

**FILED**  
**U.S. DISTRICT COURT**  
**EASTERN DISTRICT OF LA**

**2006 SEP -7 AM 10: 59**

**LORETTA G. WHYTE**  
**CLERK**



**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF LOUISIANA**

**MOISES RODRIGUES,**  
**SERGIO OLIVEIRA,**  
**EDSON SILVA,**  
**WANDERSON DE SOUSA, and**  
**ALEXANDRE ROCHA,**

**On behalf of themselves and all**  
**others similarly situated,**  
**Plaintiffs,**

**VERSUS**

**BELFOR USA GROUP, INC.**  
**Defendant.**

\* **CIVIL ACTION**  
 \* **NO. 06-0491**  
 \*  
 \*  
 \*  
 \* **SECTION "A"**  
 \* **JUDGE ZAINEY**  
 \*  
 \*  
 \* **MAG. DIV. (3)**  
 \* **MAG. JUDGE KNOWLES**  
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**ORDER**

Upon consideration of the parties' Joint Motion to Approve Settlement of Claims ("Motion"), the Court finds that Plaintiffs, individuals who worked in reconstruction following Hurricane Katrina, and Defendant, Belfor USA Group, Inc. have shown good cause for the Court to grant the Motion and approve the fair and equitable relief describe herein for settlement of their claims.

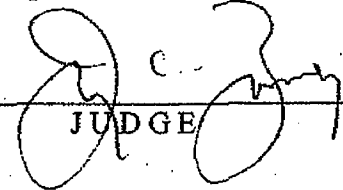
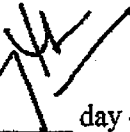
It is therefore ORDERED BY THE COURT that the Motion is GRANTED on each of the following terms:

— Fee \_\_\_\_\_  
 — Process   *JS*    
 X Dktd \_\_\_\_\_  
 — CtRmDep \_\_\_\_\_  
 — Doc. No.   *42*

- A. The Court APPROVES the settlement of the claims of Opt-in Plaintiffs listed in the Motion for the amounts listed on Exhibit "A" which are approximately 145% of the wages owed to each opt-in plaintiff;
- B. The Court GRANTS parties' agreed motion to permanently certify this case as a collective action pursuant to 29 U.S.C. §216(b) for the purposes of this settlement agreement. The class is defined as:
- All individuals who were directly or indirectly employed by subcontractors Expro Services, Inc., Ticos Construction, LLC, M-2 Inc., Carl E. Woodward LLC, and Vent-Vac Systems LLC on Belfor Projects in the Gulf Coast area arising from or relating to storm damage caused by Hurricane Katrina and who were owed and did not receive overtime wages pursuant to 29 U.S.C. § 207.
- C. The Court ALLOWS Plaintiffs to provide notice of the litigation, settlement agreement, and opt-in procedures to all eligible workers they can reasonably locate via email and publication in media designed to reach eligible workers as determined by Plaintiffs' counsel, at the expense of plaintiffs' counsel;
- D. The Court APPROVES an opt-in period lasting until July 3, 2007 within which Belfor shall pay any new opt-in class member who chooses to opt-in 145% of his wages owed, such calculation to be agreed on by the parties and submitted to the Court for approval, and subject to each new class member executing a release of all claims against Belfor;
- E. The Court RETAINS jurisdiction during the opt-in period to enforce the monetary terms of the settlement between the parties including resolving any

disputes about the calculation of an opt-in class member's damages award if parties cannot agree.

New Orleans, Louisiana, on this the 14 day of September, 2006.

  
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JUDGE