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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

WILLIAM WOODS (CA), DOMINIC SEALE
(FL), WESLEY VARUGHESE (IL), ERIC
ESSLER (MI), KRISTINA WILLS (MN),
CASEY MCCALED (MO), SAMUEL
BARONE-CROWELL (NY), LOWELL
HARVARD JR. (NY), ALTWELL WINFIELD
(NY), TIFFANY REINHART (OH), individually
and on behalf of all other similarly situated
individuals,

Plaintiffs,

v.

VECTOR MARKETING CORPORATION and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. 14-CV-00264-EMC

CLASS ACTION

Assigned to Hon. Edward M. Chen
United States District Judge

**REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
INCLUDING AWARD OF
ATTORNEYS' FEES, COSTS AND
INCENTIVE AWARDS (modified)**

DATE: October 6, 2016
TIME: 1:30 p.m.
CTRM: 5
JUDGE: Hon. Edward M. Chen

Complaint Filed: January 16, 2014

1 On October 6, 2016, Plaintiffs’ Motions for Final Approval of Class Action Settlement
2 (Document #280) and Motion for Approval of Attorneys’ Fees, Costs and Incentive Awards
3 (Document #277), were heard by the Court, as noticed. The Court has considered the Parties’ papers,
4 relevant legal authority, and the record in this case, and the Court hereby GRANTS the Motion for
5 Final Approval of Class Action Settlement, including the award of attorneys’ fees, costs and
6 incentive awards, on the terms set forth herein.

7 Plaintiffs William Woods (CA), Dominic Seale (FL), Wesley Varughese (IL), Eric Essler
8 (MI), and Samuel Barone-Crowell (NY), (collectively “Plaintiffs,” “Named Plaintiffs,” or “Class
9 Representatives”) and Defendant Vector Marketing Corporation, (“Defendant” or “Vector”) have
10 reached a settlement of this putative class and collective action as set forth in the Stipulation of
11 Settlement and Release (Document #278-1, at pp. 50-78 of 96; and signature pages at Document
12 #278-1, at pp. 79-88 of 96), hereinafter at times referred to as “Settlement Agreement” or
13 “Agreement”).

14 On June 10, 2016, this Court entered an order granting preliminary approval of the
15 Settlement (the “Preliminary Approval Order”, Docket # 276).

16 Having completed the process of providing notice to the Class Members (as defined in the
17 Settlement Agreement), no objectors have come forward as of the close of the objection period on
18 September 12, 2016. Plaintiffs moved for final approval of the Settlement on September 1, 2016, as
19 ordered by this Court.

20 Plaintiffs have also moved for an award of attorneys’ fees, reimbursement of costs, and
21 Service Awards, as well as payment of administrative expenses to the Settlement Administrator.

22 After reviewing the Settlement Agreement, Plaintiffs’ Motion for Final Approval of Class
23 Action Settlement, Plaintiffs’ Motion for Approval of Attorneys’ Fees, Costs, and Incentive Awards,
24 and other related documents, and having heard the argument of the Attorneys for the respective
25 Parties, **THE COURT NOW MAKES THE FOLLOWING ORDERS:**

26 1. All capitalized terms in this Order shall have the meaning ascribed to them in the
27 Settlement Agreement, unless the context of this Order requires otherwise.

1 2. The Court has jurisdiction over the Parties to this action, including all Settlement Class
2 Members as defined in the Settlement Agreement.

3 3. The Court hereby grants final approval of the Settlement as it meets the criteria for
4 final settlement approval. The Settlement is fair, adequate, and reasonable; appears to be the
5 product of arm's-length and informed negotiations; and treats all Settlement Class Members fairly.

6 4. The Notice of Settlement of Collective and Class Action ("Class Notice") approved by
7 the Court was provided by First Class direct mail to the last-known address of each of the
8 individuals identified as Class Members for whom address information was available, after first
9 processing such addresses through the U.S. Postal Service change-of-address database. Follow-up
10 efforts were made to send the Class Notice to those individuals whose original Class Notices were
11 returned as undeliverable. The distribution of the Class Notice directed to the Class Members has
12 been completed in substantial conformity with the Preliminary Approval Order. The Class Notice
13 adequately described all of the relevant and necessary parts of the Settlement Agreement, the right
14 of Class Members to opt out of or object to the Settlement and the procedures for doing so, the
15 request for Service Awards to the Named Plaintiffs, and Plaintiffs' Counsel's request for an award
16 of attorneys' fees and costs.

17 5. The Court has determined that the Class Notice given to the Class Members fully and
18 accurately informed the Class Members of all material elements of the Settlement, constituted the
19 best practicable notice to all Class Members, and fully meets the requirements of Federal Rule of
20 Civil Procedure 23 and all applicable constitutional requirements.

21 6. The Settlement Class Members include those persons whose names and contact
22 information was provided to the Settlement Administrator by Defendant for purposes of distributing
23 the Class Notice, but excludes all persons who filed a timely and valid request for exclusion from
24 the Settlement in response to the Class Notice, subject to the following:

25 The Court has been informed by the Settlement Administrator, as well as by Plaintiffs'
26 Counsel, of the following details regarding the persons who submitted requests for exclusion:

27 a. Three hundred seventeen (317) persons submitted timely and valid
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1 exclusion requests and are hereby excluded from the Settlement;

2 b. Fifteen (15) persons submitted timely exclusion requests which were
3 missing the last four digits of their social security numbers, and one person submitted a timely
4 exclusion request which was missing the person's signature. As to these 16 persons, the Parties
5 have agreed on the record, and the Court hereby orders, that the deficiencies in these timely
6 exclusion requests are waived, such that these 16 persons are ordered to be and hereby are excluded
7 from the Settlement; and

8 c. Eleven (11) persons submitted untimely requests for exclusion, and these
9 attempted exclusions, being late, are deemed invalid and those persons are hereby deemed
10 Settlement Class Members for all purposes under the Settlement Agreement and this Order.

11 7. The Court hereby orders that all Settlement Class Members are bound by this Order
12 and the Settlement Agreement and are deemed to have fully, finally and forever released, discharged
13 and relinquished Defendant and all Released Parties from all Released Claims described in the
14 Settlement Agreement. All Settlement Class Members are hereby forever barred and enjoined from
15 commencing or prosecuting, either directly, representatively, or in any other capacity, any Released
16 Claim against Defendant or any Released Party.

17 8. The Settlement is not an admission of liability by Defendant nor does anything in this
18 Order constitute a finding that any of the Claims alleged in this Action are valid or that Defendant
19 has engaged in any wrongdoing whatsoever. Neither this Order, nor the Settlement Agreement, nor
20 any document referred to herein, nor any action taken to carry out the terms of the Settlement
21 Agreement may be construed as, or may be used as, an admission by or against Defendant of any
22 fault, wrongdoing, or liability whatsoever.

23 9. The Gross Settlement Fund of \$6,750,000.00 shall be disbursed by the Settlement
24 Administrator in accordance with the Settlement Agreement, subject to the terms of this Order, and
25 in no circumstance shall Defendant be required to pay more than the Gross Settlement Fund in
26 connection with the Settlement of this Action.

27 10. For purposes of final approval of the Settlement, and on behalf of the Settlement Class
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1 Members, the Court hereby reaffirms its prior appointment of Plaintiffs William Woods (CA),
2 Dominic Seale (FL), Wesley Varughese (IL), Eric Essler (MI), and Samuel Barone-Crowell (NY),
3 as Class Representatives. The Court finds that the Class Representatives provided valuable services
4 to the Settlement Class Members for whom a monetary recovery was obtained. The Court awards
5 each Class Representative a Service Award of ^{\$7,500}~~\$10,000~~ as fair and reasonable compensation for his
6 services. All of the Service Awards shall be paid from the Gross Settlement Fund as set forth in the
7 Settlement Agreement.

8 11. The Court hereby directs payment from the Gross Settlement Fund of \$325,000.00 to
9 the Settlement Administrator, CPT Group, Inc., for its administration expenses.

10 12. The Court hereby reaffirms its appointment of Class Counsel as follows: Marlin &
11 Saltzman LLP and Diversity Law Group P.C.

12 13. The Court finds that Plaintiffs' Counsel has advanced legal theories and provided legal
13 services on a wholly contingent basis for a number of years, and their efforts have resulted in a
14 substantial monetary recovery for Settlement Class Members. Upon consideration of the relevant
15 factors and the evidence submitted by Plaintiffs' Counsel, the Court hereby orders an award of
16 attorneys' fees in the amount of \$2,025,000.00, and reimbursement of litigation costs in the amount
17 of \$167,182.44. This Fee and Expense Award is to be paid from the Gross Settlement Fund in
18 accordance with the Settlement Agreement. The fees awarded constitute a reasonable percentage of
19 the common fund, thirty percent (30%), for a wage and hour class action and Settlement of this type.
20 Moreover, the fees awarded have been cross-checked against Plaintiffs' Counsel's lodestar
21 (\$2,203,937.50, based on more than 4,181 hours of attorney and paralegal time), and reflects a slight
22 negative multiplier as compared to the total lodestar set forth above.

23 14. In the event that any Settlement Award checks remain uncashed for any reason after
24 the expiration of 180 days from their date of issuance, then all such checks, or the proceeds thereof
25 as the case may be, shall be returned to Defendant by the Settlement Administrator in accordance
26 with the Settlement Agreement.

27 15. The Court finds that no just reason exists for delay in entering Final Judgment based
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1 on this Final Approval Order. Accordingly, the Clerk is hereby directed to enter this Order as a
2 Final Judgment.

3 16. The Court hereby orders that, without affecting the finality of the Final Judgment, it
4 reserves continuing jurisdiction over the matter and the Parties for the purposes of implementing,
5 enforcing, and/or administering the Settlement or enforcing the terms of the Final Judgment.

6 17. Upon entry of the Final Judgment, the Action shall be dismissed in its entirety with
7 prejudice.

8 **THE COURT HEREBY ORDERS THAT JUDGMENT BE ENTERED PURSUANT**
9 **TO THE STIPULATION OF SETTLEMENT AND RELEASE.**

10 **IT IS SO ORDERED.** (modified on p. 5 line 5)

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DATED: 10/19/2016

