

JS-6

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

BENJAMIN G. NABLE, as an individual,  
and on behalf of all others similarly  
situated,

Plaintiff,

vs.

TRANSFIRST, LLC, a Delaware limited  
liability company; and DOES 1 through  
10,

Defendants.

Case No. 8:15-cv-00891-DOC-JCG

~~PROPOSED~~ **FINAL JUDGMENT  
AND ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT** [45]

Judge: Hon. David O. Carter

Date: October 3, 2016

Time: 8:30 a.m.

Dept.: 9D

~~PROPOSED~~ FINAL JUDGMENT AND ORDER GRANTING FINAL APPROVAL

1 This matter came on for hearing on October 3, 2016, at 8:30 a.m., in  
2 Department 9D of the United States District Court for the Central District of  
3 California before the Honorable David O. Carter. Due and adequate notice having  
4 been given to the Settlement Class (as defined below), and the Court having  
5 considered all papers filed and proceedings held herein, all oral and written  
6 comments and any objections received regarding the proposed settlement, and  
7 having reviewed the record in the above captioned matter, and good cause  
8 appearing thereto,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS  
10 FOLLOWS:

11 1. The Court has jurisdiction over the subject matter of the above-  
12 captioned action (the “Action”), the Class Representative Benjamin G. Nable  
13 (“Plaintiff” or “Class Representative”), Defendant TransFirst, LLC (“TransFirst”  
14 or “Defendant”), and all members of the Settlement Class, which is comprised of  
15 California Members and FLSA Members, as follows:

16 **California Members:** All persons who are or were employed by TransFirst  
17 as an hourly employee in California at any time from June 5, 2011 through  
18 May 23, 2016.

19 **FLSA Members:** All persons who are or were employed by TransFirst as  
20 an hourly employee in the United States at any time from June 5, 2012  
21 through May 23, 2016 and who is not a California Member, and who  
22 affirmatively opts in to the Settlement.

23 2. The terms “Settlement” or “Settlement Agreement” shall refer to the  
24 Settlement Agreement and Release of Claims filed by Plaintiff as Exhibit 1 to the  
25 Declaration of Paul K. Haines in Support of Plaintiff’s Motion for Preliminary  
26 Approval, on March 28, 2016 (Docket Entry 32-1), and all terms herein shall have  
27 the same meaning as the terms defined in the Settlement Agreement, unless  
28 specifically provided herein.

1           3.     The Court grants final approval of the Settlement Agreement because  
2 it meets the criteria for final settlement approval. The settlement falls within the  
3 range of possible approval as fair, adequate, and reasonable, appears to be the  
4 product of arm's-length and informed negotiations, and treats all members of the  
5 Settlement Class fairly.

6           4.     The Court finds that the distribution by U.S. first-class mail of the  
7 California Notice, FLSA Notice, Consent to Join form, and Request for Exclusion  
8 form constituted the best notice practicable under the circumstances to all persons  
9 within the definition of the Settlement Class and fully met the requirements of due  
10 process under the United States Constitution and applicable state law. Based on  
11 evidence and other material submitted in conjunction with the Final Approval  
12 Hearing, the notice to the Settlement Class was adequate. The notice informed  
13 members of the Settlement Class of the terms of the Settlement, their right to  
14 participate in the Settlement and how to do so, their right to object to the  
15 Settlement or Class Counsel's Motion for Attorneys' Fees and Costs and the Class  
16 Representative's Incentive Payment, their right to appear in person or by counsel at  
17 the Final Approval Hearing and be heard regarding approval of the Settlement and  
18 Class Counsel's motion for Attorneys' Fees and Costs and the Class  
19 Representative's Incentive Payment, and their right to exclude themselves from the  
20 Settlement and pursue their own remedies. Adequate periods of time were  
21 provided by each of these procedures. No members of the Settlement Class  
22 objected to the Settlement or Class Counsel's Motion for Attorneys' Fees and  
23 Costs and the Class Representative's Incentive Payment, and only two (2)  
24 California Members opted out of the Settlement.

25           5.     The Court finds, for purposes of settlement only, that the Settlement  
26 Class satisfies the applicable standards for certification under Federal Rules of  
27 Civil Procedure 23(a) and 23(b)(3) and under the Fair Labor Standards Act.  
28 Accordingly, solely for purposes of effectuating this Settlement, this Court has

1 certified the Settlement Class, as defined above. Because the Settlement Class is  
2 being certified here for settlement purposes only, the Court need not (and does not)  
3 address the manageability requirement of Rule 23(b)(3). *See Amchem Products,*  
4 *Inc. v. Windsor*, 521 U.S. 591 (1997).

5 6. The Court approves the Settlement, and each of the releases and other  
6 terms set forth in the Settlement Agreement, as fair, just, reasonable, and adequate  
7 as to the Settlement Class, the Class Representative, and Defendant (collectively  
8 the “Settling Parties”). The Settling Parties and the Settlement Administrator are  
9 directed to perform in accordance with the terms set forth in the Settlement  
10 Agreement.

11 7. Except as to any California Member who has validly and timely opted  
12 out of the Settlement, and all potential FLSA Members who did not opt-in, all of  
13 the claims asserted in the Action are dismissed with prejudice as to the Class  
14 Representative and the members of the Settlement Class. The Settling Parties are  
15 to bear their own attorneys’ fees and costs, except as otherwise provided in the  
16 Settlement Agreement and in this Judgment and Order.

17 8. By this Judgment, the Class Representative and California Members  
18 who have not validly and timely opted out of the Settlement, and all FLSA  
19 Members who have affirmatively opted-in (collectively the “Releasing Members”),  
20 hereby release Defendant and the Released Parties (as defined in the Settlement  
21 Agreement) from all released claims identified in the Settlement Agreement.

22 9. The Action is dismissed on the merits and with prejudice,  
23 permanently barring the Releasing Members from prosecuting any of the released  
24 claims as defined in the Settlement Agreement. The Court reserves and retains  
25 exclusive and continuing jurisdiction over the Action, the Class Representative, the  
26 Settlement Class, and Defendant for the purposes of supervising the  
27 implementation, effectuation, enforcement, construction, administration, and  
28 interpretation of the Settlement Agreement and this Judgment.

1           10. The Court finds that the plan of allocation of the Net Settlement  
2 Amount as set forth in the Settlement Agreement is fair and reasonable, and that  
3 distribution of Individual Settlement Payments to the Settlement Class shall be  
4 effected in accordance with the terms outlined in the Settlement Agreement and in  
5 the parties' Joint Post-Preliminary Approval Hearing Submission Pertaining to  
6 Agreed-Upon Reallocation of FLSA Fund [Docket No. 39].

7           11. The Court hereby confirms the appointment of Benjamin G. Nable as  
8 Class Representative for the Settlement Class for purposes of settlement.

9           12. The Court hereby confirms the appointment of Paul K. Haines, Tuvia  
10 Korobkin, and Fletcher W. Schmidt of Haines Law Group, APC as Class Counsel  
11 for the Settlement Class for purposes of settlement and the releases and other  
12 obligations therein.

13           13. The Court hereby approves the payment from the Gross Settlement  
14 Amount of settlement administration costs in the amount of \$28,500.00 to CPT  
15 Group, Inc., the Settlement Administrator, for services rendered in this matter. The  
16 Court also approves payment from the Gross Settlement Amount of an Incentive  
17 Payment to the Class Representative in the amount of \$7,500.00, to reimburse the  
18 Class Representative for his valuable services in initiating and maintaining this  
19 litigation and the benefits conferred onto the Settlement Class and Defendant's  
20 current and future employees as a result of the Action. The Court finds that these  
21 payments are fair and reasonable. The Settlement Administrator is directed to  
22 make the foregoing payments in accordance with the terms of the Settlement  
23 Agreement.


24           14. The Court hereby approves a payment from the Gross Settlement  
25 Amount of \$7,500.00 to the California Labor & Workforce Development Agency  
26 for its share of penalties under the Labor Code Private Attorneys General Act,  
27 pursuant to Labor Code § 2699(i), in accordance with the terms of the Settlement  
28 Agreement.

1           15. The Court hereby awards to Class Counsel the amount of \$562,500.00  
2 for attorney's fees, and the amount of \$10,504.65 for costs. Based on Plaintiff's  
3 Motion for Attorneys' Fees, Costs, and Class Representative Incentive Payment,  
4 the Court finds that Class Counsel advanced legal theories on a contingent-fee  
5 basis, and that their efforts resulted in a substantial monetary recovery for the  
6 Settlement Class. The Court finds this payment to be fair and reasonable. The  
7 Settlement Administrator is ordered to make these payments to Class Counsel in  
8 accordance with the terms of the Settlement Agreement.

9           16. Final judgment is hereby entered pursuant to Rule 23(c)(3) of the  
10 Federal Rules of Civil Procedure and pursuant to 29 U.S.C. § 216(b). This  
11 document shall constitute a final judgment for purposes of Rule 58 of the Federal  
12 Rules of Civil Procedure.

13 IT IS SO ORDERED.

14 Dated: October 19, 2016

  
\_\_\_\_\_  
The Honorable David O. Carter  
United States District Judge