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JS-6

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

JULIE PEABODY, on behalf of herself and all others similarly situated,

Plaintiff,

v.

ORANGE COUNTY TRANSPORTATION AUTHORITY; and DOES 1-20,

Defendants.

Case No.: 8:13-cv-01226-JLS-ANx

**JUDGMENT**

On May 2, 2016, the Court granted Plaintiff’s unopposed Motion for Settlement Approval. (Settlement Approval Order, Doc. 100). Pursuant to that order, a revised version of the settlement notice was subsequently filed, which the Court approved. (Notice Approval Order, Doc. 107.)

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The settlement agreement (which was filed as Exhibit 1 to Docket No. 100-1) (“Settlement Agreement”) states, in relevant part:

Dismissal of Action. The Parties hereby stipulate and jointly request the Court to dismiss with prejudice the Action upon notice from the Parties that the Gross Settlement Fund has been distributed to the various recipients as described herein, except that the Parties request that the Court maintain continuing jurisdiction for purposes of enforcing this Agreement, and except that the claims of any Class Members who fail to negotiate their Settlement Checks within the time allotted herein are deemed to be dismissed without prejudice.

(See Settlement Agreement at 11, Doc. 100-1.)

On February 13, 2017, the Court received notice from the Parties that the Gross Settlement Fund has been distributed to the various recipients as described in the Settlement Agreement. (Notice, Doc. 109.) Pursuant to the above-referenced provision, the Court finds and orders as follows:

1. The above-entitled action is dismissed with prejudice, except that the Court shall maintain continuing jurisdiction for purposes of enforcing the Settlement Agreement, and except that the claims of any collective action members who fail to negotiate their settlement checks within the time allotted in the Settlement Agreement are dismissed without prejudice.

2. All claims under California Labor Code Section 2699, “Private Attorney General Act” claims, are dismissed with prejudice regardless of whether a collective action member negotiates his or her settlement check.

3. All other claims are released and dismissed as provided in the Settlement Agreement.

**IT IS SO ORDERED.**

DATED: February 22, 2017



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The Honorable Josephine L. Staton  
United States District Judge