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12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 SHIGE TAKIGUCHI, FUMI NONAKA,
15 MITSUAKI TAKITA, TATSURO SAKAI,
16 SHIZUKO ISHIMORI, YUKO NAKAMURA,
MASAAKI MORIYA, HATSUNE HATANO, and
17 HIDENAO TAKAMA, Individually and On Behalf
of All Others Similarity Situated,

18 Plaintiff,

19 v.

20 MRI INTERNATIONAL, INC., EDWIN J.
FUJINAGA, JUNZO SUZUKI, PAUL MUSASHI
21 SUZUKI, LVT, INC., dba ICAG, and DOES 1-500,

22 Defendants.

Case No.: 2:13-cv-01183-HDM-NJK
[Hon. Howard D. McKibben]

**ORDER GRANTING
PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT WITH
ICAG, INC.**

23
24 This matter is before the Court on Plaintiff's motion for final approval of the proposed class
25 action settlement (the "Settlement") between the representative plaintiffs Shige Takiguchi, et al.
26 ("Plaintiffs") and ICAG, Inc. Having considered the Motion, the Settlement Agreement, the pleadings
27 and other papers filed in these Actions, and all of the arguments and evidence presented at the Final
28

1 Approval hearing held on May 22, 2018 and for good cause shown, IT IS HEREBY ORDERED as
2 follows:

3 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
4 meanings ascribed to those terms in the Settlement Agreement.

5 2. The Court has jurisdiction over the subject matter of the Settlement Agreement with
6 respect to and over all parties to the Settlement Agreement, including Class members and ICAG.

7 3. Final approval of a class action settlement is appropriate under Federal Rules of Civil
8 Procedure 23(e) if the settlement “is fundamentally fair, adequate and reasonable.” *Officer for Justice v.*
9 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982). In determining whether the settlement is “fair,
10 adequate and reasonable,” the Court should consider “the strength of plaintiffs’ case; the risk, expense,
11 complexity, and likely duration of further litigation; the risk of maintaining class action status throughout
12 the trial; the amount offered in settlement; the extent of discovery completed and the stage of the
13 proceedings; the experience and views of counsel; the presence of a governmental participant; and the
14 reaction of the class members to the proposed settlement.” *Id.*

15 4. First, the Court is satisfied that the parties have engaged in extensive litigation and that the
16 Settlement was reached after arms-length negotiations by capable counsel, and was not the product of
17 fraud, overreaching or collusion among the parties.

18 5. Second, the risks of ongoing litigation also support the Court’s final approval of the
19 Settlement. Through the Settlement, the parties have reduced the scope of the ongoing litigation and
20 lessened the expense and burden of trial.

21 6. Third, the Settlement provides the Class with substantial benefits, i.e., cash payments
22 totalling \$265,000; an assignment of accounts receivable in the amount of \$150,000 owed by Premier
23 Entertainment Services International, Inc. to ICAG; and an assignment by Cheryl Shintaku of the 15%
24 interest in HMC Service Center, LLC that she inherited from Richard Shintaku, ICAG’s deceased
25 principal. This is a substantial recovery, given the disputes over liability of the defendant, the risks of
26 collection that would accompany any judgment and the time and expense that going forward with the
27 litigation would entail. In return, Plaintiffs have agreed to a reasonable and fair release of the claims
28 against ICAG.

1 7. Fourth, the views of Plaintiffs' counsel, who are experienced in litigating and settling
2 antitrust class actions, weigh in favor of final approval. *Linney v. Cellular Alaska P'Ship*, No. 96-3008-
3 DJL, 1997 WL 450064, at *5 (N.D. Cal. July 18, 1997), aff'd 151 F.3d 1234 (9th Cir. 1998). Plaintiffs'
4 counsel have conducted an extensive investigation into the factual and legal issues raised in this Action
5 and endorse the Settlements as fair, adequate, and reasonable.

6 8. Finally, the reaction of the Class members supports final approval. There were no
7 requests for exclusion. Moreover, there was only one Class member who objected to the settlement out
8 of approximately 8,700 Class members.

9 9. Accordingly, the Court finds that the Settlement is fair, adequate, and reasonable within
10 the meaning of Federal Rules of Civil Procedure 23(e).

11 10. Federal Rules of Civil Procedure 23(c)(2)(B) sets forth the standards that must be met
12 when sending notice of a proposed class action settlement. It requires that the notice be clear, concise
13 and in plainly understood language, and must set forth "(i) the nature of the action; (ii) the definition of
14 the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an
15 appearance through an attorney if the member so desires; (v) that the court will exclude from the class
16 any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the
17 binding effect of a class judgment on members under Rule 23(c)(3)."

18 11. The Court finds that the notice program approved by the Court on June 13, 2017 has been
19 implemented and complies with Federal Rules of Civil Procedure 23(c)(2)(B). Notice was sent to all
20 Class members by mail. The notice provided a clear description of Class members' rights and options
21 under the Settlement. The notice explained how to request to be excluded from the Settlement, how to
22 object to the Settlement, how to obtain copies of relevant documents, and how to contact Class Counsel
23 and the Notice Administrator.

24 12. The Notice Administrator, approved by the Court, set up a telephone hotline and a website
25 where Class members can access copies of the Settlement Agreement; the notice; and the class
26 certification order in both English and in Japanese. Class members could also object to the Settlement by
27 mail.

28 13. The Court will defer ordering a plan of allocation until the final resolution of the entire

1 matter, or upon motion by Plaintiffs.

2 14. By means of this Final Approval Order, the Court hereby enters final judgment in this
3 action as between Plaintiffs and ICAG, as defined in Federal Rule of Civil Procedure 58(a)(1).

4 15. All Released Claims of Plaintiffs and the Class are hereby released as against ICAG.

5 16. Without affecting the finality of the Court's judgment in any way, the Court retains
6 jurisdiction over this matter for purposes of resolving issues relating to the interpretation, administration,
7 implementation, effectuation and enforcement of the Settlement.

8 17. The Court hereby appoints Heffler Claims Group as the Claims Administrator and orders
9 that the Claims Administrator take all actions necessary to comply with this Final Approval Order and
10 the terms of the Settlement, including the establishment of a Qualified Settlement Fund. All expenses
11 and fees incurred by Claims Administrator shall be paid from the Settlement Fund.

12 18. The parties and the Claims Administrator are hereby ordered to comply with the terms of
13 the Settlement.

14 19. This action is dismissed with prejudice as against ICAG, each side to bear its own costs
15 and attorneys' fees except as provided by the Settlement and the Court's orders.

16
17 Dated: _____ May 22, 2018



18 _____
19 HOWARD D. MCKIBBEN
20 United States District Judge