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8 *Attorneys for Plaintiff and the Settlement Class*

**FILED**  
Superior Court of California  
County of Los Angeles

MAY 04 2018

Sherri R. Carter, Executive Officer/Clerk  
By *[Signature]*, Deputy  
Kelly Jameson

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

12 SONNIE CARLTON; individually, and on  
13 behalf of other members of the general public  
14 similarly situated, and on behalf of other  
15 aggrieved employees pursuant to the  
16 California Private Attorneys General Act;

17 Plaintiff,

18 vs.

19 WESTERN FEDERAL CREDIT UNION, an  
20 unknown business entity; and DOES 1  
21 through 100, inclusive;

22 Defendants.

Case No.: BC591974  
Related to: BC595925

Honorable Elihu M. Berle  
Department 6

**CLASS ACTION**

**~~[REVISED PROPOSED]~~ FINAL  
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: August 20, 2015  
FAC Filed: August 11, 2017  
Jury Trial Date: None Set

**RECEIVED**  
LOS ANGELES SUPERIOR COURT  
MAY 01 2018  
R. NAZARYAN

05/09/2018

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the above-  
2 entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles,  
3 California 90012, on Plaintiff Sonnie Carlton's ("Plaintiff") Motion for Final Approval of Class  
4 Action Settlement, Attorneys' Fees, Costs, and Service Payment Award ("Motion for Final  
5 Approval").

6 On December 26, 2017, the Court entered an Order Granting Preliminary Approval of  
7 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the  
8 settlement of the above-entitled action ("Action") in accordance with the Class Action  
9 Settlement Agreement and Release and Amendment No. 1 to Class Action Settlement  
10 Agreement and Release (together, "Settlement," "Agreement," or "Settlement Agreement"),  
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for  
12 settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement  
17 Agreement and this Final Approval Order and Judgment.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil  
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
22 respect to the Settlement Class and the Settlement.

23 4. The Court hereby makes final its earlier provisional certification of the Settlement  
24 Class for settlement purposes, as set forth in the Preliminary Approval Order. The Settlement  
25 Class is hereby defined to include:

26 All individuals who were employed as exempt Branch personnel by  
27 Defendant Western Federal Credit Union in the State of California from  
28 August 20, 2011 through March 3, 2017 ("Class Members").

///

1           5.       The Court hereby makes final its earlier provisional certification of the following  
2 FLSA Settlement Collective for settlement purposes only, on an opt-in basis:

3           All individuals who were employed as exempt Branch personnel by Defendant  
4 Western Federal Credit Union in the State of California from March 3, 2014 to  
5 March 3, 2017 (“FLSA Collective Members”).

6           6.       The Notice of Settlement to Current-Employee Class Members, the Notice of  
7 Settlement and Claim Form to Former-Employee Class Members (collectively, the mailings are  
8 referred to as “Notice Packets”), and the Cover Letter that were provided to the Class Members,  
9 fully and accurately informed the Class Members of all material elements of the Settlement and  
10 of their opportunity to participate in, object to or comment thereon, or to seek exclusion from,  
11 the Settlement; was the best notice practicable under the circumstances; was valid, due, and  
12 sufficient notice to all Class Members; and complied fully with the laws of the State of  
13 California, the United States Constitution, due process and other applicable law. The respective  
14 Notice Packets fairly and adequately described the Settlement and provided the Class Members  
15 with adequate instructions and a variety of means to obtain additional information.

16           7.       Pursuant to California law, the Court hereby grants final approval of the  
17 Settlement and finds it reasonable and adequate, and in the best interests of the Settlement Class  
18 as a whole. More specifically, the Court finds that the Settlement was reached following  
19 meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the  
20 result of serious, informed, adversarial, and arms-length negotiations between the parties; and  
21 that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding,  
22 the Court has considered all of the evidence presented, including evidence regarding the strength  
23 of the Plaintiff’s case; the risk, expense, and complexity of the claims presented; the likely  
24 duration of further litigation; the amount offered in the Settlement; the extent of investigation  
25 and discovery completed; and the experience and views of Class Counsel. The Court has further  
26 considered the absence of objections to the Settlement submitted by Class Members to the  
27 Administrator. The Court has also considered that there were only two (2) valid and timely  
28 Requests for Exclusion submitted by Daniel Torrez and Sham Malhotra to the Administrator.

1 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the  
2 Settlement Agreement and the following terms and conditions.

3 8. The Court finds that Class Members, Daniel Torrez and Sham Malhotra, have  
4 timely and validly opted out of the Settlement and will not be bound by this Final Approval  
5 Order and Judgement.

6 9. A full opportunity has been afforded to the Class Members to participate in the  
7 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
8 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
9 the Settlement. Accordingly, the Court determines that all Class Members who did not timely  
10 and properly submit a Request for Exclusion to the Administrator are bound by this Final  
11 Approval Order and Judgment.

12 10. It is hereby ordered that the Administrator, Simpluris, Inc. ("Simpluris"), shall  
13 issue payment to itself in the amount of \$5,000 for the services performed and costs incurred for  
14 the notice and settlement administration process, in accordance with the Settlement Agreement.

15 11. It is hereby ordered that the Administrator shall issue the Settlement Share checks  
16 to all Current-Employee Class Members who have not timely submitted a valid Request for  
17 Exclusion and all Former-Employee Class Members who have timely submitted a valid Claim  
18 Form (together, "Participating Class Members"), according to the methodology and terms set  
19 forth in the Settlement Agreement.

20 12. The Court finds that the FLSA Settlement Amount of \$25,000 to FLSA Collective  
21 Members is fair, reasonable, and appropriate and hereby approved. It is hereby ordered that the  
22 Administrator shall issue the FLSA Settlement Share checks to all FLSA Collective Members,  
23 according to the methodology and terms set forth in the Settlement Agreement.

24 13. It is hereby ordered, pursuant to California Code of Civil Procedure section 384,  
25 that funds associated with all Settlement Share checks issued to Participating Class Members and  
26 FLSA Settlement Share checks issued to FLSA Collective Members that are not cashed or  
27 negotiated within one hundred and eighty (180) calendar days after they are mailed will be  
28 cancelled and the funds associated with such cancelled checks will be considered unpaid,

1 unclaimed, or abandoned cash residue (“Unpaid Residue”). It is further ordered that the Unpaid  
2 Residue plus any accrued interest that has not otherwise been distributed, shall be transmitted to  
3 the Legal Aid Society-Employment Law Division, within ten (10) calendar days after the  
4 expiration of the 180-day period.

5 14. The Court finds that the Legal Aid Society-Employment Law Division is an  
6 alternative distribution within the meaning of California Code of Civil Procedure § 384(b)(1) and  
7 that there is good cause for distribution of the Unpaid Residue plus any accrued interest that has  
8 not otherwise been distributed, to the Legal Aid Society-Employment Law Division, pursuant to  
9 California Code of Civil Procedure § 384(b)(1).

10 15. The Court finds that the service payment award sought is fair and reasonable for  
11 the work performed by Plaintiff on behalf of the Settlement Class. It is hereby ordered that that  
12 the Administrator issue payment to Plaintiff Sonnie Carlton in the amount of \$8,250 for his  
13 service payment award.

14 16. The Court finds that the allocation of \$20,000 toward penalties under the  
15 California Private Attorneys General Act of 2004 (“PAGA”), is fair, reasonable, and appropriate,  
16 and hereby approved. The Administrator shall distribute the PAGA penalties as follows: the  
17 amount of \$15,000 to the California Labor and Workforce Development Agency and the amount  
18 of \$5,000 to be a part of the Net Settlement Amount.

19 17. The Court finds that the request for an award of attorneys’ fees in the amount of  
20 \$240,374 falls within the range of reasonableness, and the results achieved justify the award  
21 sought. The requested attorneys’ fees are fair, reasonable, and appropriate, and are hereby  
22 approved. It is hereby ordered that the Administrator issue payment in the amount of \$240,374  
23 to Lawyers *for* Justice, PC for attorneys’ fees, according to the methodology and terms set forth  
24 in the Settlement Agreement.

25 18. The Court finds that reimbursement of litigation costs and expenses in the amount  
26 of \$10,100.24 incurred by Class Counsel is reasonable, and hereby approved. It is hereby  
27 ordered that the Administrator issue payment in the amount of \$10,100.24 to Lawyers *for*  
28 Justice, PC for reimbursement of litigation costs and expenses.

1           19.     With this final approval of the Settlement, the Court hereby enters Judgment by  
2 which Participating Class Members shall be conclusively determined to have given a release of,  
3 and permanently enjoined and forever barred from asserting, any Released Claims against the  
4 Released Parties, as set forth in the Settlement Agreement and the Notice Packets. Only FLSA  
5 Collective Members who cash their FLSA Settlement Share check (“Participating FLSA  
6 Collective Members”), will be deemed to have opted into the settlement of the Released Claims  
7 that arise under the Fair Labor Standards Act (“FLSA”) and to have thereby released the  
8 Released Claims that arise under FLSA against the Released Parties (“FLSA Released Claims”).

9           20.     After entry of this Final Approval Order and Judgment, pursuant to California  
10 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
11 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge  
12 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
13 connection with the distribution of settlement benefits.

14           21.     Notice of entry of this Final Approval Order and Judgment shall be given to the  
15 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris’  
16 website for a period of at least sixty (60) calendar days after the date of entry of this Final  
17 Approval Order and Judgment.

18           22.     A Non-Appearance Order to Show Cause Regarding Compliance with the Terms  
19 of the Settlement shall be set for February 27, 2019 at 8:30 a.m. in Department 6 of the above-  
20 entitled Court. A report from the Administrator regarding compliance with the terms of the  
21 Settlement shall be filed by February 20, 2019.

22 Dated: \_\_\_\_\_

5/4/18

  
\_\_\_\_\_  
HONORABLE ELIHU M. BERLE  
JUDGE OF THE SUPERIOR COURT

05/09/2018

**PROOF OF SERVICE**

*STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On May 1, 2018, I served the following document described as: **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGEMENT** on interested parties in this action as follows:

Glenn Briggs  
*gbriggs@kadingbriggs.com*  
Carmine J. Pearl, II  
*cjpearl@kadingbriggs.com*  
**KADING BRIGGS LLP**  
100 Spectrum Center Drive, Suite 800  
Irvine, California 92618

*Attorneys for Defendant Western Federal Credit Union*

**[X] BY ELECTRONIC SERVICE**

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through File & ServeXpress by electronically mailing a true and correct copy through File & ServeXpress to the individual(s) listed above.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

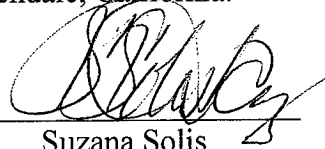
**[X] BY ONLINE SUBMISSION**

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 1, 2018 at Glendale, California.

  
\_\_\_\_\_  
Suzana Solis

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

2018/05/01