



1 WHEREAS Plaintiff Melba Hynick (“Plaintiff” or “Class Representative”) and  
2 Defendant Amerifirst Financial, Inc. (“Defendant”) (collectively, the “Parties”) fully executed a  
3 Stipulation of Class Action Settlement (“Settlement” or “Agreement”) on April 20, 2016, to settle this  
4 class action lawsuit (the “Action”); and,

5 WHEREAS the Court entered an Order dated July 11, 2016 (the “Preliminary Approval  
6 Order”), preliminarily approving the Settlement pursuant to Code of Civil Procedure § 382 and  
7 ordering notice be sent to Class Members, scheduling a Final Approval and Fairness Hearing for  
8 November 7, 2016 at 9:00 am, and providing Class Members with an opportunity to participate in the  
9 Settlement or exclude themselves from the Class, and/or object to the proposed Settlement; and,

10 WHEREAS the Court held a Final Approval and Fairness Hearing on November 7,  
11 2016, to determine whether to give final approval to the proposed Settlement; and

12 WHEREAS the Court makes the following combined findings of fact and conclusions  
13 of law in support of approval of the proposed Settlement.

14 NOW, THEREFORE, based on the submissions of the Parties, upon reviewing all prior  
15 proceedings, and on the evidence adduced at the Final Approval and Fairness Hearing, it is hereby  
16 ORDERED, ADJUDGED AND DECREED as follows:

17 1. Incorporation of Other Documents. This Final Approval Order incorporates herein the  
18 Settlement. Unless otherwise provided herein, all capitalized terms in this Final Approval Order shall  
19 have the same meaning as set forth in the Settlement.

20 2. Jurisdiction. Because adequate notice has been disseminated and all Class Members  
21 have been given the opportunity to opt-out of the instant Action, the Court has personal jurisdiction  
22 with respect to the claims of all Class Members. The Court has subject-matter jurisdiction over the  
23 instant Action, including jurisdiction to approve the proposed Settlement and grant final certification  
24 of the Class.

25 3. Adequacy of Representation. Kenneth H. Yoon and Stephanie Yasuda of Law Offices  
26 of Kenneth H. Yoon; Douglas Han, Shunt Tatavos-Gharajeh and Daniel Park, Justice Law  
27 Corporation; and the Class Representative have fully and adequately represented the Class for  
28 purposes of entering into and implementing the Settlement.

1           4.     Class Notice. The Court finds that the Notice Packet and its distribution to Class  
2 Members, along with the follow-up measures set forth in the Settlement, have been implemented  
3 pursuant to the Settlement and this Court's Preliminary Approval Order and that they:

4                 (a)     constitute the best practicable notice to Class Members under the circumstances  
5 of the Action;

6                 (b)     constitute notice that was reasonably calculated, under the circumstances, to  
7 apprise Class Members of (i) the pendency of the Action, (ii) the terms and conditions of the  
8 Settlement, their rights under the Settlement, and instructions on how to receive payment, dispute the  
9 information about the number of Compensable Workweeks, and the timetable for submission of a  
10 dispute, (iii) their right to exclude themselves from the Class and the proposed Settlement; (iv) their  
11 right to object to any aspect of the proposed Settlement (including final certification of the Class, the  
12 fairness, reasonableness and adequacy of the proposed Settlement, the adequacy of the Class'  
13 representation by the Class Representative and Class Counsel, and/or the award of attorneys' fees and  
14 costs and the Service Award to the Class Representative), (v) their right to appear at the Final  
15 Approval and Fairness Hearing, either on their own behalf or through counsel hired at their own  
16 expense, if they did not exclude themselves from the Class, and (vi) the binding effect of the Orders in  
17 the Action, whether favorable or unfavorable, on all persons who do not request exclusion from the  
18 Class;

19                 (c)     constitute notice that was reasonable, adequate and sufficient notice to all  
20 persons entitled to be provided with notice;

21                 (d)     constitute notice that fully satisfied the requirements of due process; and

22                 (e)     this Settlement will have no binding effect upon, and provide no *res judicata*  
23 preclusion to, those individuals who timely requested exclusion from the Class, for which there are  
24 none.

25           5.     Final Settlement Approval. The terms and provisions of the Settlement have been  
26 entered into in good faith, and are the product of arms-length negotiations by experienced counsel who  
27 have done a meaningful investigation of the claims in the dispute. The Settlement and all of its terms  
28 are fully and finally approved as fair, reasonable and adequate, and in the best interests of each of the

1 Parties and Settlement Class Members. The Parties are hereby directed to implement and consummate  
2 the Settlement according to its terms and provisions.

3 6. Binding Effect. The terms of the Settlement and this Final Approval Order are binding  
4 on the Settlement Class Members, as well as their heirs, executors and administrators, successors and  
5 assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and future  
6 claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent  
7 those claims, lawsuits or other proceedings involve matters that were or could have been raised in the  
8 Action and are encompassed by the release of Released Claims set forth in the Settlement.

9 7. Releases. The Settlement Class Members shall be bound by the release of Released  
10 Claims provided in the Settlement, which is incorporated herein in all respects. The release of  
11 Released Claims is effective contingent upon the Effective Date. The Court expressly adopts all  
12 defined terms in the Settlement and the release of Released Claims, including but not limited to the  
13 following definition of Released Claims (which is set forth at Section 21 of the Settlement):

14 8. "Released Claims" means any and all claims, causes of action, damages, wages,  
15 benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any  
16 other form of relief or remedy in law, equity, or whatever kind of nature, whether known or unknown,  
17 suspected or unsuspected, arising from the claims pled in the Lawsuit and any claims based on facts  
18 alleged in the operative complaint, including, without limitation: all claims for failure to pay overtime  
19 wages, failure to properly calculate overtime wages based upon failure to include all pay into the  
20 regular rate of pay, failure to pay for all hours worked, failure to provide meal periods or  
21 compensation in lieu thereof, failure to provide rest breaks or compensation in lieu thereof, failure to  
22 comply with itemized wage statement provisions, failure to pay or timely pay wages for all hours  
23 worked, failure to pay or properly pay for hours worked off the clock, itemized wage statement  
24 penalties, failure to pay wages upon termination of employment, waiting time penalties, unlawful  
25 deductions, failure to reimburse business expenses, violations of the IWC Wage Orders, and unfair  
26 business practices under the California Labor Code and California Business and Professions Code,  
27 including without limitation all claims for restitution or equitable relief, liquidated damages, punitive  
28 damages, penalties of any nature whatsoever, attorneys' fees and costs, during the Covered Time

1 Frame, asserted or that might have been asserted by any Class Member against the Class Members'  
2 Released Parties based on the facts or claims alleged in the Lawsuit through Final Approval of the  
3 Settlement. The claims released by the Class Members include claims under the Private Attorneys  
4 General Act of 2004, Cal. Labor Code §§ 2699 et seq. ("PAGA"), for civil penalties based on any of  
5 the violations alleged in this Lawsuit, which includes civil penalties under PAGA for violations of the  
6 provisions of the applicable IWC Wage Orders (including violations pertaining to unpaid wages, meal  
7 periods, rest breaks, etc.) and Labor Code sections 203, 210, 226.7, 558, 1194, and 1197.1  
8 (collectively referred to as "Class Members' Released Claims"). This Release shall not include periods  
9 of time a Class Member was not a member of the Class (i.e., periods of time classified as exempt from  
10 overtime or for work outside of California.)

11 9. Enforcement of Settlement. Nothing in this Final Approval Order shall preclude any  
12 action to enforce the terms of the Settlement.

13 10. Attorneys Fees and Expenses. Class Counsel are hereby awarded attorneys' fees of  
14 \$414,610. Class Counsel are hereby awarded reimbursement of actual litigation costs in the amount of  
15 \$18,825.21. Such fees and expenses are to be paid pursuant to the conditions set forth in the  
16 Settlement. Consistent with the Settlement, Defendant shall not be required to pay for any other  
17 attorneys' fees and expenses, costs or disbursements incurred by Class Counsel or any other counsel  
18 representing the Class Representative, Class Members, or incurred by the Class Representative, or  
19 Class Members, or any of them, in connection with or related in any manner to the Action; the  
20 Settlement, the administration of such Settlement, and/or the Released Claims.

21 11. Class Representative Service Award. The Court finds that Class Representative  
22 Service Award in the amount of ~~\$10,000~~<sup>\$5,000</sup> to Plaintiff Melba Hynick, to be paid by Defendant to the  
23 Class Representative for service and assistance to the Class in the Action, is reasonable and  
24 appropriate.

25 12. Settlement Administration Costs. The Court finds that Settlement Administration Costs  
26 in the amount of \$7,199.00, to be paid by Defendant to the Settlement Administrator is reasonable and  
27 appropriate. Settlement Administration Costs are to be paid pursuant to the conditions set forth in the  
28 Settlement.

1           13.    Modification of Settlement Agreement. The Settling Parties are hereby authorized,  
2 upon approval of the Court, to agree to and adopt such amendments to, and modifications and  
3 expansions of, the Settlement, as are in writing and signed by the Parties' counsel and are consistent  
4 with this Final Approval Order and do not limit the rights of Settlement Class Members under the  
5 Settlement.

6           14.    Retention of Jurisdiction. The Court has jurisdiction to enter this Final Approval  
7 Order. This Court expressly retains jurisdiction as to all matters relating to the administration,  
8 consummation, enforcement and interpretation of the Settlement and of this Final Approval Order, and  
9 for any other necessary purpose, including, without limitation:

10                   (a)    enforcing the terms and conditions of the Settlement and resolving any disputes,  
11 claims or causes of action in the Action that, in whole or in part, are related to or arise out of the  
12 Settlement or this Final Approval Order;

13                   (b)    entering such additional orders as may be necessary or appropriate to protect or  
14 effectuate the Court's Final Approval Order, and permanently enjoining Settlement Class Members  
15 from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of this  
16 settlement; and

17                   (c)    entering any other necessary or appropriate orders to protect and effectuate this  
18 Court's retention of continuing jurisdiction.

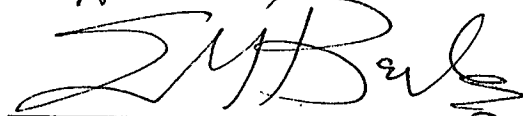
19           15.    No Admissions. Neither this Final Approval Order nor the Settlement (nor any other  
20 document referred to here, nor any action taken to carry out this Final Approval Order) is, may be  
21 construed as, or may be used as, an admission or concession by or against Defendant of the validity of  
22 any claim or any actual or potential fault, wrongdoing or liability. Entering into or carrying out the  
23 Settlement, and any negotiations or proceedings related to it, shall not be construed as, or deemed to  
24 be evidence of, an admission or concession as to Defendant's denials or defenses and shall not be  
25 offered or received in evidence in any action or proceeding against any party hereto in any court,  
26 administrative agency or other tribunal for any purpose whatsoever, except as evidence of the  
27 settlement or to enforce the provisions of this Final Approval Order and the Settlement; provided,  
28 however, that this Final Approval Order and the Settlement may be filed in any action against or by

1 Defendant to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith  
2 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,  
3 issue preclusion or similar defense or counterclaim.

OSC re compliance with  
settlement set for 7/13/17 at  
9:00 am. Compliance report due 7/6/13.

4 IT IS SO ORDERED this 7<sup>th</sup> day of Nov, 2016.

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6 Dated: Nov 7, 2016

  
7 Hon. Lisa Harr Cote Elio M. Berle  
8 Judge, Los Angeles Superior Court  
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**PROOF OF SERVICE**

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF LOS ANGELES )

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not  
5 a party to the within action; my business address is One Wilshire Boulevard, Suite 2200, Los Angeles, California  
6 90017.

7 On October 7, 2016, I served the following documents described as:

8 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**  
9 **SETTLEMENT**

10 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as  
11 shown on the attached mailing list.

12  (BY FACSIMILE)  
13 I am readily familiar with the business practices of this office. The telephone number of the facsimile  
14 machine I used was (213) 947-1211. This facsimile machine complies with Rules 2003(3) of the  
15 California Rules of Court. Upon transmission, no error was reported by the facsimile machine and a  
16 printed copy of the machine's transmission record indicating that the transmission was successfully  
17 completed is attached to this declaration.

18  By having copies personally delivered to the designated party(ies).

19  (BY E-SERVICE VIA CASE ANYWHERE)  
20 Based on a court order to accept service by electronic means, I caused a true and correct copy of the  
21 document(s) to be served electronically to the persons listed on the attached service list by transmission  
22 to Case Anywhere.

23  (BY MAIL)  
24 I am familiar with my employer's mail collection and processing practices; know that mail is collected  
25 and deposited with the United States Postal Services on the same day it is deposited in the interoffice  
26 mail; and know that postage thereon is fully prepaid.

27  (BY FEDERAL EXPRESS COURIER)  
28 I am "readily familiar" with the firm's practice of collection and processing correspondence for  
Federal Express delivery. Under that practice it would be deposited with the Federal Express Courier  
on that same day at Los Angeles, California in the ordinary course of business.

(State) I declare under penalty of perjury that the above is true and correct.

(Federal) I declare that I am employed in the office of a member the Bar of this Court at whose  
direction the service was made.

Executed on October 7, 2016, at Los Angeles, California.

  
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GABRIELLA I. MAYNETTO



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*Melba Hynick v. Amerifirst Financial, Inc.*  
Superior Court of California, County of Los Angeles Case No. BC573246

**SERVICE LIST**

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