



1           This matter came on for hearing on June 6, 2017, in Courtroom 6 of the above-captioned  
2 Court on the Motion for Order Granting Final Approval of Class Action Settlement and Entering  
3 Judgment.

4           Having received and considered the Joint Stipulation of Class Action Settlement and  
5 Release (“Settlement Agreement”), the supporting papers filed by the Parties, and the evidence  
6 and argument received by the Court in conjunction with the Motion for Preliminary Approval of  
7 Class Action Settlement, and the instant Motion for Order Granting Final Approval and Entering  
8 Judgment, the Court grants final approval of the Settlement and **HEREBY ORDERS AND**  
9 **MAKES THE FOLLOWING DETERMINATIONS:**

10           1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement,  
11 a Notice of Class Action Settlement (“Notice”) was mailed to all members of the Class via first-  
12 class U.S. on February 7, 2017. The Court finds that distribution of the Notice in the manner set  
13 forth in this Order and the Settlement Agreement constituted the best notice practicable under the  
14 circumstances, and constituted valid, due, and sufficient notice to all members of the Class,  
15 complying fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the  
16 Constitution of the United States, and any other applicable laws. The Notice set forth herein and  
17 in the Settlement Agreement provides a means of notice reasonably calculated to apprise the  
18 Class Members of the pendency of the action and the proposed settlement, and thereby meets the  
19 requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure, as well as due process  
20 under the United States Constitution and any other applicable law, and shall constitute due and  
21 sufficient notice to all Class Members entitled thereto. The Notice informed the Class of the terms  
22 of the Settlement, of their right to submit a claim and receive their proportional share of the  
23 Settlement, of their right to submit objections, if any, and to appear in person or by counsel at the  
24 final approval hearing and to be heard regarding approval of the Settlement, of their right to  
25 request exclusion from the Class and the Settlement, and of the date set for the Final Approval  
26 hearing. Adequate periods of time were provided by each of these procedures. No member(s) of  
27 the Class filed written objections to the proposed Settlement as part of this notice process or  
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1 stated an intention to appear at the final approval hearing.

2           2.       The Court finds and determines that this notice procedure afforded adequate  
3 protections to Class Members and provides the basis for the Court to make an informed decision  
4 regarding approval of the Settlement based on the responses of Class Members. The Court finds  
5 and determines that the Notice provided in the Action was the best notice practicable, which  
6 satisfied the requirements of law and due process.

7           3.       Solely for the purpose of settlement in accordance with the Settlement Agreement,  
8 the Court finds that the requirements of Rule 23 of the Federal Rules of Civil Procedure and other  
9 laws and rules applicable to settlement approval of class actions have been satisfied, and the  
10 Court hereby certifies a Class of all persons who were employed by Defendant in the state of  
11 California as a Field Service Representative or a Field Service Technician at any time on or after  
12 August 24, 2011 to November 24, 2016.

13           4.       Pursuant to the Settlement Agreement, and for settlement purposes only, the Court  
14 further finds as to the Class that:

- 15           a.       The Class is so numerous that joinder of all members is impracticable;
- 16           b.       There are questions of law or fact common to the Class which predominate  
17 over the questions affecting only individual members;
- 18           c.       The claims of the Class Representative are typical of the claim of the Class  
19 that the Class Representative seeks to certify;
- 20           d.       The Class Representative, Plaintiff German Tugas, will fairly and  
21 adequately protect the interests of the Class and is, therefore, appointed as  
22 the representative of the Class; and
- 23           e.       Class Counsel, The Turley & Mara Law Firm, APLC, will fairly and  
24 adequately protect the interests of the Class and is qualified to represent the  
25 Class and is, therefore, appointed as attorneys for the Class for purposes of  
26 settlement; and

27 Certification of the Class is superior to other available methods for fair and efficient  
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1 adjudication of the controversy.

2 5. The Court hereby approves the terms set forth in the Settlement Agreement and  
3 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties  
4 to effectuate the Settlement according to its terms.

5 6. The Court finds that the Settlement was reached as a result of informed and non-  
6 collusive arm's-length negotiations. The Court has considered the *In re Bluetooth Products*  
7 *Liability Litigation* ("Bluetooth") (9th Cir. 2011) 654 F.3d 935, 946, factors. The Court finds that  
8 Class Counsel is not receiving a disproportionate distribution of the settlement and, although  
9 Defendant has agreed to not object to an attorney fee request of up to 33 1/3% of the Maximum  
10 Settlement Fund, if the amount awarded is less than the amount requested by Class Counsel, the  
11 difference will become part of the Net Settlement Amount, which will be distributed  
12 proportionately to Settlement Class Members, in accordance with the terms of the Settlement  
13 Agreement.

14 7. The Court finds that the Settlement is fair when compared to the strength of  
15 Plaintiff's case, Defendant's defenses, the risks involved in further litigation and maintaining  
16 class status throughout the litigation, and the amount offered in settlement.

17 8. The Court finds that the Parties conducted extensive investigation and research,  
18 and that their attorneys were able to reasonably evaluate their respective positions.

19 9. The Court finds that Class Counsel has extensive experience acting as class  
20 counsel in complex class action cases and their view on the reasonableness of the settlement was  
21 therefore given its due weight.

22 10. The Court further finds that the Class' reaction to the settlement – zero opt-outs  
23 and no objections – weighs in favor of granting Final Approval of the Settlement.

24 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a  
25 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,  
26 the Settlement, nor any document referred to herein, nor any action taken to carry out the  
27 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or

1 wrongdoing on the part of Defendant.

2 12. The Court finds and determines that the Individual Settlement Payments to be paid  
3 to each Settlement Class Member (defined as Class Members who did not timely submit a request  
4 for exclusion from the Settlement) as provided for by the Settlement are fair and reasonable. The  
5 Court hereby gives final approval to and orders the payment of those amounts be made to the  
6 Settlement Class Members in accordance with the terms of the Settlement.

7 13. The Court finds and determines that the payment to be paid to the California Labor  
8 and Workforce Development Agency ("LWDA") to satisfy alleged Labor Code violations  
9 pursuant to the California Labor Code's Private Attorneys General Act of 2004 ("PAGA") in the  
10 sum of \$15,000 (75% of \$20,000, which is allocated for payment to the LWDA, with the  
11 remaining 25% payable to Settlement Class Members) is fair and reasonable. The Court hereby  
12 gives final approval and orders the payment to the LWDA in accordance with the terms of the  
13 Settlement Agreement.

14 14. The Court determines by a separate order the requests by Plaintiff, the Class  
15 Representative, through Class Counsel, for the payment of the Class Representative Enhancement  
16 Payment, Class Counsel's Fees, Class Counsel's Expenses and the Settlement Administration  
17 Costs in administrating the Settlement. Any court order regarding the application for these  
18 payments shall in no way disturb or affect this Order and shall be considered separate from this  
19 Order.

20 15. Defendant shall have no further liability for costs, expenses, interest, attorneys'  
21 fees, or for any other charge, expense, or liability, except as provided for in the Settlement.

22 16. The Class Representative and all Settlement Class Members who did not timely  
23 submit a request for exclusion from the Settlement are permanently barred from prosecuting  
24 against Defendant, and the Released Parties, who are defined in Paragraph 28 of the Settlement  
25 Agreement, any of the Released Claims, defined in Paragraph 27 of the Settlement Agreement.

26 17. Without affecting the finality of this Order in any way, the Court retains  
27 jurisdiction of all matters relating to the interpretation, administration, implementation,

1 effectuation, and enforcement of this Order and the Settlement.

2 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
3 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that  
4 Defendant make payments to Settlement Class Members in accordance with the Settlement.

5 19. The Court hereby enters final judgment in this case in accordance with the terms  
6 of the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement,  
7 and this Order.

8 20. This Order shall constitute a final judgment

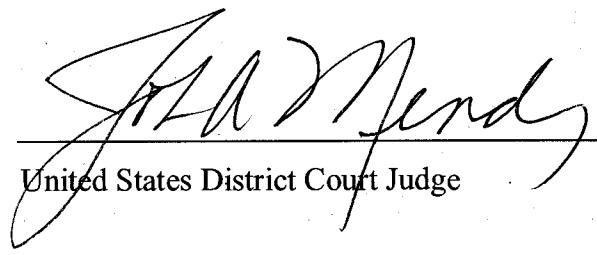
9 21. The Parties shall bear their own costs and attorneys' fees except as otherwise  
10 provided by the Settlement Agreement and the Court's Order Granting Award of Attorneys' Fees,  
11 Costs, Class Representative Enhancement Payment and Settlement Administration Costs.

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13 **IT IS SO ORDERED.**

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15 Dated: 6-6-2017

  
United States District Court Judge

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