

NOTE: CHANGES MADE BY THE COURT

JS-6

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

Salvador Ruacho, individually, and
on behalf all others similarly
situated, and L. Luviano,
individually,

Plaintiffs

v.

Multi Cable, Inc., Mousa Golbahar,
Time Warner Cable, Inc., Time
Warner Cable Pacific West LLC,
Time Warner Cable Enterprises
LLC, and Does 1 to
100, inclusive

Defendants.

Case No. 2:15-CV-05592-AB-FFM
*Assigned for all purposes to the
Honorable André Birotte Jr.*

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
ATTORNEYS' FEES, COSTS, AND
INCENTIVE AWARD**

1 The Court has before it Plaintiffs' Unopposed Motion for Final Approval of Class
2 Action Settlement ("Class Settlement") and Motion for Award of Attorney's Fees,
3 Incentive Awards and Reimbursement of Costs. After reviewing the Motion for Final
4 Approval, Motion for Award of Attorney's Fees and the Joint Stipulations of Class
5 Action Settlement Between Plaintiffs and Defendants ("Settlement Agreement"), the
6 Court hereby finds and orders as follows:

7 1. This Court has jurisdiction over the claims of the Class Members asserted in
8 this proceeding and over all parties to the action.

9 2. This Court finds that the applicable requirements of Federal Rule of Civil
10 Procedure 23 have been satisfied with respect to the Settlement Class and the proposed
11 Class Settlement. The Court hereby makes final its earlier provisional certification of the
12 Class, as set forth in the Preliminary Approval Order [ECF Doc. 194]. The Court finds
13 that the settlement is fair, adequate, and reasonable, and falls within the range of
14 reasonableness.

15 3. The notice given to the Class Members fully and accurately informed the
16 Class Members of all material elements of the proposed Class Settlement and of their
17 opportunity to object to or comment thereon; was the best notice practicable under the
18 circumstances; was valid, due and sufficient notice to all Class Members; and complied
19 fully with the laws of the State of California, the Federal Rules of Civil Procedure, the
20 United States Constitution, due process and other applicable law. The notice fairly and
21 adequately described the Class Settlement and provided Class Members adequate
22 instructions and a variety of means to obtain additional information. A full opportunity
23 has been afforded to the Class Members to participate in this hearing. Accordingly, the
24 Court determines that all Class Members (as defined in the Class Settlement) who did not
25 timely and properly execute a request for exclusion are bound by this Order and
26 Judgment.

27 4. The Court hereby grants final approval to the Class Settlement and finds it
28 reasonable and adequate, and in the best interests of the Class as a whole. Accordingly,

1 the Court hereby directs that the Class Settlement be effected in accordance with the
2 Settlement Agreements and the following terms and conditions.

3 5. It is hereby ordered that the Settlement Administrator shall pay the
4 Settlement Awards in the amounts and pursuant to the terms set forth in the Settlement
5 Agreements.

6 6. It is hereby ordered that the that the Settlement Administrator shall pay the
7 Incentive Awards of \$5,000 each to Class Representatives Salvador Ruacho and
8 Reynaldo Galvez for the TWC Settlement. It is hereby ordered that the Settlement
9 Administrator shall pay the Incentive Award of \$2,500 to Class Representative Salvador
10 Ruacho for the MCI Settlement. It is hereby ordered that the Settlement Administrator
11 shall pay Luis Luviano the Incentive Award of \$5,000. The Court finds the Incentive
12 Awards are fair and reasonable for the work provided to the Class and Class Counsel.

13 7. It is hereby ordered that the Settlement Administrator shall pay a Fee Award
14 of \$576,000, as well as \$54,693 in actual costs, to Class Counsel.¹ Class Counsel's
15 request falls within the range of reasonableness and the result achieved justifies the
16 award. The amount constitutes about 32% of the Class Settlement. The Court finds this
17 percentage reasonable based on the amount of time and attorney hours spent on the case,
18 the stage of litigation, and the results Class Counsel obtained. Class Counsel's actual
19 expenses in prosecuting this Action are hereby approved as reasonably incurred.

20 8. The proposed Settlement was served on the Labor and Workforce
21 Development Agency ("LWDA") on January 19, 2018, pursuant to Cal. Labor Code §
22 2699(1)(2) . [ECF 190-2] It is hereby ordered that the Settlement Administrator shall pay
23 \$17,500 to the LWDA on account of the California Labor Code Private Attorney
24 General's Act claim, as set forth in the Settlement Agreement.²

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26 ¹ The portion of fees and costs attributed to the MCI Settlement is \$126,000 (fees) and
27 \$4,693 (costs). The portion of fees and costs attributed to the TWC Settlement is
\$450,000 (fees) and \$50,000 (costs).

28 ² The portion of the net LWDA payment attributed to the MCI Settlement is \$7,500.
The portion of net LWDA payment attributed to the TWC Settlement is \$10,000.

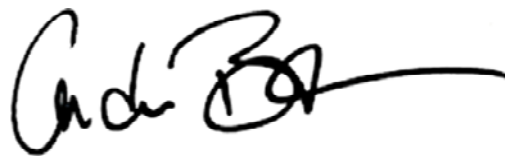
1 9. It is hereby ordered that the Settlement Administrator shall be paid
2 Administration Costs of \$22,000 as set forth in the Settlement Agreements.

3 10. Notice of this class action settlement was given to the U.S. Attorney General
4 and the Attorneys General of the States of California, Arizona, Kentucky and Maryland
5 pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”) on May 23, 2018
6 (the “CAFA Notice”).

7 11. With this final approval of the Class Settlement, and following the
8 expiration of the CAFA Notice Period without objection from the relevant states or the
9 United States, it is hereby ordered that judgment be entered permanently barring and
10 enjoining all members of the Settlement Class from prosecuting against Defendants, their
11 past, current and future owners, parent companies, subsidiaries, divisions, related or
12 affiliated companies, including but not limited to their past, current and future owners,
13 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and
14 assigns, and any individual or entity who could be jointly liable with any of the
15 foregoing, any individual or class or collective claims released under the Settlement
16 Agreement, upon satisfaction of all payments and obligations hereunder.

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18 **IT IS SO ORDERED.**

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20 Dated: September 04, 2018



21 André Birotte Jr.
22 United States District Judge
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