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11 Attorneys for Representative Plaintiff
12 and the Plaintiff Class

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

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 ANITA RAGANO, individually, and
16 on behalf of all others similarly
17 situated,

18 Plaintiff,

19 vs.

20 URBAN LENDING SOLUTIONS,
21 LLC., and DOES 1 through 100,
22 inclusive

23 Defendant.

Case No. BC604856

CLASS ACTION

FINAL JUDGMENT AND ORDERS:

- (1) GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT;
- (2) AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
- (3) AWARDING ENHANCEMENT TO THE REPRESENTATIVE PLAINTIFF; AND
- (4) AWARDING REIMBURSEMENT OF SETTLEMENT ADMINISTRATION FEES AND COSTS
- (5) SETTING OSC RE: COMPLIANCE

Date: June 15, 2017

Time: 11:00 a.m.

Dept.: 323

Judge: Honorable Elihu M. Berle

24 Plaintiff's motion for an order finally approving the Class Action Settlement Agreement (the
25 "Agreement) and for an award of attorneys' fees duly came on for hearing on June 15, 2017 before
26 the Honorable Elihu M. Berle, Judge of the above entitled Court. Kevin Barrett of Scott Cole &
27 Associates, APC appeared on behalf of Plaintiff Anita Ragano ("Plaintiff") and the Settlement Class.
28 Sean McLoughlin of Hill Farrer & Burrill LLP appeared on behalf of Urban Fulfillment Services,

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Superior Court of California
County of Los Angeles

JUN 16 2017

Sharon R. Carter, Executive Officer/Clerk
By: Martha Cervantes, Deputy

FAXED

1 LLC, formerly known as Prodovis Mortgage, LLC, and incorrectly named in the Action (defined
2 below) as defendant Urban Lending Solutions, LLC ("Defendant").

3 I.

4 FINDINGS

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

- 7 1. All terms used herein shall have the same meaning as defined in the Agreement.
8 2. This Court has jurisdiction over the subject matter of this litigation pending before the
9 California Superior Court for the County of Los Angeles, Case No. BC604856 entitled *Ragano v.*
10 *Urban Lending Solutions, LLC*, and over all Parties to this litigation, including the Settlement Class.

11 **Preliminary Approval of the Settlement**

- 12 3. On February 27, 2017, the Court granted preliminary approval of a class-wide
13 settlement. At this same time, the Court approved certification of a provisional Settlement Class for
14 settlement purposes only.

15 **Notice to Plaintiffs**

- 16 4. In compliance with the Preliminary Approval Order, the Class Notice Package was
17 mailed by first class mail to the Plaintiff Class members at their last known addresses on or about
18 March 17, 2017. Mailing of the Class Notice and Claim Form to their last known addresses was the
19 best notice practicable under the circumstances and was reasonably calculated to communicate
20 actual notice of the litigation and the proposed settlement to the Plaintiff Class.

- 21 5. In response to the Class Notice, two hundred and one (201) members of the Plaintiff
22 Class submitted Claim Forms, of whom one hundred ninety eight and will receive an Individual
23 Settlement Share. The deadline for opting out or objecting was May 16, 2017. There was an
24 adequate interval between notice and deadline to permit Plaintiff Class members to choose what to
25 do and act on their decision. No Plaintiff Class members opted out, and no Plaintiff Class members
26 objected.

Fairness of Settlement

6. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996).

- a. There has been no collusion between the parties in reaching the proposed settlement.
- b. Plaintiff's investigation and discovery have been sufficient to allow the court and counsel to act intelligently.
- c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.
- d. The percentage of objectors and requests for exclusion is small. Zero objections were received. Zero requests for exclusion were received.
- e. The participation rate was high, at 54.6%. Two hundred one (201) Plaintiff Class members submitted Claim Forms.
- f. The distribution to Plaintiff Class members will be high. The total amount that will have been paid to Plaintiff Class members by Defendant is \$246,672.10, representing 88.54% of the Net Settlement Fund.

7. The consideration to be given to the Settlement Class members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is far, reasonable and adequate compensation for the release of Settlement Class members' claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action.

8. The proposed Agreement is approved as fair, adequate and reasonable and in the best interests of the Settlement Plaintiff Class members.

Attorneys' Fees

9. The Agreement provides for an award of up to \$158,333.33 to Class Counsel as attorneys' fees in this action, representing 33% of the Gross Settlement Fund, plus actual costs, subject to the Court's approval. Class Counsel requests an award of \$15,834.62 as reimbursement for litigation costs, and \$158,333.33 for attorneys' fees.

10. An award of \$158,333.33 for attorneys' fees and \$15,835.62 for litigation costs is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fees award represents 33% of the Gross Settlement Fund and is equivalent to Class Counsel's lodestar with a .94 multiplier, which is reasonable.

Enhancement Award

11. The Agreement provides for an Enhancement Award of up to \$5,000 for Plaintiff from the Gross Settlement Amount, subject to the Court's approval. The Court finds that a service award of \$5,000 to Plaintiff is reasonable in light of the risks and burdens undertaken by Plaintiff in this Action and for her time and effort in bringing and prosecuting this matter on behalf of the Plaintiff Class.

Cost of Settlement Administration

12. The Agreement provides for payment of settlement administration expenses from the Gross Settlement Amount. The Settlement Administrator has documented \$11,196 in Claims Administration Expenses. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator.

PAGA Payment

13. The Agreement provides for a PAGA payment of \$1,875, which is allocated to the California Labor and Workforce Development Agency ("LWDA").

II.

ORDERS & FINAL JUDGMENT

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Settlement Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

All persons who are and/or were employed as hourly non-exempt employees by Defendant in Westlake Village, California at any time from April 1, 2014 through March 31, 2016, inclusive.

2. All persons who meet the foregoing definition and did not exclude themselves from the Agreement are members of the Settlement Class.

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

4. Class Counsel are awarded attorneys' fees in the amount of \$158,333.33 and litigation costs in the amount of \$15,835.62. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Settlement Class.

5. The payment of the Enhancement Award in the amount of \$5,000 for the Representative Plaintiff, Anita Ragano, is approved.

6. The payment of \$11,196 to the Settlement Administrator for settlement administration services is approved and the PAGA payment of \$1,875 to LWDA is approved.

7. Final Judgment in this action is hereby entered. The Final Judgment shall bind each Settlement Class member. The Final Judgment shall operate as a full release and discharge of the released claims against the Releasees. All rights to appeal the Final Judgment have been waived. The Final Judgment and Final Approval Order shall have *res judicata* effect and bar all Settlement Class members from bringing any action asserting Settlement Class members' released claims under the Agreement. This Final Judgment and Final Approval Order shall bar any Settlement Class member, the State of California and its LWDA, and any other person or allegedly aggrieved employee acting on behalf of the State of California or its LWDA, from seeking or recovering any civil penalty provided by the Labor Code, including without limitation any civil penalty provided by Labor Code section 2699(a) or (f); from Defendants or any of the Releasees based on any act or omission alleged in the Complaint or based on any violation of the Labor Code occurring before the date of this Final Judgment.

8. The Agreement and Settlement are not an admission by Defendant, nor is this Final Judgment and Final Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant. Neither this Final Approval Order, the Final Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or

1 liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant and shall not be offered
4 in evidence in any action or proceeding against Defendant in any court, administrative agency or
5 other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval
6 Order, the Final Judgment, the Agreement, or any related agreement or release. Notwithstanding
7 these restrictions, any of the released parties may file in the Action or any other proceeding this Final
8 Approval Order, the Final Judgment, the Agreement, or any other papers and records on file in the
9 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release,
10 or other theory of claim or issue preclusion or similar defense as to the released claims. Nothing set
11 forth in this Order shall be construed to modify the absolute obligation of the Representative Plaintiff
12 to dismiss with prejudice, upon payment of the settlement amount set forth in the settlement
13 agreement, all of their claims set forth in this action including, without limitation, the claims set forth
14 in the Second, Fourth, and Fifth causes of action.

15 9. Notice of entry of this Final Approval Order and the ensuing Final Judgment shall be
16 given to Class Counsel on behalf of Plaintiffs and all Settlement Class members. It shall not be
17 necessary to send notice of entry of this Final Approval Order or the ensuing Final Judgment to
18 individual Settlement Class members. The time for any appeal shall run from service of notice of
19 entry of the Final Approval Order and Final Judgment on Class Counsel by Defendant.

20 10. Following this entry of Final Judgment, the Court shall retain jurisdiction to construe,
21 interpret, implement, and enforce the Agreement, enforce the Final Judgment, to hear and resolve
22 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
23 dispute arising from or in connection with the distribution of settlement benefits.

24 11. The Court issues an Order to Show Cause Re: Compliance with this Final Judgment
25 and Final Approval Order and sets a non-appearance hearing for March 1, 2018. A declaration from
26 the Settlement Administrator attesting to compliance with the approved distribution of settlement
27 proceeds to Qualified Claimants, Plaintiff Anita Ragano, Class Counsel and the Settlement
28 Administrator shall be filed with the Court by February 22, 2018.

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1 12. If the Agreement does not become final and effective in accordance with the terms of
2 the Agreement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant
3 consistent with the terms of the Agreement, then this Final Approval Order, the Final Judgment, and
4 all orders entered in connection herewith shall be rendered null and void and shall be vacated.

5 JUN 16 2017

6 Dated: _____

7 ELIHU M. BERLE

8 By: _____

The Honorable Elihu M. Berle
Judge of the Superior Court

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PROOF OF SERVICE

I, Janice Warren, declare:

I am a resident of the state of California and over the age of eighteen years, and not a party to the within action; my business address is Hill, Farrer & Burrill LLP, One California Plaza, 37th Floor, Los Angeles, California 90071-3147. On June 22, 2017, I served the within documents:

NOTICE OF ENTRY OF FINAL JUDGMENT AND FINAL APPROVAL ORDERS

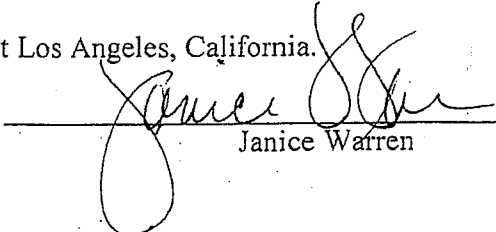
- ☐ by transmitting via electronic mail the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- ☐ by causing personal delivery by Delivery Service of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed _____ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Delivery Service agent for delivery.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Scott Edward Cole, Esq.
Matthew R. Bainer, Esq.
SCOTT COLE & ASSOCIATES, APC
1970 Broadway, Ninth Floor
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 22, 2017, at Los Angeles, California.


Janice Warren

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