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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF ORANGE**

15 MARIO FERNANDEZ, an individual,
16 on behalf of himself and on behalf of all
17 persons similarly situated, and on behalf
18 of the State of California, as a private
19 attorney general,

20 Plaintiff,

21 vs.

22 NUVISION FEDERAL CREDIT
23 UNION, a Corporation; and Does 1
24 through 50, inclusive,

25 Defendants.

Lead Case No.: 30-2020-01161691-CU-OE-CXC
[Consolidated with Case No.:
30-2020-01165529-CU-OE-CXC]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: February 9, 2023

Hearing Time: 2:00 p.m.

[Hearing scheduled by Order dated October 7, 2022]

Dept.: CX102

Judge: Hon. Peter J. Wilson

Action Filed: September 23, 2020

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on February 10, 2023, the Court entered the
3 Order and Judgment in the above entitled action. A true and correct copy of the Order and Judgment
4 is attached hereto as Exhibit #1.

5 Respectfully submitted,

6 Dated: February 15, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over
4 the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla,
California 92037.

5 On February 15, 2023, I served the document(s) described as:

6 **1. NOTICE OF ENTRY OF JUDGMENT**

7 X (BY ELECTRONIC SERVICE): I caused the above entitled document(s) to be transmitted
8 through electronic mail to counsel for Defendant at the following address(es):

9 Yvonne Arvanitis Fossati
Email: Yvonne.Fossati@jacksonlewis.com
Tony Zhao
Email: Tony.Zhao@jacksonlewis.com
Christopher Gomez
Email: Christopher.Gomez@jacksonlewis.com
Caroline D. Partida
Email: Carol.Partida@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017
Attorneys for Defendant

15 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
16 Labor Workforce Development Agency via online process at the PAGA Filing website in
17 accordance with the procedure imposed by the LWDA.

18 X (State): I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

19 Executed on February 15, 2023, at La Jolla, California.

20 /s/ Kyle Nordrehaug
21 Kyle Nordrehaug
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MARIO FERNANDEZ, an individual, on behalf of himself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiffs,

VS.

NUVISION FEDERAL CREDIT UNION, a
Corporation,

Defendant.

CASE NO.: 30-2020-01161691-CU-OE-CXC

FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: February 9, 2023
Hearing Time: 2:00 p.m.

Judge: Hon. Peter J, Wilson
Dept.: CX101

Action Filed: September 23, 2020
Trial Date: Not Set

1 The motion of Plaintiff Mario Fernandez (“Plaintiff”) for an order finally approving the
2 Class Action Settlement Agreement (“Agreement”) with Defendant Nuvision Federal Credit
3 Union (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the
4 Settlement Administrator duly came on for hearing on February 9, 2023 before the Honorable
5 Peter J. Wilson.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Thirty-Five
16 Thousand Dollars (\$1,035,000), and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims.

20 **Preliminary Approval of the Settlement**

- 21 5. On August 10, 2022, the Court granted preliminary approval of the Settlement. At
22 this same time, the Court approved conditional certification of the Class for settlement purposes
23 only.

24 **Notice to the Class**

- 25 6. Notice was given in compliance with the Preliminary Approval Order. In addition,
26 there were 21 Class Members who were inadvertently omitted from the initial Class List, and
27 Class Notice was mailed to these 21 individuals on November 10, 2022. The notice was the best
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1 notice practicable under the circumstances and was reasonably calculated to communicate actual
2 notice of the litigation and the proposed settlement to the Class. The Class Notice fairly and
3 adequately described the Settlement and provided Class Members adequate instructions and a
4 variety of means to obtain additional information.

5 7. A full opportunity has been afforded to the Class Members to participate in this
6 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
7 Members also have had a full and fair opportunity to exclude themselves from the proposed
8 Settlement and Class.

9 **Attorneys' Fees and Costs**

10 8. An award of \$345,000 for attorneys' fees, representing one-third of the Gross
11 Settlement Amount, and \$15,315.92 for litigation costs and expenses, is reasonable, in light of the
12 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
13 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
14 and litigation expense billing statement. In awarding these fees the Court is not approving any
15 particular hourly rate.

16 **Class Representative Service Payment**

17 9. The Court finds that a Class Representative Service Payment in the amount of
18 \$10,000 to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff
19 in this litigation, for his time and effort in bringing and prosecuting this matter on behalf of the
20 Class, and for his execution of a general release.

21 **Settlement Administration Expenses**

22 10. The Settlement Administrator has documented \$10,500 in fees and expenses, and
23 this amount is reasonable in light of the work performed by the Settlement Administrator.

24 **PAGA Payment**

25 11. The Court approves the PAGA Payment out of the Gross Settlement Amount of
26 \$20,000, which shall be allocated \$15,000 to the LWDA and \$5,000 will be distributed to the
27 Aggrieved Employees based on their respective pay periods worked during the PAGA Period,

1 which is September 23, 2019 to October 31, 2021. “Aggrieved Employees” are all individuals
2 who are or previously were employed by Defendant in California and were classified as non-
3 exempt employees at any time during the PAGA Period.

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5 **II.**

6 **ORDERS**

7 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

8 1. The Class is certified for the purposes of settlement only. The Class is hereby
9 defined as follows:

10 All individuals who are or previously were employed by Defendant in California
11 and were classified as non-exempt employees at any time during the Class Period.

12 The Class Period is October 16, 2016 to October 31, 2021.

13 2. All persons who meet the foregoing definition are members of the Class, except for
14 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The
15 individuals who opted out are Kathy Wiley, Lakisha Brown, and Douglas Close.

16 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
17 best interest of the Class.

18 4. Class Counsel are awarded attorneys' fees in the amount of \$345,000 and costs in
19 the amount of \$15,315.92. The Class Counsel Fees Payment shall be allocated \$241,500 to
20 Blumenthal Nordrehaug Bhowmik De Blouw LLP and 103,500 to Jose Garay APLC. The Class
21 Counsel Litigation Expenses Payment shall be allocated \$14,715.92 to Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP and \$600 to Jose Garay APLC. Class Counsel shall not seek or obtain
23 any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

24 5. The payment of the Class Representative Service Payment in the amount of
25 \$10,000 to the Plaintiff is approved.

26 6. The payment of \$10,500 to the Settlement Administrator for their fees and
27 expenses is approved.

1 7. The PAGA Payment of \$20,000 is approved to be distributed in accordance with
2 the Agreement. The PAGA Payment is allocated \$15,000 to the LWDA and \$5,000 to be
3 distributed to the Aggrieved Employees.

4 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
5 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
6 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
7 settlement purposes). Notwithstanding these restrictions, Defendant may file in the Actions or in
8 any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers
9 and records on file in the Action as evidence of the Settlement to support a defense of res judicata,
10 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
11 claims being released by the Settlement.

12 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel. The Final Approval Order and Judgment shall be posted on Class
14 Counsel's website as set forth in the Class Notice to the Class. It shall not be necessary to send
15 notice of entry of this Final Approval Order and Judgment to individual Class Members.

16 10. If the Agreement does not become final and effective in accordance with the terms
17 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
18 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
19 revert to their respective positions as of before entering into the Agreement, and expressly reserve
20 their respective rights regarding the prosecution and defense of this Action, including all available
21 defenses and affirmative defenses, and arguments that any claim in the Action could not be
22 certified as a class action and/or managed as a representative action.

23 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

24 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
25 Plaintiff, and all members of the Class, shall take nothing in the Action.

26 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
27 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

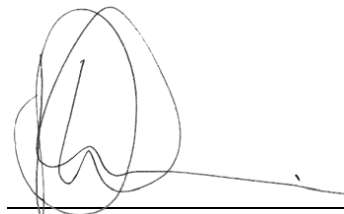
3 3. Each party shall bear its own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 4. If a settlement check remains uncashed by the expiration date, the funds from such
6 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
7 name of the Participating Class Member/Aggrieved Employee.

8 5. A Status Conference for final accounting is set for November 17, 2023 at 9:00 a.m.
9 in Department CX101. Class Counsel shall file a final report at least 10 days prior to the Status
10 Conference. The final report must include all information necessary for the Court to determine the
11 total amount actually paid to class members and any amounts tendered to the State Controller's
12 Office under Unclaimed Property law.

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14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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17 Dated: February 10, 2023

A handwritten signature in black ink, appearing to read 'P. Wilson', is written over a horizontal line.

18 HON. PETER J. WILSON
19 JUDGE, SUPERIOR COURT OF CALIFORNIA
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