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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**

16 BRIDGETTE GUZMAN; MELBA HYNICK
17 individually, and on behalf of other members of
the general public similarly situated, and on
18 behalf of other aggrieved employees pursuant
to the Private Attorneys General Act;

19 Plaintiffs,

20 vs.

21 INTERNATIONAL CITY MORTGAGE, INC.,
22 a California corporation; and DOES 1 through
100, inclusive,

23 Defendants.
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Case No. CIVDS1502516

Assigned for All Purposes to:
Honorable Keith D. Davis
Department S25

CLASS ACTION

**[FURTHER AMENDED PROPOSED]
FINAL APPROVAL ORDER AND
JUDGMENT**

Hearing Date: January 25, 2017
Hearing Time: 8:30 a.m.
Hearing Place: Department S25

Complaint Filed: February 25, 2015
FAC Filed: July 14, 2016
Jury Trial Date: None Set

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
JAN 25 2017
BY V. V. K. Diederich
VANESKA DIEDERICH, DEPUTY

1 This matter has come before the Honorable Keith D. Davis in Department S25 of the
2 above entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiffs Bridgette Guzman and Melba Hynick’s (“Plaintiffs”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees, Costs, and Class Representative Enhancement Payments
5 (“Motion for Final Approval”). Lawyers *for* Justice, PC, and Justice Law Corporation appeared on
6 behalf of Plaintiffs and the Settlement Class. Baker Hostettler LLP appeared on behalf of
7 Defendant International City Mortgage, Inc. (“Defendant”).

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

9 1. All terms used herein shall have the same meaning as defined in the Stipulation
10 and Agreement of Compromise and Settlement (“Settlement,” Agreement,” or “Settlement
11 Agreement”).

12 2. The Court finds that the applicable requirements of California Code of Civil
13 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with
14 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
15 certification of the Class for settlement purposes, as set forth in the Order Granting Preliminary
16 Approval of Class Action Settlement. The Class is hereby defined to include:

17 (1) All current and former California-based salaried or exempt employees that
18 worked at any branch owned, managed or operated by any Defendant within
19 the State of California at any time during the period of December 31, 2010 to
June 20, 2016; and

20 (2) All current and former California-based hourly-paid or non-exempt
21 employees who worked at any branch owned, managed, or operated by any
22 Defendant within the State of California at any time during the period of
February 25, 2011 to June 20, 2016.

23 3. The Notice of Class Action Settlement (“Class Notice”) given to the Class
24 Members fully and accurately informed the Class Members of all material elements of the
25 Settlement and of their opportunity to object to, comment thereon, or to seek exclusion from, the
26 Settlement; was the best notice practicable under the circumstances; was valid, due and sufficient
27 notice to all Class Members; and complied fully with the laws of the State of California, the United
28 States Constitution, due process and other applicable law. The Class Notice fairly and adequately

1 described the Settlement and provided the Class Members adequate instructions and a variety of
2 means to obtain additional information.

3 4. This Court has jurisdiction over the claims of the Class Members asserted in this
4 proceeding and over all Parties to this litigation, including the Settling Parties.

5 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
6 and finds it fair, reasonable, and adequate, and in the best interests of the Class as a whole. More
7 specifically, the Court finds that the Settlement was reached following meaningful discovery and
8 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
9 adversarial, and arms-length negotiations between the Parties; and that the terms of the Settlement
10 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
11 evidence presented, including evidence regarding the strength of the Plaintiffs' case; the risk,
12 expense, and complexity of the claims presented; the likely duration of further litigation; the
13 amount offered in the Settlement; the extent of investigation and discovery completed; and the
14 experience and views of Class Counsel. The Court has also considered the lack of objections to
15 the Settlement by the Class Members, as well as the lack of requests for exclusion. Accordingly,
16 the Court hereby directs that the Settlement be affected in accordance with the Settlement
17 Agreement and the following terms and conditions, except that, notwithstanding anything to the
18 contrary: (a) instead of making two installment payments to the Settlement Administrator,
19 Simpluris, Inc., Defendant shall make three installment payments; (b) the first installment payment
20 totaling \$418,991.33 is due on March 13, 2017; (c) the second installment payment totaling
21 \$418,991.32 is due on June 30, 2017; and (d) the third and final installment payment totaling
22 \$837,982.64 is due on September 15, 2017.

23 6. A full opportunity has been afforded to the Class Members to participate in this
24 hearing, and all Class Members and other persons wishing to be heard have been heard. The Class
25 Members also have had a full and fair opportunity to exclude themselves from the proposed
26 Settlement. Accordingly, the Court determines that all Class Members who did not timely and
27 properly submit a Request for Exclusion are bound by the Settlement Agreement, release of
28 claims, and this Final Approval Order and Judgment.

1 7. The Court finds that the Class Representative enhancement payments sought, in
2 the amount of \$10,000.00 to Plaintiff Bridgette Guzman and the amount of \$5,000 to Plaintiff
3 Melba Hynick, for the combined total of \$15,000.00, are reasonable in light of the risks and
4 burdens undertaken by the Plaintiffs in the Action and for their time and effort in bringing and
5 prosecuting this matter on behalf of the Class. It is hereby ordered that the Claims Administrator
6 issue payments in the amount of \$10,000.00 to Plaintiff Bridgette Guzman and the amount of
7 \$5,000.00 to Plaintiff Melba Hynick.

8 8. It is hereby ordered that the Claims Administrator, Simpluris, Inc., shall issue
9 payment to itself in the amount of \$12,500.00 for the services performed and costs incurred in
10 administration of the Settlement.

11 9. It is hereby ordered that the Claims Administrator shall issue the Individual
12 Settlement Sums to the Participating Class Members according to the methodology and terms set
13 forth in the Settlement Agreement.

14 10. The Court finds that the amount of \$10,000.00 allocated toward penalties under
15 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code
16 sections 2698, *et seq.* (“PAGA Payment”), is fair and reasonable, and is hereby approved. The
17 Claims Administrator shall issue payment in the amount of \$7,500.00 to the California Labor and
18 Workforce Development Agency, and shall distribute the remaining penalties allocation in the
19 amount of \$2,500.00 to the Participating Class Members on a *pro rata* basis according to the terms
20 of the Settlement Agreement.

21 11. The Court finds that Class Counsel’s request for attorneys’ fees falls within the
22 range of reasonableness and the result achieved justifies the award sought. Class Counsel’s actual
23 litigation costs and expenses in prosecuting this Action are hereby approved as reasonably
24 incurred. It is hereby ordered that the Claims Administrator shall pay the Class Counsel Award of
25 \$700,000.00 for attorneys’ fees, plus reimbursement of litigation costs and expenses in the amount
26 of \$16,210.88, to Class Counsel in accordance with the Settlement Agreement, as follows:
27 payment to Lawyers *for* Justice, PC in the amount of \$312,500.00 for attorneys’ fees and
28 \$5,165.62 for litigation costs and expenses; payment to Justice Law Corporation in the amount of

1 \$312,500.00 for attorneys' fees and \$6,474.56 for litigation costs and expenses; and payment to
2 Shenkman & Hughes, P.C. in the amount of \$75,000.00 for attorneys' fees and \$4,570.70 for
3 litigation costs and expenses.

4 12. Neither the making of the Settlement Agreement nor the entry into the Settlement
5 Agreement constitutes an admission by Defendant, nor is this Final Approval Order and Judgment
6 a finding of the validity of any claims in the operative First Amended Complaint or of any other
7 wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an
8 admission of wrongdoing, fault, or omission of any entity or persons; nor may any action taken to
9 carry out the terms of the Settlement Agreement be construed as an admission or concession by or
10 against Defendant or any related person or entity.

11 13. With this final approval of the Settlement, the Court hereby enters judgment by
12 which all Class Members who have not requested exclusion shall conclusively be deemed to have
13 given a release, as set forth in the Settlement Agreement and the Class Notice, against the Released
14 Parties, as to the Released Claims. All such Class Members shall be permanently enjoined and
15 forever barred from asserting any Released Claims against the Released Parties.

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

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1 15. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
3 website for a period of at least sixty (60) days after the date of entry of this Final Approval Order
4 and Judgment. The time for any appeal shall run from the Court's entry of this Final Approval
5 Order and Judgment.

6 **IT IS SO ORDERED.**

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8 Dated: 1/25/17

KEITH D. DAVIS, Judge

THE HONORABLE KEITH D. DAVIS
JUDGE OF THE SUPERIOR COURT

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