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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

TROY M. LINDELL, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED,)	Case No.: 1:11-cv-02053-LJO-BAM
)	ORDER ADOPTING FINDINGS AND
)	RECOMMENDATIONS REGARDING (1)
Plaintiff,)	PLAINTIFF’S MOTION FOR FINAL APPROVAL
)	OF CLASS ACTION SETTLEMENT AND (2)
v.)	MOTION FOR ATTORNEYS’ FEES & COSTS
)	AND CLASS REPRESENTATIVE SERVICE
SYNTHES USA, SYNTHES USA SALES LLC, SYNTHES SPINE COMPANY LP ,)	AWARD
)	(Doc. 270)
Defendants.)	
)	

On December 20, 2016, the magistrate judge assigned to this action issued Findings and Recommendations recommending that Plaintiff’s motion for final approval of class action settlement and Plaintiff’s motion for attorneys’ fees, costs and expenses, and class representative service award be granted in full. (Doc. 270). The Findings and Recommendations contained notice that any objections were to be filed within fourteen (14) days. On December 23, 2016, the parties filed a joint notice of non-opposition to the Findings and Recommendations. (Doc. 271). No objections were filed.

In accordance with the provisions of 28 U.S.C. § 636(b)(1)(C), this Court has conducted a *de novo* review of this case. Having carefully reviewed the entire file, the Court finds the Findings and Recommendations to be supported by the record and by proper analysis.

1 Accordingly, IT IS HEREBY ORDERED that:

2 1. The Findings and Recommendations dated December 20, 2016, are ADOPTED IN
3 FULL;

4 2. Plaintiff’s Motion for Final Approval of the Class Action Settlement is GRANTED;

5 3. The terms of the proposed Settlement Agreement are found to be fair, adequate and
6 reasonable and comply with Rule 23(e) of the Federal Rules of Civil Procedure;

7 4. Plaintiff’s request for certification of the Settlement Class is GRANTED, and the
8 classes are defined as:

9 a. An “Expense Class” of all former and current sales consultants who were employed
10 by Synthes in California from four years prior to the filing of this action (December
11 13, 2007) to July 14, 2016, and who were subject to the following “straight
12 commission” compensation policies:

13 i. The policy that sales consultants from the Trauma and Spine Sales Divisions
14 who receive “straight commission” “are not eligible for an automobile
15 allowance or in-territory business expense reimbursement”; and

16 ii. The policy that sales consultants from the CMF Sales Division receive “a
17 predetermined base salary of \$30,000, plus a higher level of commission
18 with no expenses;” and

19 b. A “Deductions Class” of all former and current Sales Consultants who were
20 employed by Synthes in California from four years prior to the filing of this action
21 (December 13, 2007) to July 14, 2016, who at some time during Synthes’ employ
22 had a deduction assessed against them. For purposes of the settlement, the above-
23 defined settlement class is found to meet all of the requirements of Rule 23(a) and
24 23(b)(2).

25 5. The notice provided to the settlement class members, as well as the means by which it
26 was provided, constitutes the best notice practicable under the circumstances and is in full compliance
27 with the United States Constitution and the requirements of Due Process and Rule 23 of the Federal
28 Rules of Civil Procedure. Further, such notice fully and accurately informed settlement class members

1 of all material elements of the lawsuit and proposed class action settlement, and each member's right
2 and opportunity to object to the proposed class action settlement;

3 6. Plaintiff Troy Lindell is appointed as a suitable representative for the Settlement Class;

4 7. Todd Jackson, Catha Worthman, and Darin Ranahan at Feinberg, Jackson, Worthman
5 & Wasow LLP, and Charles Trudrung Taylor and Ana de Alba at Lang, Richert & Patch are appointed
6 as counsel for the Settlement Class;

7 8. The settlement of civil penalties under PAGA in the amount of \$50,000 is approved,
8 with seventy-five percent (75%), or \$37,500, paid to the California Labor and Workforce
9 Development Agency.

10 9. Claims administration expenses in an amount not to exceed \$20,000 are approved for
11 payment to Settlement Services, Inc. ("SSI");

12 10. Defendants are ordered to pay Class Members pursuant to the procedure described in
13 the Settlement Agreement;

14 11. Plaintiff's motion for attorneys' fees, costs and expenses, and class representative
15 service award is GRANTED as follows:

16 a. Reasonable attorneys' fees in the amount of \$1,500,000.00 and costs not to exceed
17 \$185,000 are awarded to class counsel; and

18 b. A service award of \$10,000 is awarded to Troy Lindell consistent with the terms of the
19 Settlement Agreement; and

20 12. This action is DISMISSED and JUDGMENT shall be entered in accordance with the
21 terms of the agreement; however, the Court shall retain continuing jurisdiction to interpret, implement
22 and enforce the settlement, and all orders and judgment entered in connection therewith.

23
24 IT IS SO ORDERED.

25 Dated: January 6, 2017

26 /s/ Lawrence J. O'Neill
27 UNITED STATES CHIEF DISTRICT JUDGE
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