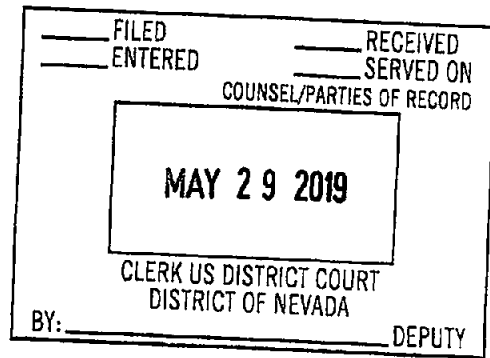


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10 UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF NEVADA

12 DANIEL SMALL, CAROLYN SMALL,
13 WILLIAM CURTIN, DAVID COHEN,
14 LANETTE LAWRENCE and LOUISE
15 COLLARD, Individually and on Behalf of
16 All Other Persons Similarly Situated,

17 Plaintiffs,

18 v.

19 UNIVERSITY MEDICAL CENTER OF
20 SOUTHERN NEVADA, a political
21 subdivision of Clark County, State of Nevada,
22 CLARK COUNTY, a political subdivision of
23 the State of Nevada, and JOHN ESPINOZA,
24 an individual,

25 Defendants.

CASE NO. 2:13-cv-00298-APG-PAL

26 **FINAL ORDER APPROVING
27 JOINT MOTION FOR COLLECTIVE ACTION
28 SETTLEMENT AND ATTORNEYS' FEES,
COSTS, AND SERVICE AWARDS**

29 The Parties' Joint Motion for Final Approval of Collective Action Settlement came on for
30 hearing before the Honorable Judge Andrew Gordon on May 29, 2019, at 2 p.m. The Court, having
31 considered the papers and pleadings submitted in support of the Motion, HEREBY ORDERS AS
32 FOLLOWS:

- 33 1. The Court grants the Motion based upon the terms set forth in the Settlement
34 Agreement and Release ("Settlement) between Plaintiffs and Defendants.

1 2. This Court has jurisdiction over the subject matter of this litigation and all matters
2 relating thereto, including Plaintiffs, all settlement class members, and Defendants.

3 3. Pursuant to 29 U.S.C. § 216, the Court certifies as final, for purposes of settlement
4 only, a collective action under the Fair Labor Standards Act ("FLSA"). The class shall consist of
5 Plaintiffs Daniel Small, Carolyn Small, William Curtin, David Cohen, Lanette Lawrence, and Louise
6 Collard, and all Opt-In Plaintiffs who were employed by Defendants between July 27, 2009, to
7 December 31, 2012 who timely returned valid Opt-In Consent Forms on or before October 14,
8 2013.
9

10 4. The Parties' Settlement in the amount of Four Million Two Hundred and Fifty
11 Thousand Dollars and Zero Cents (\$4,250,000.00)(the "Settlement") is the product of contested
12 litigation to resolve *bona fide* disputes over the availability and amount of overtime wages.

13 5. The Court finds that the Settlement appears to be fair, adequate, and a reasonable
14 resolution of the litigation. The non-exhaustive list of factors courts typically consider in evaluating
15 a proposed settlement for fairness include: (1) the strength of plaintiffs' case; (2) the risk, expense,
16 complexity, and likely duration of further litigation; (3) the extent of the discovery completed; (4)
17 the stage of the proceedings; and (5) the experience and views of counsel. *Trinh v. JP Morgan Chase*
18 *& Co.*, 2009 WL 532556 at *1 (citing *Torrise v. Tucson Elec. Power Co.*, 8 F.3d 1370,1375 (9th Cir.
19 1993)). Here, the Court agrees that the application of these factors confirms that the Settlement
20 constitutes a fair and reasonable compromise of the Parties' *bona fide* disputes. The Settlement falls
21 within the range of reasonableness and appears to be presumptively valid.
22
23

24 6. The Court approves the form of Notice of Settlement attached as Exhibit 1 to the
25 Settlement Agreement.

26 7. The 586 participating Class Members will be paid their portion from the Settlement on
27 a pro rata basis pursuant to the formula and methodology set forth in the Joint Motion for Approval
28

1 of Settlement.

2 8. The Court appoints Daniel Small, Carolyn Small, William Curtin, David Cohen,
3 Lanette Lawrence, and Louise Collard as Class Representatives and approves an enhancement
4 payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) each for their services as Class
5 Representatives in this matter.

6 9. The Court approves a Service Award of Two Thousand Dollars (\$2,000.00) to each of
7 the twenty Plaintiffs who were deposed and responded to individual written discovery requests in
8 connection with this matter (the "Deposed Plaintiffs").

9 10. The Court appoints Glancy Prongay & Murray LLP, and Tostrud Law Group, P.C., as
10 Class Counsel.

11 11. Plaintiffs' request for Class Counsels' fees in the amount of One Million Two Hundred
12 Fourteen Thousand One Hundred and Seven Dollars and Zero Cents (\$1,214,107.00) is reasonable.
13 This amount represents 33% of the Maximum Settlement Amount after deducting the \$570,885.00
14 Sanction Award from the Maximum Settlement Amount. "The typical range of acceptable attorneys'
15 fees in the Ninth Circuit is 20 percent to 33.3 percent of the total settlement value with 25 percent
16 considered a benchmark percentage." *Barbosa v. Cargill Meat Sol. Corp.*, 297 F.R.D. 431, 448 (E.D.
17 Cal. 2013) (citing *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000)). "In assessing whether the
18 percentage requested is fair and reasonable, courts generally consider the following factors: (1) the
19 results achieved; (2) the risk of litigation; (3) the skill required; (4) the quality of work performed;
20 (5) the contingent nature of the fee and the financial burden; and (6) the awards made in similar
21 cases." *Sinanyan v. Luxury Suites Infl, LLC*, 2018 U.S. Dist. LEXIS 21403, at * 11 (D. Nev. Feb. 8,
22 2018) (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043,1047-50 (9th Cir. 2002)). Having
23 considered these factors, the Court finds the request for Class Counsels' fees in the amount of
24 \$1,214,107.00 to be reasonable.
25
26
27
28

1 12. The Court approves awarding Class Counsel an amount of Five Hundred Seventy
2 Thousand Eight Hundred and Eighty Five Dollars and Zero Cents (\$570,885.00) pursuant to Judge
3 Leen's November 5, 2018 Order on sanctions relating to attorney fees ("Sanction Award");

4 15. The Court finds Plaintiffs' request for Class Counsels' costs in the amount of Six
5 Hundred Seven Thousand Four Hundred Thirty-Seven Dollars and Fifty-Two Cents (\$607,437.52) is
6 fair, adequate, and reasonable. This amount consists of the following:

7 A. Three Hundred Forty-Four Thousand Four Hundred Nineteen Dollars and
8 Eighty-Eight Cents (\$344,419.88) to Glancy Prongay & Murray LLP, for hard
9 costs and mediation fees
10

11 B. Two Hundred Forty-Seven Thousand Four Hundred Forty-Seven Dollars and
12 Sixty-Six Cents (\$247,447.66) to Tostrud Law Group, P.C., for hard costs and
13 mediation fees;

14 C. Two Thousand Sixty-Nine and Ninety-Eight Cents
15 (\$2,069.98) to The O'Mara Law Firm for hard costs; and
16

17 D. Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) to Rust
18 Consulting for claims administration.

19 16. The Court directs the Parties and Claims Administrator to effectuate the settlement
20 terms as set forth in the Settlement.

21 17. Having found this amount to be reasonable, the Court directs Defendant to submit
22 settlement proceeds in the total amount of \$4,250,000.00 to the Claims Administrator on or before
23 June 21, 2019.
24

25 18. The Court directs the Claims Administrator to pay Class Counsel fees in the amount of
26 \$1,784,992.00 on or before July 19, 2019. The Court directs the Claims Administrator to
27 pay Class Counsels' costs in the amount of \$607,437.52 on or before July 19, 2019.
28

1 19. The Court directs the Claims Administrator to issue payment to the Settlement Class
2 Members on or before July 19, 2019.

3 20. The Court directs the Claims Administrator to distribute all remaining Settlement
4 funds after the distribution described previously herein to be issued to Volunteers In Medicine of
5 Southern Nevada in accordance with the Settlement Agreement and this Order.

6 21. This action is dismissed with prejudice.

7 22. The Court retains jurisdiction to enforce the terms of the Settlement.
8

9
10 Dated: May 29, 2019



Judge Andrew P. Gordon
United States District Court Judge