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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NATASHA AMARAL, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

UNIFY FINANCIAL CREDIT UNION, a
federally chartered credit union; and DOES 1
through 10, inclusive,

Defendants.

CASE NO. 20STCV36466

Assigned to the Hon. Gary Y. Tanaka

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: January 31, 2023

Time: 8:30 a.m.

Place: Department B

FILED
Superior Court of California
County of Los Angeles
01/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By: J. Ahn Deputy

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1 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
2 the Court finds that the settlement was reached following meaningful discovery and investigation
3 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
4 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
5 adequate, and reasonable.

6 7. In so finding, the Court has considered all evidence presented, including evidence
7 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
8 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
9 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
10 sufficient information about the nature and magnitude of the claims being settled, as well as the
11 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
12 which the Parties have agreed.

13 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
14 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
15 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
16 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
17 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
18 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
19 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
20 provides Class Members with fair and adequate relief.

21 9. The Settlement Agreement is not an admission by Defendant or by any other Released
22 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
23 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
24 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
25 as, an admission or finding of any fault, wrongdoing, omission, concession, waiver of defenses, or
26 liability whatsoever by or against Defendant or any of the other Released Parties. In the event the
27 Judgment is overturned, reversed, not affirmed in its entirety, or never becomes final, the Settlement
28 Date does not occur, or the Settlement Agreement is nullified or modified for any reason, Defendant

1 does not waive any and all rights, including its right to oppose class certification. The Settlement
2 Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an
3 action or proceeding to approve, interpret, or enforce the Settlement Agreement.

4 10. Final approval shall be with respect to: All current and former hourly, non-exempt
5 employees of Defendant in California from July 17, 2019 through January 7, 2022.

6 11. Plaintiff Natasha Amaral is an adequate and suitable representative and is hereby
7 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
8 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
9 Settlement Class, and that her interests are aligned with those of the Settlement Class.

10 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
11 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
12 claims arising out of her employment with Defendant.

13 13. The Court finds that the attorneys at Capstone Law APC have the requisite
14 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
15 Court therefore finds that Plaintiff's counsel satisfy the professional and ethical obligations attendant to
16 the position of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement
17 Class.

18 14. The settlement of civil penalties under PAGA in the amount of \$10,000 is hereby
19 approved. Seventy-Five Percent (75%), or \$7,500, shall be paid to the California Labor and Workforce
20 Development Agency. The remaining Twenty-Five Percent (25%), or \$2,500, is added to the Class &
21 PAGA Fund and will be paid to PAGA Settlement Group Members in accordance with the Settlement
22 Agreement.

23 15. The Court hereby awards \$170,667 in attorneys' fees and \$17,884.49 in costs and
24 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
25 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
26 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
27 fees via their lodestar crosscheck, and the Court finds that the rates and hours billed are fair and
28 reasonable. The Court also finds that the fee award is appropriate in light of the benefit obtained for the

1 class and the efficiency with which class counsel conducted the litigation.

2 16. The Court approves settlement administration costs and expenses in the amount of
3 \$10,000 to CPT Group, Inc.

4 17. Because all Class Members were given adequate notice of the settlement, a full and fair
5 opportunity to participate in the Final Approval hearing, and a full and fair opportunity to exclude
6 themselves from the proposed settlement and the Settlement Class, all Participating Class Members have
7 hereby released and forever discharged the Released Parties for any and all Released Class Claims as set
8 forth in Paragraph 34(a) of the Settlement Agreement:

9 Upon the Settlement Date, and except as to such rights or claims as may be created
10 by this Agreement, Plaintiff and each Participating Class Member (the “**Releasing**
11 **Parties**”) fully release and discharge UNIFY, its present, former, and future
12 parents, its subsidiaries, affiliates, predecessors, successors and assigns, and each
13 of their respective past and present members, shareholders, directors, officers,
14 employees, agents, servants, registered representatives, insurers and attorneys
15 (collectively hereafter, the “**Released Parties**”) from any and all claims, debts,
16 liabilities, demands, obligations, guarantees, actions, or causes of action of
17 whatever kind or nature, whether known or unknown, from July 17, 2019, through
18 January 7, 2022, that were or could reasonably have been alleged in the PAGA
19 Notice, the PAGA Complaint, and/or the First Amended Complaint based on the
20 facts alleged (hereinafter, the “**Released Claims**”), including those arising out of
21 or related to all claims based on failure to pay overtime and double-time wages,
22 failure to pay meal period and/or rest period premium compensation, failure to
23 provide the underlying meal and rest periods, waiting time penalties for failure to
24 pay all wages due upon termination of employment, failure to pay wages timely
during employment, failure to provide compliant wage statements, and violation
of California Business & Professions Code Section 17200 *et seq.*, including all
related claims of any kind for premium pay, liquidated damages, statutory
penalties, civil penalties, restitution, interest, injunctive relief, punitive damages,
other damages, costs, expenses, and attorneys’ fees arising from the alleged
violation of any provision of common law or statutory law which were or could
have been raised as part of Plaintiff’s claims, including but not limited to claims
under California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7,
256, 450, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198,
2698, *et seq.*, and 2802, all provisions of the California Industrial Welfare
Commission Wage Orders that provide the same or similar protection(s)
(including but not limited to those sections of the Wage Orders pertaining to the
provision of suitable seating), and Section 17200 *et seq.* of the California Business
and Professions Code.

25 18. Additionally, all PAGA Settlement Group Members and the LWDA have released and
26 forever discharged the Released Parties for any and all Released PAGA Claims, as set forth in Paragraph
27 34(b) of the Settlement Agreement:

28 Upon the Settlement Date, and except as to such rights or claims as may be created

1 by this Agreement, Plaintiff and each PAGA Settlement Group Member expressly
2 waive, relinquish, and release any and all rights, demands, and claims for any and
3 all PAGA remedies reasonably arising from or related to any of the underlying
4 claims that were or could have been brought in this Action based on the facts
5 alleged, including any right, claim, or demand for civil penalties for alleged
6 violations of the California Labor Code from July 17, 2019, through January 7,
2022, that were asserted in the PAGA Notice, the PAGA Complaint, and/or the
First Amended Complaint. Plaintiff and PAGA Settlement Group Members will
be bound by this PAGA Release even if they, or any of them, request to be
excluded from the Settlement in accordance with Paragraph 31, above [of the
Settlement Agreement].

7 19. Without affecting the finality of the Order, the Court shall retain exclusive and
8 continuing jurisdiction over the above-captioned action and the parties, including all Participating
9 Settlement Members and PAGA Settlement Group Members, for purposes of enforcing the terms of the
10 Judgment entered concurrently herewith.

11 20. Plaintiff shall file a declaration from the Settlement Administrator regarding the
12 completion of settlement administration activities no later than October 16, 2023, as well as an amended
13 judgment re cy pres distribution.

14 21. Plaintiff shall give notice of this Order to Class Members, pursuant to rule 3.771 of the
15 California Rules of Court, by posting an electronic copy of this Order on the Settlement Administrator's
16 website.

17
18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19 Dated: 01/31/2023



Gary Y. Tanaka

Hon. Gary Y. Tanaka
Los Angeles County Superior Court Judge
Gary Y. Tanaka / Judge