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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

VIET BUI and CHRISTINA AVALOS-REYES, individually and on behalf of all other similarly situated employees, and on behalf of the general public,

Plaintiff,

v.

SPRINT CORPORATION, a SPRINT COMMUNICATIONS COMPANY, L.P., a Delaware Corporation; SPRINT/UNITED MANAGEMENT CO., a Delaware Corporation; and DOES 1 through 20, inclusive,

Defendant.

No. 2:14-CV-02461-TLN-AC

FINAL ORDER APPROVING CLASS ACTION SETTLEMENT AND JUDGMENT

On June 16, 2016, the Court conducted a hearing regarding final approval of the settlement and release of claims in this matter, Plaintiff’s application for approval of attorney’s fees and costs, class representative payments to class representatives Viet Bui and Christina Avalos-Reyes, and the settlement administration expenses. The parties appeared by and through their respective counsel of record. After considering the moving papers and arguments of counsel, and good cause shown, the Court GRANTS Plaintiff’s unopposed motion for final approval of class action settlement (ECF No. 71) and GRANTS Plaintiff’s unopposed motion for award of

1 attorney's fees and costs, class representative enhancement payments, and settlement
2 administration expenses (ECF Nos. 64–70) , as follows:

- 3 1. The Court has received and considered the proposed Joint Stipulation and Settlement
4 Agreement (hereinafter the “Settlement Agreement”) entered into by the Plaintiffs, Viet
5 Bui and Christina Avalos-Reyes (“Plaintiffs”), and on behalf of the Settlement Class, and
6 Defendants Sprint/United Management Company and Sprint Communications Company
7 L.P. (erroneously sued as “Sprint Corporation, a Sprint Communications Company,
8 L.P.”) (“Defendant”).
- 9 2. The Court previously granted preliminary approval of the class settlement that provided
10 for conditional class certification. (ECF No. 60.) The Court has been informed by
11 declarations that notice of the settlement has been provided to the Class (as defined
12 below); has held a fairness hearing at which all parties were represented by their
13 respective Counsel and at which the Class Members were afforded the opportunity to
14 object to the proposed settlement; has received and reviewed briefing and evidence as to
15 why the proposed settlement is fair, adequate and in the best interests of the represented
16 class; and has considered all other arguments and submissions in connection with the
17 proposed settlement.
- 18 3. Solely for the purposes of effectuating the Settlement, the Court hereby certifies the
19 Settlement Class, defined as all persons who are or who have been employed by Sprint as
20 a non-exempt employee in one of Sprint’s California retail stores during the Class Period
21 as a Store Host, Retail Consultant, Bilingual Retail Consultant, Lead Retail Consultant,
22 Bilingual Lead Retail Consultant, Assistant Store Manager, Bilingual Assistant Store
23 Manager, and/or Manager Retail Store (C) (the “Settlement Class”), except for any
24 person who is a named plaintiff or who has filed a consent to join in the collective action
25 conditionally certified in the action entitled Guilbaud, et al. v. Sprint Nextel Corp and
26 Sprint/United Management Co., Inc., No. 3:13-cv-04357-VC (N.D. Cal.). For the
27 reasons stated in the Preliminary Approval Order, the Court finds that the Settlement
28 Class meets the legal requirements for class certification under Federal Rule of Civil

1 Procedure 23 (“Rule 23”).

2 4. In accordance with Rule 23 and the requirements of due process, the Settlement Class has
3 been given proper and adequate notice of the Settlement Agreement and the Final
4 Fairness Hearing, such notice having been carried out in accordance with the Preliminary
5 Approval Order. The Notice and notice methodology implemented pursuant to the
6 Settlement Agreement and the Court’s Preliminary Approval Order were (a) appropriate
7 and reasonable and constituted due, adequate, and sufficient notice to all persons entitled
8 to notice; and (b) met all applicable requirements of the Federal Rules of Civil Procedure
9 and any other applicable law. The parties have complied fully with the notice provisions
10 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

11 5. The Court hereby approves the Settlement as set forth in the Settlement Agreement and
12 finds that the Settlement is, in all respects, fair, adequate, and reasonable and is hereby
13 approved in all respects. The Court makes this finding based on a weighing of the
14 strength of Plaintiffs’ claims and Defendant’s defenses with the risk, expense,
15 complexity, and duration of further litigation. The Court also finds that the Settlement is
16 the result of non-collusive arms-length negotiations between experienced counsel
17 representing the interests of the Settlement Class and Defendant, after thorough factual
18 and legal investigation. In granting final approval of the Settlement, the Court
19 considered the nature of the claims, the amounts and kinds of benefits paid in settlement,
20 the allocation of settlement proceeds among the Class Members, and the fact that the
21 Settlement represents a compromise of the Parties’ respective positions rather than the
22 result of a finding of liability at trial. Additionally, the Court finds that the terms of the
23 Settlement have no obvious deficiencies and do not improperly grant preferential
24 treatment to any individual Class Member. The Court further finds that the response of
25 the Class to the Settlement supports final approval of the Settlement. Specifically, no
26 Class Member objects to the Settlement. Accordingly, pursuant to Rule 23(e), the Court
27 finds that the terms of the Settlement are fair, reasonable, and adequate to the Class and
28 to each Class Member. The Court also hereby finds that Plaintiffs have satisfied the

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standards and applicable requirements for final approval of this class action settlement under Rule 23.

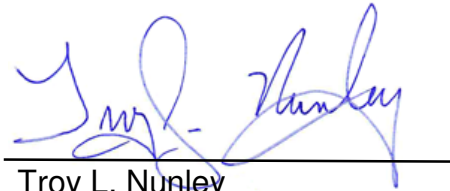
6. The Motion for Final Approval is GRANTED, and the Settlement Agreement hereby is APPROVED as fair, reasonable, adequate to members of the Settlement Class, and in the public interest. The parties are directed to consummate the Settlement Agreement in accordance with its terms.
7. The Court hereby grants class counsel’s request for an award of attorney’s fees in the amount of \$1,616,505 and litigation costs in the amount of \$13,144.38 in accordance with the terms of the Settlement Agreement.
8. The Court approves a Class Representative Enhancement Award of \$15,000 to Class Representative Viet Bui and a Class Representative Enhancement Award of \$5,000 to Class Representative Christina Avalos-Reyes in accordance with the terms of the Settlement Agreement.
9. The Court approves a \$3,750 payment to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement.
10. The Court approves the payment of settlement administration expenses to Class Administrator, Rust Consulting, Inc., in an amount not to exceed \$30,000 in accordance with the terms of the Settlement Agreement.
11. The Court hereby enters judgment approving the terms of the Settlement Agreement and ordering that the Lawsuit be dismissed on the merits with prejudice in accordance with the Settlement. The Seconded Amended Complaint is dismissed on the merits with prejudice on a class-wide basis. This document shall constitute a final judgment for purposes of Federal Rule of Civil Procedure, Rule 58.
12. Without affecting the finality of the Judgment, the Court shall retain jurisdiction of this action for the purpose of resolving any disputes that may arise as to the implementation of the monetary relief terms of the Settlement Agreement.

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IT IS SO ORDERED.

Dated: July 19, 2016



Troy L. Nunley
United States District Judge