

1 1. To the extent terms in this Order are defined in the Joint Stipulation for Settlement and
2 Release of Class and Collective Action Claims (the “Settlement Agreement”), submitted to the Court
3 as Exhibit 1 to the Declaration of Bryan J. Schwartz, Esq., such terms shall have the same meanings in
4 this Order as in the Settlement Agreement.

5 2. The Court grants preliminary approval of the Settlement based upon the terms set forth
6 in the Settlement Agreement and the preliminary approval Motion, and based upon the Schwartz
7 Declaration in support of the agreement and related exhibits, and all of the briefing and information
8 submitted in this case to date. The Settlement appears to be fair, adequate and reasonable to the Class.

9 3. The Settlement is supported by the recommendations of counsel and was negotiated at
10 arms’ length, and is thus presumptively valid, subject to any objections that may be raised at the final
11 fairness hearing, and to final approval by this Court.

12 4. The proposed California, North Carolina, Illinois, and Connecticut classes satisfy the
13 requirements of Federal Rule of Civil Procedure 23 and are certified for purposes of settlement only
14 on that basis.

15 5. The parties had previously stipulated to, and this Court approved, certification of the
16 Fair Labor Standards Act Collective Action pursuant to 29 U.S.C. § 216(b). The parties’ stipulation
17 remains in effect according to the terms of that agreement.

18 6. The *cy pres* recipient identified in the Settlement, Legal Aid Society-Employment Law
19 Center, now known as Legal Aid at Work, appears to meet the tests under *Dennis v. Kellogg Co.*, 697
20 F.3d 858, 865 (9th Cir. 2013), “that there be a driving nexus between the plaintiff class and the *cy pres*
21 beneficiaries.”

22 7. To comply with the Ninth Circuit’s decision in *In re Bluetooth Headset Litigation*, 654
23 F.3d 935 (9th Cir. 2011), Class Counsel will file their motion for fees and costs more than 15 days
24 before the deadline to opt out or object, on or before April 19, 2017.

25 8. A final fairness hearing on whether the proposed Settlement, attorneys’ fees to Class
26 Counsel, the Class Representatives’ service payments, and the *cy pres* recipient should be approved as
27 fair, reasonable and adequate as to the members of the Settlement Class will be held on June 15-29,
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1 2017, at 1:30 p.m., in the Courtroom of the Hon. Richard Seeborg, Courtroom 3, U.S. District Court
2 for the Northern District of California, San Francisco Division.

3 9. The Court approves, as to form and content, the Notices of Class Action Settlement to
4 Client Fulfillment Consultants (“Notices of Settlement”) attached to the Settlement Agreement as
5 Exhibit A. The Court approves the procedure for Class Members to participate in, opt out of, and
6 object to the Settlement as set forth in the Notices of Settlement.

7 10. The Court directs the mailing of the Notices of Settlement in accordance with the
8 Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and
9 distribution of the Notice meet the requirements of due process, provide the best notice practicable
10 under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice
11 of the proposed settlement.

12 11. The Court appoints Bryan Schwartz Law as Class Counsel for settlement purposes
13 only.

14 12. The Court appoints Allen Buckingham, Eunice Ann Robinson, Alvin Courts, and
15 Melissa Agosto-Cruz as Class Representatives of the California, North Carolina, Illinois, and
16 Connecticut Classes, respectively.

17 13. The Court appoints KCC, LLC as the settlement administrator, based on Counsel’s
18 declaration, testifying that KCC has experience with similar matters and offers a competitive bid.

19 14. The Court orders the following Implementation Schedule for further proceedings:

21 Deadline for Defendant to provide the Class List to Claims Administrator	Friday, February 10, 2017
22 Deadline for Claims Administrator to calculate Net Pro Rata Distribution	Monday, February 20, 2017
23 Deadline for Parties’ Counsel to review calculations	Monday, February 27, 2017
24 Deadline for Claims Administrator to Mail the Notice to Class Members	Monday, March 6, 2017
25 Deadline for California, North Carolina, Illinois, and Connecticut Class Members to opt out or serve written objections to the settlement; Deadline for FLSA Collective Action Members to withdraw their consent forms	Friday, May 5, 2017
26 27 28 Deadline for Class Counsel to file fee petition.	Wednesday, April 19, 2017

1	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Wednesday, May 10, 2017
2	Final Fairness Hearing and Final Approval	
3		Thursday, June 15 29, 2017

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5 15. With the exception of such proceedings as are necessary to implement, effectuate and

6 grant final approval to the terms of the Settlement Agreement, all proceedings in this Lawsuit are

7 stayed as of the date of this Order.

8 16. In the event the Settlement does not become effective in accordance with the terms of

9 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails

10 to become effective then the Parties shall revert to their respective positions existing immediately prior

11 to the date they entered into the Settlement Agreement.

12 17. The Court reserves the right to adjourn or continue the date of the Final Fairness

13 Hearing and all dates provided for in the Settlement Agreement without further notice to Class

14 Members, and retains jurisdiction to consider all further applications arising out of or connected with


15 the proposed Settlement.

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17 **IT IS SO ORDERED.**

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19 DATED: January 26, 2017

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21 HON. RICHARD SEEBORG
UNITED STATES DISTRICT COURT

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