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11
12 IN THE UNITED STATES DISTRICT COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA

15 COOPER GILLESPIE, LEIGHTON
16 WYNTER, CHRISTOPHER CASTLE,
17 MICHAEL CONWAY, WILLIAM SEAN
18 DUNEGAN, SKYLER FISK, JEFF FOLZ,
19 RANDY HILL, AND DENNIS WALSH,
20 on behalf of themselves and all others
21 similarly situated,

22 Plaintiffs,

23 vs.

24 LUMENIS INC., and DOES 1 through
25 100, inclusive,

26 Defendant.

CASE NO.: 4:17-cv-02080

**~~PROPOSED~~ ORDER AND FINAL
JUDGMENT OF DISMISSAL**

For the reasons stated on
the record and

1 Plaintiffs' Motion for Settlement Approval came before the Court on March 1, 2018. Based on the
2 pleadings, papers, and arguments of counsel, and good cause appearing therefore, the Court hereby grants
3 the Motion in full.

4 IT IS THEREFORE ORDERED as follows:

- 5 1. The Court finds that the Settlement Agreement is a reasonable compromise of a *bona fide* dispute
6 under the Fair Labor Standards Act.
- 7 2. The Court approves attorney fees in the amount of \$162,500 and costs in the amount of \$17,000.
- 8 3. The Court approves a \$5,000 enhancement payment to Plaintiff Cooper Gillespie.
- 9 4. The Court approves Legal Aid at Work as the *cy pres* recipient according to the terms of ¶ 12 of
10 the Settlement Agreement.
- 11 5. The Settlement Agreement is HEREBY APPROVED in accordance with the terms of this order.
- 12 6. This Action is hereby DISMISSED WITH PREJUDICE, with each party to bear their own
13 attorneys' fees and costs, except as set forth in the Settlement Agreement. The Court retains
14 jurisdiction with respect to the implementation and enforcement of the terms of the settlement
15 agreement.

16 LET JUDGMENT BE ENTERED ACCORDINGLY.

17
18 Dated: March 2, 2018

