

United States District Court
For the Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GARY GEE, ROXANNE MAZARAKIS,
and JODY SOTO, individually, and on
behalf of all similarly situated others,

No. C 10-01509 RS

**ORDER APPROVING SETTLEMENT
AND FINAL JUDGMENT**

Plaintiffs,

v.

SUNTRUST MORTGAGE, INC., and
DOES 1-50, inclusive,

Defendants.

_____ /
This matter is before the Court on the Parties’ Joint Motion to Approve Collective Action Settlement (“Joint Motion”), seeking approval of the settlement of the above-captioned conditionally certified collective action for unpaid compensation under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq. and California state wage and hour law, and to dismiss the case, with prejudice. Having reviewed the Parties’ Joint Motion and considered the entire record in this Action, and otherwise for good cause shown, IT IS HEREBY ORDERED that:

1. This Order and Final Judgment incorporates by reference the definitions set forth in the Joint Motion, and all terms used herein shall have the same meaning as set forth in the Joint Motion.
2. This Court has jurisdiction over the subject matter of this Action and over the Parties to this Action.
3. All terms and conditions of the settlement as described and set forth in the Joint Motion are approved. The Court finds that the terms of the settlement and the releases that have been executed by the individual Plaintiffs are fair, reasonable, and adequate. The Court also finds that the

1 terms of the settlement of this Action were the result of good faith, arms-length negotiations by the
2 Parties, and that the terms of the settlement represent a reasonable compromise of disputed claims
3 and issues arising from a bona fide dispute over coverage and liability under the FLSA and
4 California wage and hour laws.

5 4. This Action and all of the Released Claims are hereby dismissed, with prejudice. Except
6 as otherwise provided in the Joint Motion, the Parties are to bear their own costs and fees.

7 5. All Plaintiffs are hereby forever barred and enjoined from prosecuting any of the Released
8 Claims against Defendant or any Released Party.

9 6. Neither the terms of the settlement as described in the Joint Motion nor any act performed
10 or document executed pursuant to or in furtherance of the settlement of this Action (a) shall be
11 construed as or deemed to be an admission of liability, damages, culpability, negligence, or
12 wrongdoing on the part of Defendant or the Released Parties, or (b) shall be admissible in evidence
13 in any judicial or administrative proceeding in any federal, state or local forum or jurisdiction,
14 except (i) in an action or proceeding to approve, interpret, or enforce the terms of the settlement or
15 (ii) by Defendant or any Released Party in an action brought against Defendant or any Released
16 Party to support a defense or counterclaim based upon principles of res judicata, collateral estoppel,
17 release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or
18 issue preclusion or similar defense or counterclaim.

19 7. Plaintiffs' Counsel has fairly and adequately represented the interests of all of the
20 Plaintiffs in this Action. Plaintiffs' Counsel has provided adequate notice to the Plaintiffs in this
21 Action, and the notice fully satisfies the requirements and the procedures for a collective action
22 under the FLSA, as well as the requirements of due process.

23 8. Without affecting the finality of this Order and Final Judgment in any way, this Court
24 hereby retains continuing jurisdiction for the limited purpose of ensuring the implementation and
25 enforcement of the terms of the settlement.

26
27
28

IT IS SO ORDERED.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 5/14/12



RICHARD SEEBORG
UNITED STATES DISTRICT JUDGE