

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

VICTOR FUENTES,

Plaintiff,

v.

JIFFY LUBE INTERNATIONAL, INC.,

Defendant.

Civil Action No. 2:18-CV-05174-AB

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND
AWARD OF ATTORNEY'S FEES, EXPENSES AND SERVICE AWARD**

1. The parties to this litigation have entered into a Settlement Agreement, which resolves the claims of the Settlement Class. Class representative Victor Fuentes filed a motion to finally approve the settlement. Defendant Jiffy Lube International, Inc., supports approval of the settlement. The Court has read and considered the Agreement and all exhibits thereto, including all related documents and briefing, and the Court concludes that it is appropriate to approve the proposal under Rule 23(e)(2) and certify the Settlement Class for purposes of judgment on the proposal.

Approval of the Proposed Settlement

2. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. The Court has reviewed the terms of the Agreement, the exhibits thereto, Plaintiffs' motion papers, the declarations of counsel, and all arguments made.

4. The Agreement is the product of years of robust litigation, including motion to dismiss briefing, the production and review of tens of thousands of pages of documents, and six depositions.

5. Based on its review, the Court approves the proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2). The Agreement: (a) results from efforts by Fuentes and Class Counsel who adequately represented the class; (b) includes an amount of Settlement Consideration that was negotiated at arm's length with the assistance of Magistrate Judge David Strawbridge; (c) provides \$2 million in all-cash non-reversionary relief for the Settlement Class, which is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effective proposed method of distributing the vast majority of relief to the class automatically without the need for a claims process; and (iii) the terms of the proposed award of attorney's fees and costs, including timing of payment; and (d) the treatment of Settlement Class Members

equitably relative to each other.

Certification of Settlement Class

6. The Settlement Class as defined is:

All persons in the United States who between December 1, 2014 and December 31, 2018 (i) worked as hourly employees; (ii) of a Jiffy Lube Franchisee located in the Philadelphia-Camden-Wilmington MSA; and (iii) worked for a period of at least 90 days.¹

7. The Court finds that certification of this action as a class action, pursuant to Rule 23(a) and (b)(3) is appropriate for settlement purposes. The Court finds for settlement purposes that: (a) the Settlement Class numbers in the hundreds of persons, and joinder of all such persons would be impracticable, (b) there are questions of law and fact that are common to the Settlement Class, and those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of Fuentes are typical of the claims of the Settlement Class he seeks to represent for purposes of settlement; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) Fuentes and Class Counsel are adequate representatives of the Settlement Class. Defendant retains all rights to argue the action is not properly certified as a class action other than for settlement purposes. The Court also concludes that, because the action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a nationwide class action involving the issues in this

¹ Excluded from the Settlement Class are: (a) Jiffy Lube and its principals, affiliated entities, legal representatives, successors, and assigns; (b) any Person who files a valid, timely Request for Exclusion; (c) federal, state, and local governments (including all agencies and subdivisions thereof); and (d) any Person who settled and released claims at issue in this Action.

case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591,620 (1997).

8. Pursuant to Rule 23(g), the Court appoints Joshua J. Bloomfield of Gibbs Law Group LLP as Class Counsel for the Settlement Class.

Notice and Administration

9. The Court finds that notice to the Settlement Class satisfied the requirements of due process and Federal Rule of Civil Procedure 23 and provided the best notice practical under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. The Class Notice was reasonably calculated to apprise Settlement Class Members of the nature of this litigation; the scope of the Settlement Class; the Settlement Class claims, issues, and defenses; the terms of the Agreement; the right of Settlement Class Members to appear, object to the Agreement, and exclude themselves from the Settlement Class and the process for doing so; of the Final Approval Hearing; and of the binding effect of a class judgment on the Settlement Class.

10. The Court finds that the Settlement Administrator has fulfilled its notice duties and responsibilities specified in the Court's Orders and the Settlement Agreement.

11. The Court finds that Gilardi has substantially completed its notice obligations consistent with the specifications of the Agreement including by disseminating notice to all reasonably identifiable Settlement Class Members by first class U.S. Mail and through publication of the detailed Settlement Website.

12. The Court finds that Gilardi has provided an affidavit to the Court, attesting that Class Notice was disseminated in a manner consistent with the Court's Orders and Agreement, including its exhibits.

13. All Settlement Class Members who have not submitted a Request for Exclusion shall be bound by the terms of the Agreement upon entry of this Final Approval Order and Judgment.

Attorney's Fees, Expenses and Service Award

14. Having found the applications reasonable and appropriate, the Court grants Plaintiff's motion for attorney's fees, expenses and a service award for class representative Victor Fuentes.

15. The Court grants Plaintiff's request for attorney's fees in the amount of \$500,000, representing 25% of the settlement amount. The Court finds this amount well within the Third Circuit's observed range of 19% to 45% in common fund cases. The Court further finds the attorney's fees award reasonable in view of results obtained on behalf of the class and the risks associate with continued litigation. A lodestar cross-check, where the requested fee represents less than a .25 multiplier, further confirms the reasonableness of the fee. *See Fed. R. Civ. P. 23(h)*.

16. The Court grants Plaintiff's request for reimbursement of litigation expenses in the amount of \$320,465. The Court finds that these expenses were adequately documented and reasonable and appropriately incurred in the prosecution of this class action.

17. The Court grants Plaintiff's request for a service award in the amount of \$5,000 to class representative Victor Fuentes. The Court finds this amount reasonable in light of Fuentes's contributions to the case and service to the class.

18. All pending deadlines, except those specified herein, are hereby **VACATED**.

IT IS SO ORDERED.

DATED: _____

JUDGE ANITA B. BRODY
SENIOR UNITED STATES DISTRICT
JUDGE