



United States District Court
SOUTHERN DISTRICT OF CALIFORNIA

Hector Velazquez, Humberto Lopez, and
ROES 1-50 on behalf of themselves and
in a representative capacity for all others
similarly situated

Plaintiff,

v.

International Marine and Industrial
Applicators, LLC; DOES 1-50, inclusive

Defendant.

Civil Action No. 16cv0494-MMA(NLS)

JUDGMENT IN A CIVIL CASE

Decision by Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS HEREBY ORDERED AND ADJUDGED:

The Court grants Plaintiffs' motions and finds the proposed settlement of this class action appropriate for final approval pursuant to Federal Rule of Civil Procedure 23(e). The Court finds that the proposed settlement appears to be the product of serious, informed, arms-length negotiations, and that the settlement was entered into in good faith, and that Plaintiffs have satisfied the standards for final approval of a class action Settlement under federal law. Further, the Court finds the Settlement Administration fees and costs in the amount \$15,212 are reasonable. The Court also finds Plaintiffs' request for an award of attorneys' fees in the amount of 25% of the common fund, or \$15,250, and the requested costs in the amount of \$2,500, are reasonable. Finally, the Court finds the class representative enhancement awards of \$1,000 to Plaintiff Lopez and \$500 to Plaintiff Garcia are reasonable.

[CONTINUED IN ATTACHMENT]

Date: 2/9/18

CLERK OF COURT
JOHN MORRILL, Clerk of Court

By: s/ R. Chapman

R. Chapman, Deputy

United States District Court
SOUTHERN DISTRICT OF CALIFORNIA

(ATTACHMENT)

Civil Action No. 16cv0494-MMA(NLS)

The Court approves the Settlement and orders the parties to implement the Settlement Agreement according to its terms and conditions and this Court's Final Order.

1. This Court incorporates by reference as though fully set forth herein, the definitions of the Settlement Agreement dated March 14, 2017 and preliminarily approved by the Order signed June 30, 2017, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all Members of the Settlement Class.
3. Notice to the Settlement Class, as set forth in the Settlement Agreement, has been completed pursuant to the Preliminary Order, including individual notice to all Class Members. The Court finds that said notice was practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and the matters set forth herein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and the Notice of Class Action form fully satisfied the requirements of due process.
4. This Court hereby approves the settlement set forth in the Settlement Agreement, including the settlement awards, released claims and other terms therein, and finds that the Settlement Agreement is, in all respects, fair, reasonable, and adequate to the Parties and directs the Parties to effectuate the settlement according to its terms.
5. For the purposes of this Order and Final Judgment, and consistent with the Settlement Agreement, the term "Settlement Class" means the following: the Rule 23 California Class plus the FLSA Non-California Class.
6. As of the Effective Date, (and after all settlement checks, fee checks, and cost and enhancement payments have been made) each and every Released Claim of each and every Settlement Class Member, as of the date of the Settlement Agreement, is and shall be deemed to be conclusively released (as more fully described in the Settlement Agreement and Release) as against the Released Parties.
7. All of the Settlement Class Members, as of the Effective Date of Settlement, are hereby forever barred and enjoined from prosecuting the Released Claims against the Released Parties.
8. The Settlement Agreement is not an admission by Defendant nor is this Order and Final Judgment a finding of the validity of any claims in the Class Action or of any wrongdoing by Defendant. Furthermore, the Settlement Agreement is not a concession by Defendant and shall not be used as an admission of any fault, omission or wrongdoing by Defendant.
9. The Class Action is hereby dismissed with prejudice, provided however, and without affecting the finality of this Order and Final Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) interpretation, implementation, and enforcement of this settlement; and (ii) enforcement and administration of the Settlement Agreement.
10. The Court finds that the Settlement Agreement is in good faith and constitutes a fair, reasonable, and adequate compromise of the Released Claims against Defendant.