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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

LANNDEN BOWER, as an individual,  
and on behalf of all others similarly  
situated,

Plaintiff,

vs.

CYCLE GEAR, INC., a California  
Corporation; and DOES 1 through 10,

Defendants.

Case No. 3:14-cv-02712-HSG

**FINAL JUDGMENT**

1 This matter came on for hearing before this Court on June 2, 2016 at 2:00  
2 p.m., pursuant to Rule 23 of the Federal Rules of Civil Procedure and this Court’s  
3 December 11, 2015 Order Granting Preliminary Approval [Docket Entry No. 69].  
4 On August 23, 2016, the Court entered an Order (the “Final Approval Order”)  
5 granting Plaintiff’s motions for (1) final approval of class action settlement and  
6 (2) attorneys’ fees, costs, and incentive payment [Docket Entry No. 81].

7 In accordance with the Final Approval Order, and pursuant to Rules 23 and  
8 58 of the Federal Rules of Civil Procedure, and pursuant to 29 U.S.C. § 216(b), IT  
9 IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

10 1. This Court has jurisdiction over the subject matter of the above-  
11 captioned action (the “Action”), the Named Plaintiff Lannden Bower (“Named  
12 Plaintiff”), Defendant Cycle Gear, Inc. (“Defendant”), and all members of the  
13 Settlement Class, which is comprised of the following subclasses:

14 **FLSA Overtime Subclass:** All hourly non-exempt employees employed by  
15 Defendant at any time from May 11, 2012 through December 8, 2015 and  
16 who, during that period, earned spiffs, commissions, and/or bonuses in any  
17 week in which they also worked more than forty (40) hours.

18 **California Overtime Subclass:** All current and former non-exempt  
19 employees in California who earned bonuses, commissions, and/or spiffs,  
20 and earned overtime wages during a corresponding time period, from June  
21 11, 2010 through December 8, 2015.

22 **Rest Period Subclass:** All current and former non-exempt employees in  
23 California who worked shifts of 3.5 to 3.99 hours, 6.01 to 7.99 hours and/or  
24 10.01 to 11.99 hours in duration, from June 11, 2010 through December 8,  
25 2015.

26 **Wage Statement Subclass:** All current and former non-exempt employees  
27 in California who: (i) earned spiffs and overtime wages during any pay  
28 period, and/or (ii) were paid an hour of pay for a purported meal period  
violation that was combined with the “regular hours” worked on their wage  
statement, from June 11, 2013 to August 4, 2014.

1 **Waiting Time Penalty Subclass:** All former non-exempt employees in  
2 California who received bonuses, commissions, and/or spiffs, and earned  
3 overtime wages during a corresponding time period, from June 11, 2011 to  
4 August 28, 2014, and who separated their employment from Defendant from  
5 June 11, 2011 through December 8, 2015.

6 **Meal Period Subclass:** All current and former hourly non-exempt  
7 employees in California who worked shifts exceeding six hours per day, and  
8 do not have timekeeping records reflecting: (a) a meal period of at least  
9 thirty minutes commencing prior to the completion of the fifth hour of work,  
10 and/or (b) a second meal period of at least thirty minutes for shifts worked in  
11 excess of ten hours, prior to the end of the tenth hour of work, from June 11,  
12 2010 through December 8, 2015.

13 **PAGA Aggrieved Employee Subclass:** All current and former non-exempt  
14 employees of Defendant who are also members of the California Overtime  
15 Class, Rest Period Class, Wage Statement Subclass, Waiting Time Subclass,  
16 and/or Meal Period Subclass from June 11, 2013, through December 8,  
17 2015.

18 2. As used herein, the term “Rule 23 Subclasses” shall refer collectively  
19 to each of the above subclasses except the FLSA Overtime Subclass.

20 3. As used herein, the terms “Settlement” and “Settlement Agreement”  
21 shall refer to the Class Action Settlement Agreement and Stipulation filed by the  
22 Named Plaintiff on October 12, 2015 as Exhibit 1 to the Declaration of Paul K.  
23 Haines in Support of Plaintiff’s Motion for Preliminary Approval of Class Action  
24 Settlement [Docket Entry No. 63-1].

25 4. Named Plaintiff shall be paid an Incentive Payment of \$5,000, out of  
26 the Gross Settlement Sum, in accordance with the terms of the Settlement  
27 Agreement and the Final Approval Order.

28 5. The California Labor & Workforce Development Agency shall be  
paid \$142,200 out of the Gross Settlement Sum, in accordance with the terms of  
the Settlement Agreement and the Supplemental Declaration of Hernaldo J.  
Baltodano in Support of Plaintiff’s Motion for Preliminary Approval of Class

1 Action Settlement, filed on December 2, 2015 [Docket Entry No. 66].

2 6. Individual settlement payments shall be paid to the participating  
3 Settlement Class members out of the Net Settlement Sum, in accordance with the  
4 terms of the Settlement Agreement.

5 7. Class Counsel shall be paid \$570,000 in attorneys' fees from the  
6 Gross Settlement Sum in accordance with the terms of the Settlement Agreement  
7 and the Final Approval Order.

8 8. Class Counsel's litigation costs of \$44,952.38 shall be paid out of the  
9 Gross Settlement Sum in accordance with the terms of the Settlement Agreement  
10 and the Final Approval Order.

11 9. The Claims Administrator, CPT Group, Inc., shall be paid for its fees  
12 and expenses in connection with the administration of the Settlement Agreement  
13 out of the Gross Settlement Sum, in accordance with the terms of the Settlement  
14 Agreement, in the amount of \$38,000.

15 10. By this Judgment, the Named Plaintiff and each member of the Rule  
16 23 Subclasses who has not timely and validly requested exclusion from the  
17 Settlement by opting out, and each member of the FLSA Overtime Subclass who  
18 has validly and timely opted into the Settlement (collectively, the "participating  
19 Settlement Class members"), hereby release Defendant and the Released Parties  
20 (as defined in the Settlement Agreement) from the Settled Claims (as defined in the  
21 Settlement Agreement), and all of the Settled Claims are dismissed with prejudice  
22 as to the participating Settlement Class members.

23 11. By this Judgment, the participating Settlement Class members are  
24 permanently barred from asserting any of the Settled Claims in the future. The  
25 parties are to bear their own attorneys' fees and costs, except as otherwise provided  
26 in the Settlement Agreement and the Final Approval Order.

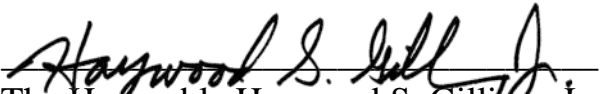
27 12. The Court reserves and retains exclusive jurisdiction over the Action,  
28 the Named Plaintiff, the Settlement Class, and Defendant for the purposes of

1 supervising the implementation, effectuation, enforcement, construction,  
2 administration, and interpretation of the Settlement Agreement and this Judgment.

3 13. Final judgment is hereby entered pursuant to Rule 23(c)(3) of the  
4 Federal Rules of Civil Procedure and pursuant to the Fair Labor Standards Act  
5 (“FLSA”), 29 U.S.C. § 216(b). This document shall constitute a final judgment for  
6 purposes of Rule 58 of the Federal Rules of Civil Procedure.

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8 IT IS SO ORDERED.

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10 Dated: August 29, 2016

  
11 The Honorable Haywood S. Gilliam, Jr.  
12 United States District Judge  
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