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LAW AND MOTION DEPT. 53/04
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SACRAMENTO**

9 VANESSA MARTIN; individually, and on
10 behalf of other members of the general
public similarly situated; MATHEW
11 GARCIA; YULIYA TOFILYUK;
individually, on behalf of other members of
12 the general public similarly situated, and on
behalf of aggrieved employees pursuant to
the Private Attorneys General Act;

13 Plaintiffs,

14 vs.

15 SCHOOLS FINANCIAL CREDIT UNION;
16 a California corporation and DOES 1
through 100, inclusive,

17 Defendants.
18

Case No.: 34-2016-00191441

Honorable David I. Brown
Department 53

CLASS ACTION

**[PROPOSED] JUDGMENT AND
FINAL ORDER APPROVING
SETTLEMENT OF CLASS ACTIONS**

Date: May 23, 2018
Time: 2:00 p.m.
Department: 53

Complaint Filed: March 9, 2016
Jury Trial Date: None Set

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20 **BY FAX**
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[PROPOSED] JUDGMENT AND FINAL ORDER APPROVING SETTLEMENT OF CLASS ACTIONS

1 This matter has come before the Honorable David I. Brown in Department 53 of the above-
2 entitled Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street,
3 Sacramento, California 95814, on the Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Service Awards ("Motion for Final Approval") of Plaintiff Tarek Kamal
5 in the action entitled *Tarek Kamal v. Schools Financial Credit Union*, Sacramento County Superior
6 Court Case No. 34-2014-00171159 ("*Kamal Action*") and Plaintiffs Vanessa Martin and Mathew
7 Garcia in the action entitled *Vanessa Martin, et al. v. Schools Financial Credit Union*, Sacramento
8 County Superior Court Case No. 34-2016-00191441 ("*Martin Action*") (collectively, "Plaintiffs").
9 Lawyers for Justice, PC appeared on behalf of Plaintiffs and Pillsbury Winthrop Shaw Pittman LLP
10 appeared on behalf of Defendant Schools Financial Credit Union ("Defendant").

11 The parties reached a settlement, as set forth in their Stipulation and Agreement Re: PAGA
12 and Class Action Settlement ("Settlement," "Agreement," and "Settlement Agreement"), and
13 Plaintiffs filed a motion for preliminary approval on October 25, 2017. On December 19, 2017 the
14 Court granted preliminary approval of the Settlement in accordance with the Settlement Agreement,
15 and entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary
16 Approval Order").

17 The Court determined that the *Kamal Action* and *Martin Action* (together, "Actions") could
18 be maintained as class actions for settlement purposes only. It thereafter certified the following
19 Settlement Class for settlement purposes only:

20 All individuals who are or were employed by Schools Financial Credit Union
21 in California in a non-exempt position at any point from November 4, 2010 to
22 February 27, 2017.

23 The Court preliminarily approved Lawyers for Justice, PC as counsel for the Settlement Class
24 ("Settlement Class Counsel") and Plaintiffs as representatives of the Settlement Class ("Class
25 Representatives").

26 Thereafter, a Notice of Class Action Settlement ("Class Notice") and Statement of Qualifying
27 Work Weeks Form (collectively, "Notice Packet") were sent to Settlement Class Members in
28 accordance with the terms of the Settlement Agreement. Settlement Class Members were afforded
the opportunity to exclude themselves or object, and a hearing was held on May 23, 2018, to entertain

1 any such objections.

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

4 **NOW, THEREFORE, IT IS HEREBY FINALLY ADJUDGED AND ORDERED**
5 **THAT:**

6 1. All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement and the Preliminary Approval Order.

8 2. This Court has jurisdiction over the claims of the Settlement Class Members asserted
9 in this proceeding and over all parties to the Actions.

10 3. The Court finds that the applicable requirements of California Code of Civil Procedure
11 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the
12 Settlement Class and the Settlement. The Court hereby makes final its earlier provisional certification
13 of the Settlement Class for settlement purposes, as set forth in the Preliminary Approval Order.

14 4. The Notice Packet that was provided to Settlement Class Members fully and
15 accurately informed the Settlement Class Members of all material elements of the Settlement and of
16 their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the
17 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
18 notice to all Settlement Class Members; and complied fully with the laws of the State of California,
19 the United States Constitution, due process and other applicable law. The Notice Packet fairly and
20 adequately described the Settlement and provided the Settlement Class Members with adequate
21 instructions and a variety of means to obtain additional information.

22 5. No objection having been received and the Court being fully informed, the Court
23 determines that the proposed Settlement is fair, reasonable, and adequate.

24 6. Pursuant to California law, final approval of the Settlement is granted. The parties'
25 Settlement Agreement is in all respects fair, reasonable, and adequate, and it is hereby approved and
26 incorporated therein. The Court finds that the Settlement was reached following meaningful
27 discovery and investigation conducted by Settlement Class Counsel; that the Settlement is the result
28 of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms

1 of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
2 considered all of the evidence presented, including evidence regarding the strength of the Plaintiffs'
3 cases; the risk, expense, and complexity of the claims presented; the likely duration of further
4 litigation; the amount offered in the Settlement; the extent of investigation and discovery completed;
5 and the experience and views of Settlement Class Counsel. The Court has further considered the
6 absence of objections to the Settlement and that there were only three (3) timely and valid requests
7 for exclusion from Settlement Class Members. Accordingly, the Court hereby directs that the
8 Settlement be affected in accordance with the Settlement Agreement and the terms and conditions set
9 forth herein.

10 7. Having had a full and fair opportunity to exclude themselves from the Settlement and
11 the Settlement Class, all Settlement Class Members who did not timely and properly execute and
12 submit a request for exclusion to the Settlement Administrator are bound by this Judgment and Final
13 Order Approving Settlement of Class Actions ("Judgment and Final Order"). A full opportunity has
14 been afforded to the Settlement Class Members to participate in the Final Approval Hearing, and
15 Settlement Class Members and other persons have been heard.

16 8. Defendant shall retain the portion of the Net Settlement Fund which had been allocated
17 to three (3) Settlement Class Members who opted out of the Settlement.

18 9. The Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the
19 amount of \$11,000 for the services performed and costs incurred for the notice and administration of
20 the Settlement, in accordance with the Settlement Agreement.

21 10. The Settlement Administrator shall issue the settlement checks to all Settlement Class
22 Members who have not opted out of the Settlement according to the methodology and terms set forth
23 in the Settlement Agreement.

24 11. It is further ordered, pursuant to California Code of Civil Procedure section 384, that
25 all settlement checks issued to Settlement Class Members that are not negotiated within one hundred
26 eighty (180) calendar days after they are issued will be cancelled and the funds associated with all
27 such cancelled checks shall be considered unpaid or abandoned cash residue ("Unpaid Residue), and
28 the Unpaid Residue plus any accrued interest that has not otherwise been distributed shall be

1 transmitted, in accordance with California Code of Civil Procedure section 384, as amended, as
2 follows: twenty-five percent (25%) to the State Treasury for deposit in the Trial Court Improvement
3 and Modernization Fund and seventy-five percent (75%) to the State Treasury for deposit into the
4 Equal Access Fund of the Judicial Branch.

5 12. The Service Awards sought are fair and reasonable for the work performed by
6 Plaintiffs on behalf of the Settlement Class. It is hereby ordered that the Settlement Administrator
7 issue payment in the amount of \$7,500 each to Plaintiffs Tarek Kamal, Vanessa Martin, and Mathew
8 Garcia for their Service Awards, in accordance with the Settlement Agreement.

9 13. The Court finds that the request for Attorneys' Fees fall within the range of
10 reasonableness, and the results achieved justify the award sought. The requested fees are fair,
11 reasonable, and appropriate. The Settlement Administrator shall issue payment in amount of
12 \$285,000 to Lawyers for Justice, PC for Attorneys' Fees, in accordance with the Settlement
13 Agreement.

14 14. The Court finds that Litigation Costs in the amount of \$35,000 are reasonable. The
15 Settlement Administrator shall issue payment in the amount of \$35,000 to Lawyers for Justice, PC
16 for reimbursement of Litigation Costs.

17 15. The Court finds that the \$40,000 allocated toward PAGA penalties under the Private
18 Attorneys General Act of 2004 ("PAGA"), is fair, reasonable, and appropriate, and hereby approved.
19 The Settlement Administrator shall issue payment in the amount of \$30,000 (or 75% of \$40,000) to
20 the California Labor and Workforce Development Agency ("LWDA") for its portion of the PAGA
21 penalties, and the remaining penalties allocation in the amount of \$10,000 (or 25% of \$40,000) shall
22 be part of the Net Settlement Fund for distribution to the Settlement Class Members who have not
23 excluded themselves from the Settlement, on a *pro rata* basis, according to the terms of the Settlement
24 Agreement.

25 16. This Judgment and Final Order shall have a res judicata effect and bar each Plaintiff
26 and each Settlement Class Member who has not been excluded from the Settlement Class from
27 bringing any action asserting "Released Claims" against the "Released Parties" as those terms are
28 defined in the Settlement Agreement. The Judgment and Final Order will have the same effect with

1 respect to Released Claims arising under the Fair Labor Standards Act for Settlement Class Members
2 only if they opt in by cashing their settlement check.

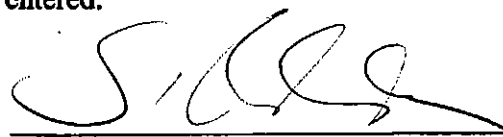
3 17. The cashing of the settlement check by a Settlement Class Member shall be deemed
4 to be an opt-in for purposes of the release and settlement of Released Claims arising under the Fair
5 Labor Standards Act, as defined in the Settlement Agreement.

6 18. Without affecting the finality of this Judgment and Final Order, the Court shall retain
7 continuing jurisdiction over the Actions and the parties, including all Settlement Class Members and
8 over all matters pertaining to the implementation and enforcement of the terms of the Settlement
9 Agreement. Except as provided to the contrary herein, any disputes or controversies arising with or
10 respect to interpretation, enforcement or implementation of the Settlement Agreement shall be
11 presented by motion to the Court for resolution.

12 19. Notice of entry of this Judgment and Final Order shall be given to the Settlement Class
13 Members by posting a copy of the Judgment and Final Order on Simpluris, Inc.'s website for a period
14 of at least sixty (60) calendar days after the date of entry of this Judgment and Final Order. No
15 individualized notice shall be required.

16 This Judgment and Final Order Approving Settlement of Class Actions is hereby granted and
17 the Court directs that this Judgment shall be entered.

18 Dated: MAY 23 2018
19


20 Honorable David T. Brown
21 Superior Court Judge
22 STEVEN H. RODDA

23 SIGNATURE PURSUANT
24 TO 635 CCP
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