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Superior Court of California
County of Los Angeles

DEC 17 2014

Sherri R. Carter, Executive Officer/Clerk
By R. Castle, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NAZRA PETERSON, Individually, and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

TELEFUND, INC., and DOES 1-30,

Defendants.

Case No. BC 448407

FAXED

Honorable Debre K. Weintraub

**[REDACTED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: November 24, 2014

Time: 8:30 a.m.

Department: 47

Complaint Filed: October 28, 2010

This matter came before the Court on November 24, 2014 at 8:30 AM for hearing pursuant to on the application of the parties for final approval of the settlement set forth in the Stipulation of Settlement (the "Settlement"). Due and adequate notice having been given to the Settlement Class and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Settlement, and all terms used herein shall have the same meanings as set forth in the Settlement.

1 2. This Court has jurisdiction over the subject matter of the Action and over all parties to
2 the Action, including the Settlement Class Members.

3 3. The Class in this case was certified by an Order of this Court dated March 26, 2012.
4 For purposes of this settlement, as set forth in Paragraph 9 of the Settlement, the Settlement Class
5 Members include: "ALL PERSONS WHO PARTICIPATED IN THE FIRST TWO HOURS OF AN
6 OBSERVATION SHIFT AT A TELEFUND OFFICE IN CALIFORNIA BETWEEN OCTOBER
7 28, 2006 AND [THE DATE OF PRELIMINARY APPROVAL OF THE SETTLEMENT] AND
8 WERE NOT PAID MINIMUM WAGE FOR THOSE TWO HOURS."

9 4. On May 22, 2014, after fully considering the supporting papers, evidence and oral
10 argument, this Court entered an Order granting Preliminary Approval of the Settlement herein.
11 Consistent with this Order, the Settlement Class Members were provided notice of the Settlement
12 through the approved Claims Administrator. Settlement Class Members received the best practicable
13 notice, as the notice was personally mailed to each of them. No Settlement Class Member has
14 objected to this Settlement.

15 5. Pursuant to California Rules of Court 3.769, this Court hereby finally approves the
16 settlement terms set forth in the Settlement and finds that said Settlement is, in all respects, fair, just,
17 reasonable and adequate to the Settlement Class Members. The Settling Parties are directed to
18 perform its terms.

19 6. The parties are to bear their own costs, except as otherwise provided herein or in the
20 Settlement.

21 7. As of the date of this Order, and in consideration of: (a) Defendant's payment of
22 \$500,000 (the "Total Settlement Amount"); and Defendant's payment of minimum wage for the first
23 two hours of the disputed observation shift as of the date of the Court's entry of Preliminary
24 Approval herein and (b) Settlement Class Members' release of Released Claims, as set forth in the
25 Settlement, the Named Plaintiff and each Settlement Class Member shall be deemed to have, and by
26 operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged
27 all Released Claims against Defendant, whether or not such Settlement Class Member executes and
28 delivers a Proof of Claim and Release.

1 8. All Settlement Class Members who appeared on the Class List and who are not listed
2 on Exhibit A hereto are hereby forever barred and enjoined from prosecuting the Released Claims
3 against Defendant.

4 9. As of the date of this Order, and in consideration of the releases deemed provided by
5 the Named Plaintiff, the Members of the Settlement Class, and all members thereof, Defendant shall
6 be deemed to have, and by operation of this Judgment shall have, fully, finally and forever released,
7 relinquished and discharged each and all of the Named Plaintiff, Settlement Class Members,
8 Plaintiffs' Counsel, and each of them, from all claims arising out of, relating to, or in connection with
9 the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims.

10 10. Neither the Settlement, nor any act performed or document executed pursuant to or in
11 furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission,
12 concession or evidence of, the validity or invalidity of any Released Claims, the truth or falsity of any
13 fact alleged by the Plaintiffs, the sufficiency or deficiency of any defense that has been or could have
14 been asserted in the litigation, or of any alleged wrongdoing, liability, negligence, fault of the
15 Defendant; (b) is or may be deemed to be or may be used as an admission of, or evidence of, any
16 fault or misrepresentation or omission with respect to any statement or written document attributed
17 to, approved or made by the Defendant in any civil, criminal or administrative proceeding in any
18 court, administrative agency or other tribunal; (c) is or may be deemed to be or shall be used, offered or
19 received against the Defendant or Plaintiffs as an admission, concession or evidence of, the validity
20 or invalidity of any of claims, the infirmity or strength of any claims raised in the Action, the truth or
21 falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious
22 defenses to the claims raised in the Action; (d) is or may be deemed to be or shall be construed as or
23 received in evidence as an admission or concession against the Settling Parties, or each or any of
24 them, that any of the Plaintiffs' claims are with or without merit, that damages recoverable under the
25 Plaintiffs' operative Complaint would have been greater or less than the Total Settlement Amount or
26 that the consideration to be given hereunder represents an amount equal to, less than or greater than
27 that amount which could have or would have been recovered after trial. Any of the Settling Parties
28 may file the Settlement and/or this Order of Final Approval and Judgment in any action that may be

1 brought against such party or parties in order to support a defense or counterclaim based on principles
2 of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any
3 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

4 11. The Court also enters an injunction, requiring Defendant to pay prospective employees
5 in California for the entire Observation Shift at the minimum wage.

6 12. Counsel for Plaintiffs and the Settlement Class are awarded fees in the amount of
7 \$166,500 and reimbursement of expenses in the amount of \$23,006.10, each to be paid from the
8 Settlement Fund. Named Plaintiff Nazra Peterson is awarded an incentive payment in the amount of
9 \$10,000, also to be paid from the Settlement Fund. The Claims Administrator shall be paid its fees
10 for administering this Settlement in the amount of \$47,839. The Court finds each of these amounts to
11 be fair and reasonable.

12 13. The Plan of Allocation, is approved as fair and reasonable, and Plaintiffs' Counsel and
13 the Claims Administrator are directed to administer the Settlement in accordance with its terms and
14 provisions.

15 14. The Claims Administrator is directed to deliver a payment to Western Center on Law
16 & Poverty, 3701 Wilshire Blvd., Suite 208, Los Angeles, CA 90010, the amount of unclaimed funds
17 not cashed after one hundred eighty (180) days from the date of issuance. At that time, the
18 Authorized Claimant's claim will be deemed null and void and of no further force and effect.

19 15. Under California Rule of Court 3.769(h): "If the court approves the settlement
20 agreement after the final approval hearing, the court must make and enter judgment. The judgment
21 must include a provision for the retention of the court's jurisdiction over the parties to enforce the
22 terms of the judgment." Pursuant to this provision, the Court hereby retains continuing jurisdiction
23 over the Settling Parties for implementation of this Settlement, including but not limited to the
24 funding, disbursement and administration of the Settlement Fund. The Court has scheduled a hearing
25 on July 31, 2015 at 8:30 a.m. in Department 47 of the Superior Court of California, County of Los
26 Angeles, located at 111 North Hill Street, Los Angeles, California 90012, for presentation of the
27 Claims Administrator's final report and to assure that the terms of the Settlement have been
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implemented. If the Settlement Administration has been completed by the time of the July 31, 2015 hearing, the Court will dismiss the class action and the Settlement Class Member claims at that time.

16. The Claims Administrator shall post notice of this Judgment on its website for the next two hundred (200) days to satisfy California Rule of Court 3.771(b).

Approved as to Form by:

Dated: December 12, 2014

By: Kevin F. Ruf
Kevin F. Ruf
Counsel for Plaintiff and the Class

Dated: December 12, 2014

By: Arthur F. Silbergeld
Arthur F. Silbergeld
Counsel for Defendant Telefund, Inc.

IT IS SO ORDERED.

BY ORDER OF THE COURT
LOS ANGELES COUNTY SUPERIOR COURT

DATED: DEC 17 2014, 2014

DEBRE KATZ WEINTRAUB
Hon. Debre K. Weintraub
Judge of the Superior Court

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PROOF OF SERVICE VIA U.S. MAIL

I, the undersigned, say:

I am a citizen of the United States and am over the age of 18 and not a party to the within action. My business address is 1925 Century Park East, Suite 2100, Los Angeles, California 90067.

On December 12, 2014, I served the following document:

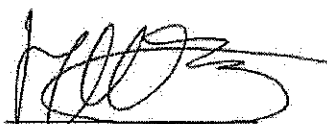
[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

on counsel for the parties in this action, addressed as stated below:

Arthur F. Silbergeld
arthur.silbergeld@nortonrosefulbright.com
Jennifer A. Awrey
jennifer.awrey@nortonrosefulbright.com
FULBRIGHT & JAWORKSI LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071

By U.S. Mail: By placing true and correct copies thereof in individual sealed envelope: with postage thereon fully prepaid, which I deposited with my employer for collection and mailing by the United States Postal Service. I am readily familiar with my employer's practice for the collection and processing of correspondence or mailing with the United States Postal Service. In the ordinary course of business, this correspondence would be deposited by my employer with the United States Postal Service that same day.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 12, 2014, at Los Angeles, California.


Harry H. Kharadjian