

FILED - SOUTHERN DIVISION
CLERK, U.S. DISTRICT COURT
FEB - 3 2016
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL BURNHAM, FERNANDO
CASTILLO, NEVA CRAWFORD,
RICKY CRAWFORD, TED DAY, JOHN
GUGLER, CHARLES HOWLETT,
EDUARDO JIMENEZ, BILL
MCMAHON, JODY PAULSON,
ROBERT ROJAS, TODD SHOOK,
TONY SKIRROW, DANTE STEWARD,
SALVADOR BUCIO SUAREZ AND
DANIEL WARE, and all other
“aggrieved” employees,

Plaintiffs,

vs.

RUAN LOGISTICS CORP., an Iowa
corporation, and DOES 1-100, inclusive,

Defendants.

CASE NO.: SACV12-0688 AG (ANx)

**[PROPOSED] ORDER
GRANTING PLAINTIFFS’
MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARDED
ATTORNEYS’ FEES AND
ENHANCEMENT AWARDS**

HEARING SCHEDULE

DATE: February 1, 2016
TIME: 10:00 a.m.
CTRM.: 10D
JUDGE: Andrew J. Guilford

1 Having previously granted preliminary approval (Dkt. #325) of the parties'
2 Class Action Settlement and Stipulation Agreement (the "Settlement Agreement"),
3 this matter now comes before the Court for final approval of the proposed
4 settlement set forth in the Settlement Agreement. For purposes of this Order, all
5 terms used herein shall have the same meaning as defined in the Settlement
6 Agreement. Having reviewed and considered the papers, evidence and arguments
7 in support of and in opposition thereto, the Court **HEREBY FINDS AND ORDERS**
8 **AS FOLLOWS:**
9

10 1. This Court has jurisdiction over the subject matter of this litigation and
11 over all Parties to this litigation, including the Plaintiffs and Class Members.
12

13 2. Distribution of the Notice of Proposed Settlement and Fairness
14 Hearing as set forth in the Settlement Agreement and the other matters set forth
15 therein have been completed in conformity with the Court's Order granting
16 preliminary approval of the proposed settlement, including individual notice to all
17 Class Members who could be identified through reasonable effort, and was the best
18 notice practicable under the circumstances. This provided due and adequate notice
19 of the proceedings and of the matters set forth therein, including the proposed
20 settlement set forth in the Settlement Agreement, to all persons entitled to such
21 notice, and the notice fully satisfied the requirements of due process. Zero (0)
22 Class Members objected to the proposed settlement and zero (0) Class Members
23 opted out of the proposed settlement.
24

25 3. Final approval of the proposed settlement set forth in the Settlement
26 Agreement shall be and hereby is **GRANTED**. The Court finds that the proposed
27 settlement is, in all respects, fair, adequate and reasonable and directs the Parties to
28

1 event be construed as, or deemed to be evidence of, an admission or concession
2 with regard to the denials or defenses by Defendant or any of the other Released
3 Parties and shall not be offered in evidence in any action or proceeding against
4 Defendant or any of the Released Parties in any court, administrative agency or
5 other tribunal for any purpose whatsoever other than to enforce the provisions of
6 this Order, the Settlement Agreement as approved in this Order, or any related
7 agreement or release. Notwithstanding these restrictions, any of the Released
8 Parties may file in this action or in any other proceeding this Order, the Settlement
9 Agreement, or any other papers and records on file in this action as evidence of the
10 settlement approved by this Order to support a defense of res judicata, collateral
11 estoppel, release, or other theory of claim or issue preclusion or similar defense as
12 to the Released Claims.

13
14 6. The Court APPROVES the proposed allocation of the Gross
15 Settlement Fund as set forth in the Settlement Agreement.

16
17 7. The Court APPROVES Class Counsel's requests for ~~\$1,166,000~~ ^{\$980,000} in
18 attorneys' fees and \$18,411.25 in costs to be paid from the Gross Settlement Fund
19 provided for in the Settlement Agreement.

20
21 8. Class Counsel shall not be entitled to any other award of attorneys'
22 fees or costs in any way connected with this action. Any separate appeal from this
23 Order as to the Class Counsel Attorneys' Fees and Costs and/or the Class
24 Representative Enhancement shall not operate to terminate or cancel the Settlement
25 Agreement or otherwise affect the finality of this Order.

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9. The Court APPROVES the enhancement payment of \$5,000 each to the Class Representatives (for a total of \$80,000) from the Gross Settlement Fund.

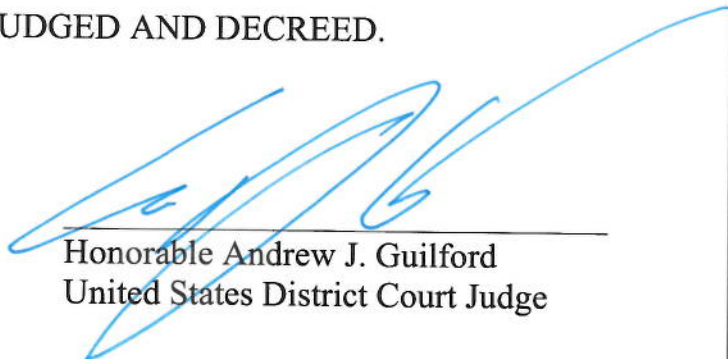
10. The Court APPROVES the payment of \$200,000 to the Labor Workforce Development Agency from the Gross Settlement Fund.

11. The Court APPROVES the payment of \$10,000 to the Claims Administration from the Gross Settlement Fund.

12. Without affecting the finality of this Order in any way, this Court hereby retains jurisdiction over the interpretation, implementation and enforcement of the Settlement Agreement and all orders and judgments entered in connection therewith. For all other purposes, this case is DISMISSED WITH PREJUDICE.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: FEB 3, 2016



Honorable Andrew J. Guilford
United States District Court Judge