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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

KAREN WILLIAMS, SANDRA ADAMS,
LISA CRAWFORD, DEBRA DUDLEY,
KENNETH FREESTONE, CONNIE
LEITING, MARIO MORA, JAMIE
NOONAN-SILVA, KIMBERLY
SEYMOUR, ERIC LUNN, VICTORIA
CARLSON, and ALISON ANDREASON
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

U.S. BANK NATIONAL ASSOCIATION
and DOES 1-50, inclusive,

Defendants.

No. 2:12-cv-01907-EFB

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
COLLECTIVE ACTION SETTLEMENT**

Date: March 18, 2015
Time: 10:00 a.m.
Room: 8, 13th Floor

1 Plaintiffs' Motion for Final Settlement Approval came before the Court on March 18,
2 2015. Defendant did not oppose the Motion. Based on the pleadings, papers, and arguments of
3 counsel, and for the reasons stated on the record, the Court hereby grants the Motion in full.

4 IT IS THEREFORE ORDERED as follows:

5 1. The Court finds that the Settlement, as set forth in the Joint Stipulation of
6 Settlement and Release (hereinafter "Settlement Agreement") executed by the parties, is fair,
7 reasonable, and adequate within the meaning of Fed. R. Civ. P. 23(e)(2), under applicable federal
8 laws, including the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.*, and state laws, including
9 the Minnesota Fair Labor Standards Act (Minnesota Stat. § 177.25 *et. Seq.*), the Ohio Minimum
10 Wage Fair Wage Standards Act (Ohio Rev. Code Ann. § 4111.01 *et. Seq.*), North Dakota
11 Overtime Law (N.D. Admin. Code §46-02-07-02(4)), California Labor Code §§ 510, 1194, and
12 1198.

13 2. The Court finds that the uncertainty and delay of further litigation strongly
14 supports the reasonableness and adequacy of the Settlement Amount established pursuant to the
15 Settlement Agreement.

16 3. The Settlement is HEREBY APPROVED in its entirety.

17 4. The payments out of the Settlement Fund shall be disbursed in accordance with the
18 Settlement Agreement.

19 5. As provided in the Settlement Agreement, Rule 23 Class Members who did not
20 return consent to join and release of claims forms will be bound by the Rule 23 class release,
21 dismissed with prejudice and will not be entitled to a distribution under the Settlement
22 Agreement.

23 6. This action is hereby DISMISSED WITH PREJUDICE with each party to bear
24 their own attorneys' fees, expenses and costs except as set forth in the Settlement Agreement.

25 Dated: March 19, 2015.

26 
27 EDMUND F. BRENNAN
28 UNITED STATES MAGISTRATE JUDGE