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Attorneys for Plaintiff
EDNA GUADARRAMA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EDNA GUADARRAMA, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

POINT LOMA CREDIT UNION, a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2019-00038173-CU-OE-CTL

*Assigned for All Purposes to: Hon. Ronald F.
Frazier, Dept. C-65*

**NOTICE OF ENTRY OF FINAL
ORDER AND JUDGMENT**

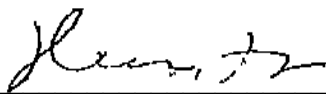
Complaint Filed: July 23, 2019
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on June 7, 2022, the Honorable Ronald F. Frazier, in
3 Department C-65 in the above-entitled Court, located at 330 W Broadway, San Diego, CA 92101,
4 executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Judgment which has an execution date of June 7, 2022.

6
7 Dated: June 29, 2022

PROTECTION LAW GROUP, LLP

8
9 By: 

10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiff*
13 EDNA GUADARRAMA
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EXHIBIT A

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Case No.: 37-2019-00038173-CU-OE-CTL

*Assigned for All Purposes to: Hon. Ronald F.
Frazier, Dept. C-65*

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: May 20, 2022
Hearing Time: 8:30 a.m.
Dept: C-65

Complaint Filed: July 23, 2019
Trial Date: None Set

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/23/2022 at 01:59:00 PM

Clerk of the Superior Court
By Adriana Ive Anzalone, Deputy Clerk

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on May 20, 2022, for a hearing and Final Order Approving Class Action Settlement and Judgment
4 (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
5 Order”), and as set forth in the Joint Stipulation of Class Action Settlement (hereinafter
6 “Settlement Agreement” or “Settlement”), and due and adequate notice having been given to all
7 Class Members as required in the Preliminary Approval Order, and the Court having considered
8 all papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Settlement
11 Agreement.

12 2. Consistent with the definitions provided in the Settlement Agreement, the term
13 “Class” and “Class Members” shall mean the following: “All current and former non-exempt
14 employees employed by My Point Credit Union (formerly known as Point Loma Credit Union)
15 in California from July 23, 2015 to December 1, 2020.”

16 3. This Court has jurisdiction over the subject matter of this Action and over all
17 Parties to this Action, including all Class Members.

18 4. Distribution of the Class Notice directed to the Class Members as set forth in the
19 Settlement Agreement and the other matters set forth therein has been completed in conformity
20 with the Preliminary Approval Order, including individual notice to all Class Members who could
21 be identified through reasonable effort, and the best notice practicable under the circumstances.
22 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
23 therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons
24 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
25 All Class Members and all Released Claims are covered by and included within the Settlement
26 and this Final Order.

27 5. The Court hereby finds the Settlement Agreement was entered into in good faith
28 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The

1 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has
2 satisfied the standards and applicable requirements for final approval of this class action
3 settlement under California law, including the provisions of California Code of Civil Procedure
4 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
5 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6 6. The Court hereby approves the Settlement set forth in the Settlement Agreement
7 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
8 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
9 has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
10 Court further finds that the Parties have conducted extensive investigation and research, and
11 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
12 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
13 and risks that would be presented by the further prosecution of the Action. The Court has
14 reviewed the benefits that are being granted as part of the Settlement and recognizes the
15 significant value to the Class Members. The Court also finds that the Class is properly certified
16 as a class for settlement purposes only.

17 7. According to the terms of the Settlement Agreement, all Participating Class
18 Members shall fully release and discharge MyPoint Credit Union (formerly known as Point Loma
19 Credit Union) and all of its past and present owners, officers, directors, shareholders, employees,
20 agents, assigns, attorneys, insurers, brands and concepts, parent companies, subsidiaries, and
21 affiliates, and their respective predecessors, successors, assigns, and any individual or entity that
22 could be jointly liable with Defendant, without limitation (the “Released Parties”) from all claims
23 for wages, damages, liquidated damages, penalties, benefits, fringes, interest, attorney fees,
24 litigation costs, restitution, or equitable relief, which Plaintiff, the Class, and/or any Class Member
25 had, or may claim to have, against any of the Released Parties, that were alleged or could have
26 been alleged arising out of the facts and primary rights at issue in Complaint during the Class
27 Period, including claims for (1) Violation of California Labor Code sections 510 and 1198
28 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid

Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code section 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code section 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code sections 17200, *et seq.*; and, (11) all claims under PAGA or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Complaint, including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 (collectively the “Released Claims”). The Released Claims expressly exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period. The release of the Released Claims shall be applicable for the period between July 23, 2015 and December 1, 2020 (the “Class Period”). All PAGA Members shall release all claims under the Private Attorney General Act (“PAGA”), California Labor Code section 2698 *et. seq.*, that could have been premised on the claims, causes of action or legal theories described the operative Complaint during the PAGA Period (July 23, 2018 to December 1, 2020).

8. Named Plaintiff Edna Guadarrama, for herself only, also fully releases the Released Parties from any and all Released Claims and also generally releases and discharges the Released Parties from all claims related to her employment or alleged employment with Defendant including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section. Specifically, Plaintiff Edna Guadarrama waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

1 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
2 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
3 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
4 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
5 DEBTOR OR RELEASED PARTY.

6 9. No Class Member objected to the terms of the Settlement.

7 10. No Class Member requested to be excluded from the terms of the Settlement.

8 Accordingly, 233 Participating Class Members are bound by this Judgment.

9 11. The Court finds the settlement payments provided for under the Settlement
10 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
11 the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of
12 \$575,00.00 within fourteen (14) calendar days of the Effective Date as set forth in the Settlement
13 Agreement to provide payments for Settlement Checks to all Participating Class Members and all
14 PAGA Members, the PAGA Penalties to the to the California Labor and Workforce Development
15 Agency pursuant to Labor Code Section 2698, *et seq.*, the Class Representative Service Award to
16 Plaintiff, Class Counsel's Fees and Costs, and the Settlement Administrator's Costs. The
17 calculations and the payments shall be made administered in accordance with the terms of the
18 Settlement Agreement.

19 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
20 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
21 in the amount of thirty-three percent (33%) from the Gross Settlement Amount (\$189,750.00) and
22 attorneys' costs in the amount of \$18,381.37 from the Gross Settlement Amount as final payment
23 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
24 Class Counsel and any other person or entity related to the Action. The Court further orders that
25 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
26 to the terms of the Settlement Agreement.

27 13. The Court hereby approves and orders a Class Representative Service Award of
28 \$5,000.00 to named Plaintiff Edna Guadarrama from the Gross Settlement Amount in accordance

1 with the terms of the Settlement Agreement.

2 14. The Court approves and orders the payment in the amount of \$45,000.00 (75% of
3 \$60,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
4 Agency for penalties arising under the PAGA. The remaining \$15,000.00 (25% of \$60,000) shall
5 be distributed to PAGA Members as set forth in the Settlement Agreement.

6 15. The Court also hereby approves and orders payment from the Gross Settlement
7 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
8 Simpluris in the amount of \$3,995.00.

9 16. The Court hereby approves and orders payment of individual settlement payments
10 from the Net Settlement Amount (\$297,873.63) to the Participating Class Members on a *pro rata*
11 basis as set forth in the Settlement Agreement.

12 17. The Court also hereby approves and orders that any checks distributed from the
13 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
14 days after being issued will be transferred to the California State Controller's Office pursuant to
15 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no
16 "unpaid residue" under California Code of Civil Procedure section 384 will result from the
17 Settlement.

18 18. Provided the Settlement becomes effective under the terms of the Settlement
19 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
20 individual settlement payments, attorneys' fees and costs, and Class Representative Service
21 Award is as set forth in the Settlement Agreement.

22 19. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
23 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
24 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
25 Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and
26 specifically denies it has violated any federal, state, or local law; violated any regulations or
27 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
28 requirements; breached any contract; violated or breached any duty; engaged in any

misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

20. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

21. The Court sets a compliance hearing for December 2, 2022 at 8:30 a.m. in this department. The Court requests that Plaintiff file the settlement administrator's report on or before November 18, 2022.

22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 06/07/2022



HON. RONALD F. FRAZIER
JUDGE OF THE SUPERIOR COURT