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13 MERZIER MCGINNIS on behalf of herself and others similarly situated.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MERZIER MCGINNIS, on behalf of herself and
others similarly situated.

PLAINTIFF,

vs.

NORRED & ASSOCIATES, INC.; and DOES 1
to 100, Inclusive.

DEFENDANTS.

DEFENDANTS.

Case No.: 20STCV03629

CLASS ACTION

*[Assigned to the Hon. William F. Highberger in
Dept. SSC 10]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON**

Hearing Information:

Date: April 6, 2022

Time: 10:00 a.m.

Dept: SSC10

05/13/2022

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1 Plaintiffs Merzier McGinnis and Guillermina Herrera's ("Plaintiffs") Motion for Final
2 Approval of Class Action Settlement and Motion for Award of Attorneys' and Costs with Defendant
3 Norred & Associates ("Defendant") came before this Court on April 6, 2022 at 10:00 a.m. in
4 Department SSC10 of Los Angeles County Superior Court, Spring Street Courthouse located at 312
5 North Spring Street, Los Angeles, CA 90012. Having received and considered the Joint Stipulation
6 and Agreement of Class Action Settlement and Amendment No. 1 to Joint Stipulation and Agreement
7 of Class Action Settlement (together the "Settlement"), Plaintiffs' Motion for Final Approval of Class
8 Action Settlement, the supporting papers filed by the Parties, the declaration of Taylor Mitzner on
9 behalf of Phoenix Class Action Administration Services and the evidence and argument received by
10 the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement and
11 Documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
12 MAKES THE FOLLOWING DETERMINATION:

13 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
14 including all members of the settlement class.

15 2. The Court finds that the Class (defined below) is properly certified as a class for
16 settlement purposes only:

17 Any individual currently or formerly employed by Defendant in
18 California as an hourly, non-exempt employee during the period from
19 October 1, 2019 up to November 29, 2021.

20 3. The Court appoints Plaintiffs Merzier McGinnis and Guillermina Herrera as Class
21 Representatives for settlement purposes only.

22 4. The Court appoints Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP, Manny Starr and
23 Daniel Ginzburg of the law firm Frontier Law Center, and Sam Donabedian of Donabedian Law as
24 Class Counsel for settlement purposes only.

25 5. The notice provided to the class members conforms with the requirements of
26 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
27 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
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1 law, and constitutes the best notice practicable under the circumstances, by providing individual
2 notice to all class members who could be identified through reasonable effort, and by providing due
3 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
4 The notice fully satisfied the requirements of due process.

5 6. The Court finds the settlement was entered into in good faith, that the settlement is
6 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendants or by any other released
11 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
12 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
13 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
14 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
15 any of the other released parties.

16 8. No Class Members have objected to the terms of the Settlement.

17 9. One (1) Class Member has timely and validly excluded themselves from the
18 Settlement.

19 10. Within sixty (60) calendar days of the Effective Date, Defendant shall fund the Gross
20 Settlement Amount of Two Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00). Within
21 thirty (30) calendar days of the funding of the Settlement, the Settlement Administrator will issue
22 payments to: (a) Participating Class Members; (b) the Labor and Workforce Development Agency;
23 (c) Plaintiffs; and (d) Plaintiffs' Counsel. The Settlement Administrator will also issue a payment to
24 itself for Court-approved services performed in connection with the settlement.

25 11. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
26 recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the
27 payment from the Gross Settlement Amount of Incentive Awards to Plaintiff McGinnis in the amount
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1 of Five Thousand Dollars and Zero Cents (\$5,000.00) and to Plaintiff Herrera in the amount of Five
2 Thousand Dollars and Zero Cents (\$5,000.00). The Court also approves payment to Plaintiff Herrera
3 of the Additional Award in the amount of Eighty Thousand Dollars and Zero Cents (\$8,000.00) for
4 the release of her individual claims that existed prior to the Class Period.

5 12. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
6 to Class Counsel in the sum of ~~Eighty Eight Thousand Three Hundred Thirty Three Dollars and Zero~~
7 ~~Cents (\$88,333.00)~~ Fifty Thousand Dollars (\$50,000.00), and the reimbursement of litigation expenses in the sum of Twelve Thousand
8 Seven Hundred Fifty-Six Dollars and Six Cents (\$12,756.06). Both are reasonable amounts. The
9 reasonableness of the fee award is determined based on a reasonable percentage of a common fund
10 obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
11 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
12 the class.

13 13. The Court approves and orders payment from the Gross Settlement Amount in the
14 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Phoenix Settlement Administrators
15 for performance of settlement administration services.

16 14. The Court approves and orders payment from the Gross Settlement Amount in the
17 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) attributed to the resolution of the in
18 connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
19 *seq.*, "PAGA") claims. The amount of Seven Thousand Five Hundred Dollars and Zero Cents
20 (\$7,500.00) is to be paid to the California Labor and Workforce Development Agency ("LWDA").
21 The amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) shall be distributed
22 to the Class as part of the Distributable Amount.

23 15. Settlement checks remaining uncashed after one hundred and eighty (180) from the
24 date of issuance of the check shall be deemed null and void. Funds from uncashed checks will be
25 remitted to the State of California's Unclaimed Property Fund.

26 16. Upon the Effective Date and full funding of the Gross Settlement Amount, and by
27 operation of the Agreement's terms, and except as to such rights or claims as may be created by this
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1 Agreement, all Class Members who do not submit a valid and timely written Request for Exclusion,
2 fully release and discharge NORRED & ASSOCIATES, INC., and its respective agents, attorneys,
3 insurers, past, present and future divisions, affiliates, any DBAs, predecessors, successors,
4 shareholders, officers, directors, managers, employees, trustees, representatives, administrators,
5 fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or any and all
6 persons and/or corporate entities acting by, through, under or in concert with any of them (“Released
7 Persons”) from all any and all disputes and claims arising from or related to the Complaints filed in
8 the *McGinnis* Class, *McGinnis* PAGA, and *Herrera* PAGA Actions, which shall comprise a single
9 Consolidated Action. This Settlement is intended to include in its effect any and all claims, debts,
10 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages or causes of
11 action that were pled in this case or that could have been pled based on the facts alleged in the
12 operative *McGinnis* Class, *McGinnis* PAGA, and *Herrera* PAGA Complaints under state or federal
13 law for (1) claims under California Labor Code Sections 201, 202, 203, 218.5, 226, 226.7, 227.3, 510,
14 512, 1194, 1194.2, 1197, 2802 or any subsection thereof; (2) claims for unpaid minimum wages and
15 liquidated damages; (3) claims for unpaid overtime; (4) claims for failure to provide meal periods;
16 (5) claims for failure to provide accurate wage statements; (6) waiting time penalties; (7) claims for
17 unpaid expense reimbursements; (8) claims for unfair business practices under the California
18 Business & Professions Code; (9) claims for penalties pursuant to the Private Attorneys General Act
19 (Lab. Code §§ 2698, *et seq.*) for the Class Period; and (10) any other claims, legal theories, causes of
20 action, complaints, and/or charges, whether unknown or known, suspected or unsuspected, that arise
21 from or could have been asserted, based the facts alleged in the Actions (“Released Claims”), whether
22 known or unknown, during the Class Period.

23 17. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the settlement, and any and all claims, asserted in, arising out
25 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
26 settlement and the determination of all controversies relating thereto.

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1 18. The settlement administrator shall file a final report by Jan. 24, 2023
2 indicating the disbursements were made pursuant to the settlement.

3 A Non-Appeal Case Review
4 19. ~~A Status Conference~~ regarding distribution of the settlement funds is set for
5 Jan. 31, 2023 at 9 a.m./~~p.m.~~ in Department SSC10 of the above-
captioned Court.

6 **IT IS SO ORDERED.**

7 05/13/2022
8 Dated: _____



A handwritten signature in cursive script, reading "W. F. Highberger".

Hon. William F. Highberger / Judge
Judge of the Superior Court

10 20. This document also constitutes a Judgment disposing of this case on the terms stated herein.

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