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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

ASHLEY ARMSTRONG, individually and on  
behalf of all others similarly situated,  
Plaintiff,

v.

CONCENTRIX CORPORATION, a New  
York corporation,  
Defendant.

Case No. 3:16-CV-05363-WHO

**ORDER APPROVING FLSA  
COLLECTIVE ACTION SETTLEMENT**

Date: December 5, 2018  
Time: 2:00 P.M.  
Courtroom: 2, 17<sup>th</sup> Floor  
Judge: Honorable William H. Orrick

1 On December 5, 2018, a hearing was held on the unopposed motion of Plaintiff Ashley  
2 Armstrong for Approval of FLSA Collective Action Settlement. Kevin Stoops appeared for  
3 Plaintiff; and Ron Peters appeared for Defendant, Concentrix Corporation.

4 Having considered the papers on the motion, the arguments of counsel, and the law, the  
5 Court now enters this Settlement Approval Order and FINDS, CONCLUDES, and ORDERS as  
6 follows:<sup>1</sup>

7 **I. NATURE OF ACTION**

8 Plaintiff alleges that Defendant failed to pay her and the Opt-Ins for off-the-clock work,  
9 including overtime, in violation of the Fair Labor Standard Act (“FLSA”) and common law state  
10 breach of contract principals.

11 Defendant denies each of the allegations in the Complaint and denies that any Plaintiff or  
12 Opt-In is entitled to recovery. Defendant denies that this action may be properly maintained as a  
13 collective action under the FLSA.

14 **II. JURISDICTION**

15 This Court has jurisdiction over the subject matter of this litigation and all related matters  
16 and all claims raised in this action and/or released in the Settlement, and personal jurisdiction over  
17 Defendant and all Opt-Ins. Specifically, this Court has federal question jurisdiction over this  
18 action pursuant to 28 U.S.C. § 1331, and section 16(b) of the Fair Labor Standards Act (“FLSA”),  
19 29 U.S.C. § 216(b). This Court also has supplemental jurisdiction over the state-law breach of  
20 contract claim because that claim derives from a common nucleus of operative fact and form part  
21 of the same case or controversy as those claims over which the Court has primary jurisdiction. *See*  
22 28 U.S.C. § 1367 (providing for supplemental jurisdiction over related state-law claims that “form  
23 part of the same case or controversy”); *United Mine Workers v. Gibbs*, 383 U.S. 715, 726 (1996)  
24 (federal courts have supplemental jurisdiction over state law claims that arise from the same  
25 “common nucleus of operative facts” such that the parties “would ordinarily be expected to try

26 \_\_\_\_\_  
27 <sup>1</sup> Except as otherwise specified herein, the Court for purposes of this Settlement Approval Order  
28 adopts all defined terms set forth in the Settlement.

1 them all in one judicial proceeding”).

2 **III. APPROVAL OF SETTLEMENT**

3 The Court has reviewed the terms of the Settlement, including the \$320,000 Settlement  
4 amount, the plan of allocation, and the release of claims. The Court has also read and considered  
5 Plaintiff’s Motion for Settlement Approval and its supporting memoranda and evidence, including  
6 the declaration of Kevin Stoops and Jahan C. Sagafi in support of Settlement Approval. Based on  
7 review of those papers, and the Court’s familiarity with this case, the Court finds and concludes  
8 that the Settlement is the result of arms-length negotiations between the Parties, conducted after  
9 the parties attempted to reach resolution with an experienced, independent mediator, after  
10 Plaintiff’s Counsel had adequately investigated Plaintiff’s and the Opt-Ins’ claims and become  
11 familiar with their strengths and weaknesses, and after the Parties had engaged in substantial  
12 discovery and motion practice.

13 The Court finds and determines that the payments to be made to the Opt-Ins as provided  
14 for in the Settlement are fair and reasonable. The proposed plan of allocation is rationally related  
15 to the relative strengths of the respective claims asserted.

16 The Settlement is not a concession or admission, and shall not be used or construed against  
17 Defendant as an admission or indication with respect to any claim of any fault or omission by  
18 Defendant.

19  
20 **IV. APPROVAL OF THE NOTICE PROGRAM**

21 Plaintiff has also submitted for this Court’s approval a proposed Notice of Settlement. The  
22 Notice is the best notice practicable under the circumstances.

23 The Notice fairly, plainly, accurately, and reasonably informs Opt-Ins of: (1) appropriate  
24 information about the nature of this action, the identities of the Opt-Ins, the identity of Plaintiff’s  
25 Counsel, and the essential terms of the Settlement, including the plan of allocation; (2) appropriate  
26 information about the amounts being allocated to Plaintiff as Service Payment and to Plaintiff’s  
27 Counsel as attorneys’ fees and costs; and (3) appropriate instructions as to how to obtain additional

1 information regarding this action and the Settlement.

2           The proposed plan for distributing the Notice likewise is a reasonable method calculated to  
3 reach all individuals who would be bound by the Settlement. Under this plan, the Settlement  
4 Administrator will distribute the Notice and Settlement Share checks to all Opt-Ins by first-class  
5 mail to their last known addresses. There is no additional method of distribution that would be  
6 reasonably likely to notify Opt-Ins who may not receive notice pursuant to the proposed  
7 distribution plan. In addition, the Settlement Administrator will take reasonable steps to locate  
8 Opt-Ins who do not promptly cash their Settlement Share checks.

9           Accordingly, the Court finds and concludes that the proposed plan for distributing the  
10 Notice will provide the best notice practicable and satisfies all legal and due process requirements.

11 **V. PLAINTIFF'S AND OPT-INS' RELEASE OF CLAIMS**

12           The Court has reviewed the release contained in the Settlement and finds it to be fair,  
13 reasonable, and enforceable under the FLSA and all other applicable law. Plaintiff and every Opt-  
14 In shall, pursuant to the Settlement, be bound by the release of claims as set forth in the Settlement.

15 **VI. APPOINTMENT OF SETTLEMENT ADMINISTRATOR**

16           Simpluris, Inc., is hereby appointed Settlement Administrator to carry out the duties set  
17 forth in this Approval Order and the Settlement.

18 **VII. SERVICE PAYMENTS TO THE NAMED PLAINTIFFS**

19           The Court approves the \$7,500 Service Payment to the Named Plaintiff Ashley Armstrong  
20 as set forth under the Settlement. The Named Plaintiff has taken significant actions to protect the  
21 interests of Opt-Ins, and the Opt-Ins have benefited considerably from those actions. Furthermore,  
22 the Named Plaintiff has expended considerable time and effort in pursuing the litigation.  
23 Furthermore, Plaintiff's Counsel attest that the Named Plaintiff was substantially involved  
24 throughout the litigation including taking part in discovery and deposition.

25 **VIII. PLAINTIFF'S COUNSEL'S AWARD OF FEES AND COSTS**

26           The Court finds and determines that the payment of \$126,605 in attorneys' fees and  
27 \$29,000 in litigation costs and expenses, for a total payment of \$155,605 to Plaintiffs' Counsel, is

1 fair and reasonable. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002);  
2 *Chemical Bank v. City of Seattle (In re Washington Public Supply Sec. Litig.)*, 19 F.3d 1291, 1297  
3 (9<sup>th</sup> Cir. 1994); *Paul, Johnson, Alston & Hunt v. Grauly*, 888 F.2d 268, 272 (9<sup>th</sup> Cir. 1989); *Six*  
4 *Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9<sup>th</sup> Cir. 1990).

5 **IX. ENFORCEMENT OF OBLIGATIONS**

6 Nothing in this Settlement Approval Order will preclude any action to enforce the Parties'  
7 obligations under the Settlement or under this order, including the requirement that Defendant  
8 make the Settlement Payment in accordance with the terms of the Settlement.

9 **X. FINAL JUDGMENT**

10 By means of this Settlement Approval Order, this Court hereby enters final judgment in  
11 this action, as defined in Federal Rule of Procedure 58(a)(1).

12 The Parties are hereby ordered to comply with the terms of the Settlement.

13 This action is dismissed with prejudice, each side to bear its own costs and attorneys' fees  
14 except as provided by the Settlement and the Court's orders.

15 **XI. CONTINUING JURISDICTION**

16 Without affecting the finality of the Court's judgment in any way, the Court retains  
17 jurisdiction over this matter for purposes of resolving issues relating to interpretation  
18 administration, implementation, effectuation and enforcement of the Settlement.

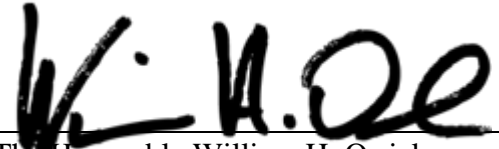
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1 **XII. SETTLEMENT APPROVAL**

2           Based on all of these findings and the applicable legal standards, the Court concludes that  
3 the proposed Settlement meets the criteria for settlement approval and Orders the Parties to  
4 distribute the payments required under the Settlement.

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6 IT IS SO ORDERED.

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8 Dated: December 6, 2018

9   
The Honorable William H. Orrick  
United States District Judge

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