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Arby Aiwazian (SBN 269827)
arby@calljustice.com
Joanna Ghosh (SBN 272479)
joanna@calljustice.com
Elizabeth Parker-Fawley (SBN 301592)
elizabeth@calljustice.com
Ani Menedjian (SBN 360616)
ani@calljustice.com
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSELYN CORREA, individually, and on behalf
of other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

FINANCIAL PARTNERS CREDIT UNION, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
07/28/2025
David W. Stryker, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No.: 21STCV07183
Honorable Stuart M. Rice
Department 1

CLASS ACTION

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

Date: July 25, 2025
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: February 24, 2021
FAC filed: July 29, 2024
Trial Date: None Set

PROPOSED ORDER

Plaintiff Joselyn Correa’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) came on for hearing on July 25, 2025 at 10:30 a.m. in Department 1 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012. Parker & Minne, LLP and Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Jackson Lewis P.C. appeared on behalf of Defendant Financial Partners Credit Union (“Defendant”).

On February 5, 2025, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the above-entitled Action in accordance with the Class Action and PAGA Settlement Agreement and Class Notice (the “Original Settlement Agreement”) and the First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (the “Amendment;” collectively, the Amendment and the Original Settlement Agreement are referred to herein as the “Settlement” or “Settlement Agreement”) which, together with the exhibits thereto, set forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members and Aggrieved Employees as required in the Preliminary Approval Order, and the Court having considered the Settlement Agreement, Plaintiff’s Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Pursuant to California law, the Court hereby grants final approval of the Agreement. The Agreement is hereby deemed incorporated into this Order and Judgment. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and Aggrieved Employees.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

1 All current and former hourly-paid or non-exempt employees of Defendant in California
2 employed at any time during the period from February 24, 2017 through January 31,
3 2024.

4 4. The Court hereby confirms Arby Aiwasian, Joanna Ghosh, and Yasmin Hosseini of
5 Lawyers for Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne, LLP as Class Counsel.

6 5. The Court concludes that distribution of the Class Notice to the Class Members and
7 Aggrieved Employees as set forth in the Agreement and the other matters set forth therein has been
8 completed in conformity with the Preliminary Approval Order, and constituted the best notice
9 practicable under the circumstances. The Court concludes that the Administrator, Phoenix Settlement
10 Administrators, took all reasonable and necessary steps to locate and notify each Class Member of the
11 Agreement, as required in the Preliminary Approval Order. The Class Notice fully and accurately
12 informed the Class of all material elements of the Settlement and their opportunity to object or
13 comment thereon; was the best notice practicable under the circumstances; was valid, due and
14 sufficient notice to all Class Members and Aggrieved Employees; and complied fully with the laws of
15 the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process,
16 and other applicable law. The Class Notice fairly and adequately described the Settlement and
17 provided Class Members and Aggrieved Employees adequate instructions and a variety of means to
18 obtain additional information.

19 6. The Court hereby finds the Agreement was entered into in good faith pursuant to and
20 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in
21 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are
22 adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
23 standards and applicable requirements for final approval of this class action settlement under
24 California law, including the provisions of California Code of Civil Procedure section 382 and Federal
25 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
26 *Court*, 4 Cal.3d 800, 821 (1971).

27 7. The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable,
28 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement

1 was reached following meaningful formal and informal discovery and investigation by Class Counsel;
2 that the Settlement is the product of intensive, serious, and non-collusive arms-length negotiations
3 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
4 reasonable. In so finding, the Court has considered all of the evidence presented, including evidence
5 regarding the strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense,
6 complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims
7 through class certification, trial, and appeals; the amount offered in the Settlement and the benefit
8 provided to Class Members and Aggrieved Employees; the extent of investigation and formal and
9 informal discovery completed; the experience and views of Class Counsel; and the absence of
10 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby directs
11 that the Settlement be affected in accordance with the Agreement and the terms and conditions set
12 forth in this Judgment.

13 8. A full opportunity has been afforded to Class Members and Aggrieved Employees to
14 participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the
15 Court determines that all Class Members who did not timely and properly request exclusion from the
16 Settlement ("Participating Class Members") are bound by the Settlement and by this Judgment.

17 9. The deadline for Class Members to request to be excluded from the Agreement was
18 April 21, 2025. The extended response deadline for Class Members whose Class Notice was remailed
19 was May 5, 2025. The Court hereby finds that Class Member Crystal Lofton has timely requested to
20 be excluded from the Agreement and is not bound by this Judgment.

21 10. The deadline for Class Members to submit written objections to the Agreement was
22 April 21, 2025. The extended response deadline for Class Members whose Class Notice was remailed
23 was May 5, 2025. The Court hereby finds that there have been zero (0) objections to the Agreement.
24 The Court also finds that there were zero (0) objections at the hearing on Final Approval.

25 11. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
26 and all employer taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and all
27 Participating Class Members, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released

Parties from all claims under state, federal, or local law, arising out of the claims expressly pleaded in the operative complaint in the Class Action or that could have been pleaded based on the allegations in the operative complaint in the Class Action, arising during the Class Period, including and not limited to claims under the California Labor Code, Wage Orders, regulations, and/or other provisions of law for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204,210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200

12. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”) alleged in Plaintiff’s PAGA Notice and operative complaint in the Class Action, arising during the PAGA Period, for Defendant’s alleged: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 21 O; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) failure to provide one day’s rest in seven days; and (11) failure to pay reporting time pay.

1 13. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
2 and all employer taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and her
3 respective former and present spouses, representatives, agents, attorney, heirs, administrators,
4 successors, and assigns generally, release and discharge Released Parties from all claims, transactions,
5 or occurrences, whether known or unknown, which exist or may exist on her behalf as of the date of
6 the Agreement, including but not limited to tort claims, contract claims, wage claims, wrongful
7 termination claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
8 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
9 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
10 law, regulation or ordinance, as well as all claims that were, or reasonably could have been, alleged
11 based on the facts contained in the Class Action Complaint, and all claims that were, or reasonably
12 could have been, alleged based on the facts contained in the PAGA Notice and PAGA Complaint, or
13 ascertained during the Action and released under Sections 5.2 and 5.3 of the Agreement. Plaintiff has
14 expressly waived all rights and benefits afforded by California Civil Code Section 1542, which
15 provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
17 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
18 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
19 HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
20 WITH THE DEBTOR OR RELEASED PARTY.

21 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than
22 or different from the facts now believed to be true, the release of claims contained herein shall be
23 effective as to all unknown claims. This release specifically excludes claims for unemployment
24 insurance, state disability benefits, social security, and workers compensation (with the exception of
25 claims arising pursuant to California Labor Code Sections 132(a) and 4553).

26 14. The Court finds the settlement payments provided for under the Agreement to be fair
27 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court
28 orders Defendant to fund the Gross Settlement Amount of \$1,450,000.00 no later than thirty (30)

1 days after entry of this Judgment to provide payments for Individual Class Payments to Participating
2 Class Members, Individual PAGA Payments to Aggrieved Employees, the Class Representative
3 Service Payment to Plaintiff, Class Counsel Fees Payment and Class Counsel Litigation Expenses
4 Payment to Class Counsel, Administration Expenses Payment to the Settlement Administrator, and
5 LWDA PAGA Payment to the LWDA. The Court further orders Defendant to separately pay any
6 and all employer payroll taxes owed on the wages portion of the Individual Class Payments.
7 Defendant shall fund and the Settlement Administrator shall distribute these amounts in accordance
8 with the terms of the Agreement.

9 15. Pursuant to the terms of the Agreement, and the authorities, evidence, and argument
10 submitted by Class Counsel, the Court hereby awards a Class Counsel Fees Payment in the amount of
11 ~~\$507,500.00~~ \$483,333.33, and awards a Class Counsel Litigation Expenses Payment for costs incurred by Class
12 Counsel in the amount of \$22,565.41 from the Gross Settlement Amount. The award of attorneys'
13 fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and
14 costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
15 Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the
16 Administrator pursuant to the separate and independent agreement between Class Counsel.

17 16. The Court hereby approves and orders a Class Representative Service Payment of
18 \$7,500.00 to Plaintiff Joselyn Correa from the Gross Settlement Amount in accordance with the terms
19 of the Agreement.

20 17. The Court finds that the settlement of the Released PAGA Claims for \$150,000.00,
21 which is designated and allocated as penalties under the California Labor Code Private Attorneys
22 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further
23 approves allocation and payment of the PAGA Penalties as follows: \$112,500.00 (75% of
24 \$150,000.00) to the California Labor and Workforce Development Agency, and \$37,500.00 (25% of
25 \$150,000.00) to Aggrieved Employees on a *pro rata* basis as set forth in the Agreement. One hundred
26 percent (100%) of the amounts distributed to Aggrieved Employees as penalties under PAGA shall be
27 reported on an IRS Form-1099.

28 18. The Court also hereby approves and orders payment from the Gross Settlement Amount

1 for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix
2 Settlement Administrators, in the amount of \$9,554.72.

3 19. The Court hereby approves and orders payment of Individual Class Payments from the
4 Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the
5 Agreement.

6 20. The Court also hereby approves and orders that any checks distributed from the Gross
7 Settlement Amount that remain uncashed after one hundred and eighty (180) calendar days after being
8 issued shall be void. If any settlement checks remain uncashed after the void date, the Administrator
9 shall transmit the funds represented by such checks to California State Controller's Unclaimed
10 Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the
11 requirements of the California Code of Civil Procedure Section 384, subd. (b).

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

19 22. A ^{non-appearance}~~post-approval~~ final accounting hearing shall be held on
20 May 15, 2026 at 9:00 a.m./~~p.m.~~. Class Counsel shall submit a final
21 report on the disbursement of settlement payments ~~by~~ five court days prior to the hearing. The
22 court orders that at the time of the final accounting that Class Counsel transmit a copy of this order
23 and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code
24 68520).

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23. Plaintiff shall file a formal notice of entry of this Judgment and serve the same on the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.



Amal Kumar

Dated: 07/28/2025

By:

Samantha Jessner / Judge

The Honorable ~~Stuart M. Rice~~
Judge of The Superior Court