

**[EXHIBIT B – FINAL APPROVAL ORDER]**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lions Gate Litigation

Case No. 14-CV-8004(AJN)

**ORDER GRANTING FINAL APPROVAL TO SETTLEMENT,  
AND GRANTING CLASS COUNSEL’S MOTION FOR ATTORNEYS’ FEES,  
AND GRANTING PLAINTIFF’S MOTION FOR SERVICE PAYMENTS**

On [DATE], the Parties to this action entered into a Joint Stipulation of Settlement and Release (the “Agreement”) and, on [DATE], they applied for preliminary approval of the agreement and the terms thereof. On [DATE], this Court granted preliminary approval to the Agreement, conditionally certified the FLSA Collective under 29 U.S.C. § 216(b), and provisionally certified the New York Class and the California Class under Rule 23 of the Federal Rules of Civil Procedure. This Court subsequently directed that notice of the Agreement, its terms, and the applicable procedures and schedules be provided to all Class Members, who were given an opportunity to object to the settlement and/or opt out of it.

On [DATE], the Parties jointly filed a Motion for Judgment and Final Approval (the “Final Approval Motion”). The Court held a hearing on that motion on [DATE].

And, on [DATE], Class Counsel filed a Motion for an Award of Attorneys’ Fees and Costs, which Defendant did not oppose. Also on [DATE], the Named Plaintiff Anthony Tart, and California Plaintiff Adriana Silva filed a separate Motion for Award of Service Payment, which Defendants did not oppose. The Parties agree that both motions are to be considered by the Court

separately from the Final Approval Motion. This Court held a hearing on these separate motions on [DATE]

NOW, THEREFORE, IT IS HEREBY ORDERED, upon consideration of the Agreement the Final Approval Motion, as well as the Parties' briefs, declarations, and arguments in support of that motion, and the proceedings in this Litigation to date, that:

1. Except as otherwise specified herein, the Court for purposes of this Order adopts all defined terms set forth in the Agreement;

2. This Court has jurisdiction over the subject matter of this Litigation and all matters relating thereto, and over all Parties;

3. This Court confirms as final its provisional certification under Fed. R. Civ. P. 23(a) and (b)(3) of the NY Class and the California Class for purposes of settlement and based on its findings in the Court's [DATE] Order. The NY Class and the California Class raise the state law class claims identified in the Complaint.

4. The Court confirms as final the appointment of Tart and Silva as class representatives of the FLSA Collective; Tart as class representative of the NY Class; and Silva as class representative of the California Class.

5. The Court likewise confirms the appointment of Virginia & Ambinder LLP, and Leeds Brown Law, P.C., as Class Counsel.

6. Solely for purposes of settlement, the Court confirms as final its conditional designation of the Participating Claimants and the Current FLSA Opt-Ins as an FLSA collective action pursuant to 29 U.S.C. § 216(b). The Court finds that certain individuals (Named Plaintiffs, Current FLSA Opt-Ins, and Participating Claimants) have opted into this FLSA collective action,

and that these individuals are similarly situated for purposes of settlement, and the Court therefore certifies this group as a collective action.

7. If, for any reason, this Final Approval Order and the final judgment entered concurrently herewith do not become Final, this Final Approval Order, including the certification of the NY Class and California Class under Rule 23, and the grant of final certification of the Participating Claimants and the Current FLSA Opt-Ins under 29 U.S.C. § 216(b), shall be vacated; the Parties shall return to their respective positions in this Litigation as those positions existed immediately before the Parties executed the Agreement; and nothing stated in the Agreement or any other papers filed with this Court in connection with the settlement shall be deemed an admission of any kind by any of the Parties or be used as evidence against, or over the objection of, any of the Parties for any purpose in this action or in any other action.

8. The Notices to Class Members, pursuant to this Court's [DATE] Order, constituted the best notice practicable under the circumstances, was accomplished in all material respects, and fully met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution and any other applicable law.

9. This Court approves the Parties' retention of [NAME] as Settlement Claims Administrator.

10. This Court grants final approval to the Agreement and the settlement set forth therein. The Court finds that the settlement is fair, reasonable, and adequate in all respects and that it is binding on Named Plaintiffs; all Current FLSA Opt-Ins; all Participating Claimants; and all Class Members who did not timely opt out pursuant to the procedures set forth in this Court's [DATE] Order and the Agreement. A list of Class Members who timely opted out is attached to the Final Judgment as Exhibit A. *[DELETE PRECEDING SENTENCE IF NO CLASS MEMBERS*

*OPT OUT.*] The Court finds that the settlement is rationally related to the strength of the claims in this case given the risk, expense, complexity, and duration of further litigation. This Court also finds that the Agreement is the result of arms-length negotiations between experienced counsel representing the interests of the Parties, after thorough factual and legal investigation.

11. By operation of the entry of this Order, the following claims are fully, finally and forever released, relinquished and discharged: (1) all claims described in Sections 1.31, 1.32, and 4.1 of the Agreement, (2) all claims in the individual releases executed by Anthony Tart and Adriana Silva, and (3) all claims or potential claims against the Named Plaintiffs or Class Counsel as described in Section 4.1(D). The Court has reviewed the documents referenced above and finds all of these releases to be fair, reasonable, and enforceable under the FLSA, Fed. R. Civ. P. 23 and all other applicable law.

12. The Parties entered into the Agreement solely for the purpose of compromising and settling disputed claims. Defendants in no way admit any violation of law or any liability whatsoever to Named Plaintiffs and the other Class Members, individually or collectively, liability being expressly denied by Defendants.

13. The Parties are ordered to carry out the settlement according to the terms of the Agreement.

14. The Court retains jurisdiction over this matter for purposes of resolving issues relating to administration, implementation, and enforcement of the Agreement.

FURTHERMORE, IT IS HEREBY ORDERED, upon consideration of Class Counsel's Motion for An Award of Attorneys' Fees and Costs, as well as Class Counsel's brief, declarations, and oral argument in support of that motion, that:

15. The Court grants to Class Counsel an award of attorneys' fees and costs of \$\_\_\_\_\_. Such award is reasonable in light of the effort expended and risks undertaken by Class Counsel, and the results of such efforts including the ultimate recovery obtained.

16. This fee award supersedes and extinguishes any prior agreement between Class Counsel and Named Plaintiffs and/or other Class Member concerning attorney's fees and costs associated with the Litigation, and it shall be the full, final, and complete payment of all attorneys' fees and costs associated with Class Counsel's representation of the Named Plaintiffs, the Current FLSA Opt-Ins, the FLSA Collective, the Participating Claimants, the NY Class, and the California Class.

FINALLY, IT IS HEREBY ORDERED, upon consideration of the Motion for Award of Service Payments, as well as their brief, declarations, and oral argument in support of that motion, that:

17. Service payment are approved as follows:

To Tart: \$5,000

To Silva: \$5,000

Such service payments are in addition to the amounts these individuals will otherwise be eligible to receive as their share of the recovery under the Agreement. Such service payments are to compensate Tart and Silva for the time and effort expended in assisting in the prosecution of the litigation and the ultimate recovery.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Alison J. Nathan  
United States District Judge