

1 **JUDGMENT DISMISSING CASE**

2 On August 29, 2016, the Court granted Plaintiffs' Motion for Final Approval
3 of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees and Costs.
4 The Court thereby enters Judgment in this case as follows:

5 1. The Court has jurisdiction over the subject matter of this action, the
6 Class Representatives, and the Class Members as defined in the Settlement
7 Agreement and Defendants.

8 2. The Court grants final approval, for purposes of settlement only, of the
9 Class as defined in the Settlement Agreement.

10 3. The Court finds that the Settlement Agreement was the product of
11 protracted, arms-length negotiations between experienced counsel. The Court finds,
12 for settlement purposes only, that the Class satisfied the applicable standards for
13 certification under Federal Rule of Civil Procedures 23.

14 4. This case is dismissed on the merits with prejudice.

15 5. The parties are hereby directed to fully implement any remaining
16 obligations under the Settlement Agreement.

17 6. Kawahito Westrick LLP and The Law Offices of Brett Szmanda are
18 approved as Class Counsel and are hereby awarded \$221,250.00 for attorneys' fees
19 and \$17,231.07 for reimbursement of litigation costs and expenses, which the Court
20 finds were reasonably incurred in prosecution of this case.

21 7. Justin Wright is awarded \$5,000.00 and Jean-Laurent Pouliot is
22 awarded \$5,000.00 for their unique services in initiating and maintaining this
23 litigation as Class Representatives.

24 8. The Claims Administrator, CPT Group, Inc. is awarded \$13,750.00 as
25 payment for handling the administration of the Settlement in this case.

26 9. Payment of \$7,500 is hereby approved to the Labor and Workforce
27 Development Agency for the resolution of the claims brought in this case under the
28 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*

1 *seq.*).

2 10. The Court shall have exclusive and continuing jurisdiction over this
3 matter for the purposes of supervising the implementation, enforcement,
4 construction, administration, and interpretation of the Settlement Agreement and
5 this Judgment.

6 11. This document shall constitute a judgment for purposes of Rule 59 of
7 the Federal Rules of Civil Procedure.

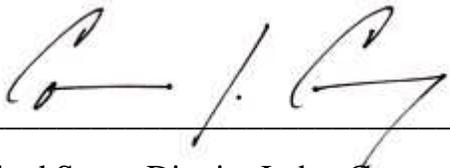
8 12. Upon entry of this Judgment and the release of the Gross Settlement
9 Amount to the claims administrator in this case, the Released Parties, as defined in
10 the Settlement Agreement, shall be released and discharged from any and all
11 liability as set forth Section 14 of the Settlement Agreement between the Parties.

12 13. Plaintiffs and Class Members shall be precluded from instituting
13 commencing, or continuing to prosecute, directly or indirectly, as an individual or
14 collectively, representatively, derivatively, or on behalf of himself, herself, itself, or
15 in any other capacity of any kind whatsoever, any action in this Court, any other
16 state court, or any arbitration or mediation proceeding or any other similar
17 proceeding, against any Released Party, as defined in the Settlement Agreement,
18 that asserts any claims that are Released Claims or other claims released herein
19 under the terms of the Settlement. Any Class Member who violates the terms of the
20 release by further asserting any of the Released Claims or other claims released
21 herein against any of the Released Parties shall pay the costs and attorneys' fees
22 incurred by any Released Party as a result of the violation.

23 **IT IS SO ORDERED.**

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25 Dated: September 16, 2016



United States District Judge Cormac J. Carney

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