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JUDGMENT DISMISSING CASE

On September 21, 2017, the Court granted the Parties' Joint Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees and Costs. The Court thereby enters Judgment in this case as follows:

- 1. The Court has jurisdiction over the subject matter of this action, the Class Representative, and the Class Members as defined in the Settlement Agreement and Defendants.
- 2. The Court grants final approval, for purposes of settlement only, of the Class as defined in the Settlement Agreement.
- 3. The Court finds that the Settlement Agreement was the product of protracted, arms-length negotiations between experienced counsel. The Court finds, for settlement purposes only, that the Class satisfied the applicable standards for certification under Federal Rule of Civil Procedures 23.
 - 4. This case is dismissed on the merits with prejudice.
- 5. The parties are hereby directed to fully implement any remaining obligations under the Settlement Agreement.
- 6. Sutton Hague Law Corporation is approved as Class Counsel and is hereby awarded \$195,000 for attorneys' fees and \$17,925 for reimbursement of litigation costs and expenses, which the Court finds were reasonably incurred in prosecution of this case.
- 7. Steven Turk is awarded \$10,000 for his services in initiating and maintaining this litigation as Class Representative.
- 8. The Claims Administrator is awarded \$9,499 as payment for handling the administration of the Settlement in this case.
- Payment of \$7,500 is hereby approved to the Labor and Workforce 9. Development Agency for the resolution of the claims brought in this case under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et

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seq.). This payment represents the California Labor and Workforce Development Agency's share of the \$10,000 of the Settlement Proceeds allocated PAGA penalties. The remaining \$2,500 of the \$10,000 in Settlement Proceeds allocated to PAGA penalties shall be disbursed to the aggrieved employees in accordance with the terms of the Settlement.

- 10. The Court shall have exclusive and continuing jurisdiction over this matter for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.
- 11. This document shall constitute a judgment for purposes of Rule 59 of the Federal Rules of Civil Procedure.
- 12. Upon entry of this Judgment and the release of the Settlement Proceeds to the claims administrator in this case, the Released Parties, as defined in the Settlement Agreement, shall be released and discharged from any and all liability as set forth in the Settlement Agreement between the Parties.
- 13. Plaintiffs and Class Members shall be precluded from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself, herself, itself, or in any other capacity of any kind whatsoever, any action in this Court, any state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party, as defined in the Settlement Agreement, that asserts any claims that are Released Claims or other claims released herein under the terms of the Settlement.

IT IS SO ORDERED.

Dated: September 26, 2017

UNITED STATES DISTRICT JUL