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11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA

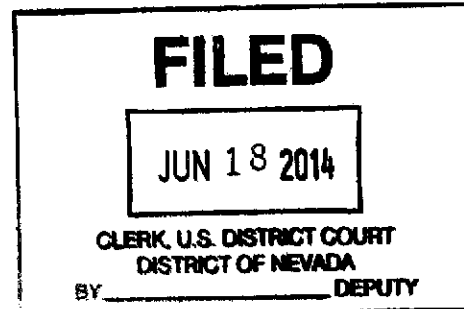
13 ANTHONY LUCAS, GREGORY
14 CASTELLO, LILLIAN MELTON,
15 LEAVON SMITH, ROBERT GREENE,
16 JAMES BIGGS, LARRY DUTCHER,
17 WILLIAM SACK, DONALD
18 SPEARCE, MERRILL CLAIR,
19 BRADLEY EDWARDS, LISA
MEDFORD, and ROBERT McCOY, on
behalf of themselves and all others
similarly situated,

20 Plaintiffs,

21 v.

22 BELL TRANS, a Nevada corporation;
23 BELL LIMO, a Nevada corporation;
24 PRESIDENTIAL LIMOUSINE, a
25 Nevada corporation; WHITTLESEA-
BELL, a Nevada corporation; and Does
1-50, inclusive,

26 Defendants.
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Case No. 2:08-CV-01792-JAD-NJK

~~PROPOSED~~ *2*
ORDER OF FINAL APPROVAL AND
JUDGMENT

1 The Court conducted a Final Approval Hearing on June 18, 2014, in this class and
2 collective action ("Action"). The Court has before it Plaintiffs' Unopposed Motion for
3 Final Approval of: (1) Class and Collective Action Settlement; (2) Class Representative
4 Service Payments; (3) Class Attorneys' Fees and Costs; and (4) Administrative Costs
5 ("Motion"). The Court has carefully considered the request for final approval of the
6 parties' Joint Stipulation and Settlement Agreement ("Settlement Agreement"). The Court
7 having read and considered the Motion, the arguments of counsel, and the law, and good
8 cause appearing therefore, the Court hereby finds and orders as follows:

9 1. The Motion is granted. All terms used herein shall have the same meaning
10 as defined in the parties' Settlement Agreement.

11 2. This Court has jurisdiction over the subject matter of this Action and over all
12 parties to this Action, including all Class Members.

13 3. Distribution of the Class Notice, Consent/Claim Forms, and Requests for
14 Excursion has been completed in accordance with the parties' Settlement Agreement and
15 the Court's Preliminary Approval Order (Dkt. No. 252), including individual notice to all
16 Class Members who could be identified through reasonable effort, and as otherwise set
17 forth in the Settlement. The Notice provided due and adequate notice of the proceedings
18 and of the matters set forth therein, including the proposed Settlement, to all persons
19 entitled to such Notice, and the Notice fully satisfied the requirements of due process. All
20 Class Members and all Released Claims are covered by and included within the Settlement
21 and this Order of Final Approval and Judgment.

22 4. The Settlement Agreement meets the requirements for final approval as fair,
23 adequate, and reasonable. The parties entered into the Settlement in good faith after years
24 of hard-fought and hotly-contested litigation. The Settlement is the product of informed,
25 serious, and non-collusive arms-length negotiations.

26 5. The Parties have conducted extensive and costly investigation and research,
27 and counsel for the Parties are able to reasonably evaluate their respective positions.

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1 Settlement at this time will avoid additional substantial costs, as well as avoid the delay
2 and risks that would be presented by the further prosecution of the Action. The Court has
3 reviewed the benefits that are being granted as part of the Settlement and recognizes the
4 significant value to the Parties and Class Members. The Class and both Settlement Classes
5 are properly certified for settlement purposes only. No objections to the Settlement were
6 filed or raised before the Court. Accordingly, the Court directs the Parties to effectuate the
7 Settlement according to its terms.

8 6. The Court finds and orders that the Settlement constitutes a fair, reasonable,
9 and adequate compromise of the Released Claims against the Released Parties. Upon the
10 Effective Date, and except as to such rights or claims as may be created by the Settlement,
11 Plaintiffs and each Eligible Class Member, individually and on behalf of all of their
12 respective successors, assigns, heirs, and personal representatives, shall be deemed to have
13 jointly and severally released, acquitted, and forever discharged the Released Parties from
14 and against any and all Released Claims. In addition, each Absent Class Member shall be
15 deemed to have jointly and severally released, acquitted, and discharged the Released
16 Parties from and against any and all Released Claims except those arising under the FLSA.
17 Furthermore, upon the Effective Date, the Releasing Parties and Absent Class Members
18 shall have no claim against Class Counsel, Defendants' Counsel, or the Claims
19 Administrator based on distributions or payments made in accordance with this Settlement
20 Agreement.

21 7. Neither the Settlement nor any of the terms set forth in the Settlement is an
22 admission by the Released Parties, nor is this Order of Final Approval and Judgment
23 ("Final Order and Judgment") a finding of the validity of any claims in the Action or of
24 any wrongdoing by the Released Parties. Neither the Court's Final Order and Judgment,
25 the Settlement, nor any document referred to herein, nor any action taken to carry out the
26 Settlement is, may be construed as, or may be used as, an admission by or against the
27 Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
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1 carrying out of the Settlement, and any negotiations or proceedings related thereto, shall
2 not in any event be construed as, or deemed to be evidence of, an admission or concession
3 with regard to the denials or defenses by the Released Parties, and shall not be offered in
4 evidence in any action or proceeding in any court, administrative agency, or other tribunal
5 for any purpose whatsoever other than to enforce the provisions of the Court's Final Order
6 and Judgment, the Settlement Agreement, the Released Claims, or any related agreement
7 or release. Notwithstanding these restrictions, any of the Released Parties may file in this
8 Action, or submit in any other proceeding, the Court's Final Order and Judgment, the
9 Settlement, and any other papers and records on file in this Action as evidence of the
10 Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory
11 of claim or issue preclusion or similar defense as to the Released Claims.

12 8. The Court hereby finds the Settlement Awards to Eligible Class Members
13 provided for under the Settlement to be fair and reasonable in light of all the
14 circumstances. The Court, therefore, orders the calculations and the payments to be made
15 and administered in accordance with the terms of the Settlement.

16 9. The Court also hereby approves and orders Enhancement Payments totalling
17 \$127,500.00 to be paid and distributed to the 13 Named Plaintiffs in accordance with the
18 terms of the Settlement.

19 10. The Court hereby confirms Mark Thierman of Thierman Law Firm, P.C.,
20 and Jason Kuller of Kuller Law PC as Class Counsel in the Action.

21 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and
22 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys'
23 fees in the amount of \$1,236,500.00, and costs and expenses in the amount of \$76,759.29,
24 to be deducted and paid from the Settlement Amount as final payment for, and complete
25 satisfaction of, any and all attorneys' fees and costs incurred by or owed to Class Counsel
26 or any other person or entity related to the Action. Such award of attorneys' fees and costs
27 shall be administered in accordance with the Settlement, and transferred and made payable
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1 to Class Counsel in the Action.

2 12. The Court also hereby approves and orders Enhancement Payments totalling
3 \$127,500.00 to be distributed to the 13 Named Plaintiffs from the Settlement Amount in
4 accordance with the terms of the Settlement.

5 13. The Court also hereby approves and orders payment of any remaining costs
6 of the Claims Administrator (Simpluris, Inc.) for administration of the Settlement,
7 continuing through completion of the administration, to be paid from the Settlement
8 Amount as set forth in the Settlement.

9 14. Provided the Effective Date of the Settlement is the date of this Final Order
10 and Judgement, the Court also hereby orders the Parties and Claims Administrator to
11 comply with the Revised Timeline ordered by the Court on January 23, 2014 (Dkt. No.
12 258), to timely fund and deliver the Settlement Awards, Enhancement Payments, and
13 attorneys' fees and costs as set forth in the Settlement Agreement.

14 15. The Court hereby enters judgment in the Action, as of the date of entry of
15 this Final Order and Judgment, pursuant to the terms set forth in the Settlement
16 Agreement. Plaintiffs' Second Amended Complaint (Dkt. No. 254) and the Released
17 Claims in this Action are hereby dismissed with prejudice according to the terms of the
18 Settlement and this Final Order and Judgment, without costs charged to any party except
19 as provided therein.

20 16. Without affecting the finality of the Court's Final Order and Judgment in any
21 way, or the Effective Date of the Settlement, the Court hereby retains continuing
22 jurisdiction over the interpretation, implementation, and enforcement of the Settlement,
23 and all orders entered in connection therewith.

24 **IT IS SO ORDERED.**

25
26 Date:

6/18/14

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UNITED STATES DISTRICT COURT JUDGE