude
26 themselves from the Settlement have released their claims against Defendants as set

1 forth in the Settlement Agreement. Because no Class Members timely objected to the
2 settlement, all Class Members are barred from prosecuting or pursuing any appeal of
3 the Court's Order granting final approval to the Settlement.

4 10. Without affecting the finality of this Order in any way, this Court retains
5 continuing jurisdiction over the interpretation, implementation, and enforcement of
6 the Settlement Agreement, including the claims process established therein.

7 11. If the Settlement does not become final and effective in accordance with
8 the terms of the Settlement Agreement, any and all orders entered in connection with
9 it shall be rendered null and void and shall be vacated.

10
11 Dated: January 9, 2017



12 JOHN F. WALTER
13 UNITED STATES DISTRICT JUDGE

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28