

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 18 2026

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

HOLLIE COLEMAN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

v.

FLAGSTAR BANK N.A., a Michigan
Corporation; NEW YORK COMMUNITY
BANCORP, INC., a New York
Corporation; DESERT COMMUNITY
BANK and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2309384
*[Assigned to Hon. ~~Christian Towns~~, Dept S26,
for all purposes]*

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

Plaintiff Hollie Coleman's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Joint Stipulation and Settlement Agreement of Class Action and Representative Action Claims (the "Settlement Agreement") came for hearing in Department S26 of the above-entitled court. The Final Approval Motion was unopposed by Defendants Flagstar Bank N.A. (also previously Flagstar Bank, FSB, erroneously named as Desert Community Bank); and Flagstar Financial, Inc. (previously New York Community Bancorp, Inc.) (collectively, "Defendants"). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

1 having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds
2 that the Settlement Agreement was entered by all parties in good faith, and the Settlement
3 Agreement is approved. Due and adequate notice having been given to the Class, and the Court
4 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
5 oral and written comments received regarding the proposed settlement, and having reviewed the
6 record in this Litigation, and good cause appearing,

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

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the Class
11 Representative, the Class Members, and Defendants. The Court finally appoints Plaintiff as Class
12 Representative, and further appoints Brian Mankin and Misty Lauby of Lauby Mankin Lauby
13 LLP as Class Counsel.

14 3. For purposes of effectuating this Order and Judgment, this Court has certified the
15 following class: “All current and former nonexempt, employees employed by Defendants in
16 California at any time during the Settlement Class Period of April 27, 2019, through April 19,
17 2025.” The Court deems this definition sufficient for purposes of California Rules of Court, rule
18 3.765(a).

19 4. As set forth in the Settlement Agreement, PAGA Employees includes: “all current
20 and former nonexempt, employees employed by Defendants in California at any time during the
21 PAGA Period of April 26, 2022, through April 19, 2025.

22 5. The Court finds that the distribution of the Class Notice (attached as Exhibit “A”
23 to the Declaration of Taylor Mitzner), as provided for in the Order Granting Preliminary
24 Approval for the Settlement, constituted the best notice practicable under the circumstances to all
25 Class Members and fully met the requirements of California law and due process under the
26 California and United States Constitution. Based on evidence and other material submitted, the
27 actual notice to the class was adequate.
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1 6. The Court finds that the instant Action presented a good faith dispute of the
2 claims alleged, and the Court finds in favor of settlement approval.

3 7. The Released Class Claims on behalf of the Participating Class Members
4 included:

5 All claims that were alleged in the Lawsuit, or that reasonably could have
6 been alleged based upon the facts stated in the Lawsuit, including: (1)
7 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure
8 to provide meal periods; (4) failure to provide rest breaks; (5) failure to
9 reimburse business expenses; (6) failure to timely pay final wages; (7)
10 failure to provide accurate itemized wage statements (8) Unfair and
11 Unlawful Competition (Business and Professions Code § 17200 *et seq.*),
12 and those claims predicated on the same or similar facts and/or claims
13 alleged in the Lawsuit, as well as any claims that could have been pled under
14 California common law, the federal law, and the California Business and
15 Professions Code alleged which arise from the same or similar facts pled in
16 the Lawsuit, and claims for interest, penalties (including but not limited to
17 waiting time penalties), as well as any claims under the California Labor
18 Code for violations of Labor Code sections 200, 201, 202, 203, 204, 204.1,
19 208, 210, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 256,
20 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
21 2802; applicable IWC Wage Orders; and California Code of Regulations,
22 Title 8, sections 11000 *et seq.*, including claims for injunctive relief,
23 declaratory relief, restitution, which reasonably could have been alleged
24 under the facts, allegations and/or claims pleaded in the Lawsuit.

25 8. The Released PAGA Class included:

26 All claims that were alleged in the Lawsuit, or that reasonably could have
27 been alleged based upon the facts stated in the Lawsuit, including: (1)
28 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure

1 to provide meal periods; (4) failure to provide rest breaks; (5) failure to
2 reimburse business expenses; (6) failure to timely pay final wages; (7)
3 failure to provide accurate itemized wage statements (8) Unfair and
4 Unlawful Competition (Business and Professions Code § 17200 *et seq.*),
5 and those claims predicated on the same or similar facts and/or claims
6 alleged in the Lawsuit, as well as any claims that could have been pled under
7 California common law, the federal law, and the California Business and
8 Professions Code alleged which arise from the same or similar facts pled in
9 the Lawsuit, and claims for interest, penalties (including but not limited to
10 waiting time penalties), as well as any claims under the California Labor
11 Code for violations of Labor Code sections 200, 201, 202, 203, 204, 204.1,
12 208, 210, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 256,
13 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
14 2802; applicable IWC Wage Orders; and California Code of Regulations,
15 Title 8, sections 11000 *et seq.*, including claims for injunctive relief,
16 declaratory relief, restitution, which reasonably could have been alleged
17 under the facts, allegations and/or claims pleaded in the Lawsuit.

18 9. There were no Objections and no Requests for Exclusion from the Settlement. As
19 such, all Class Members are Participating Class Members who are entitled to an Individual Class
20 Payment, pursuant to the Settlement and this Judgment. Furthermore, all PAGA Employees are
21 entitled to PAGA Employee Payments, pursuant to this Settlement and Judgment.

22 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
23 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
24 Parties are directed to perform in accordance with the terms set forth in the Settlement
25 Agreement and this Order and Judgment.

26 11. The Parties are to bear their own costs, except as otherwise provided in the
27 Settlement Agreement and this Order and Judgment.
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1 12. With respect to the Class and for purposes of approving this Settlement, this Court
2 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 Class Members, and there is a well-defined community of interest among the Class Members
5 with respect to the subject matter of the Action; (c) the claims of Class Representative are typical
6 of the claims of the Class Members; (d) the Class Representative has fairly and adequately
7 protected the interests of the Class Members; (e) a class action is superior to other available
8 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
9 Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her
10 individual and representative capacity and for the Class.

11 13. By this Order and Judgment, the Class Representative shall release, relinquish,
12 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
13 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
14 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
15 discharged all Released Class Claims.

16 14. By this Order and Judgment, Plaintiff, the State of California and its LWDA, and
17 PAGA Employees shall fully, finally, and forever release, relinquish and discharge Defendants
18 and the Released Parties from all Released PAGA Claims, as defined in the Settlement
19 Agreement. As to the PAGA Released Claims, this Order and Judgment shall have preclusive
20 effect, under the doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of
21 California and its LWDA, and PAGA Employees, to the fullest extent permitted by applicable
22 law. See *Arias v. Superior Court*, 46 Cal.4th 969 (2009).

23 15. The Settlement is not an admission of wrongdoing or violation by Defendants or
24 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
25 the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither
26 this Settlement Approval Order, the Settlement, or the Judgment nor any document referred to
27 herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used
28 as an admission by or against Defendants or any of the other Released Parties of any fault,

1 wrongdoing, or liability whatsoever.

2 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
3 \$850,000. From this amount, Class Counsel sought an award of attorney's fees of \$283,333.33,
4 litigation expenses of \$24,534.60, a Service Award of \$10,000 to Class Representative Hollie
5 Coleman, Settlement Administrator Costs of \$10,000 to Phoenix Administration, and \$50,000 to
6 PAGA Penalties (with 75% [\$37,500] to the LWDA and 25% [\$12,500] to the PAGA
7 Employees. Defendants do not oppose these requests. The Court finds that the Settlement
8 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
9 Settlement Amount:

- 10 A. \$283,333.33 to Class Counsel for attorneys' fees;
11 B. \$24,534.60 to Class Counsel for costs/expenses;
12 C. \$10,000 to Class Representative Hollie Coleman as a Service Award;
13 D. \$10,000 to the Settlement Administrator, Phoenix Settlement
14 Administrators;
15 E. \$37,500 to the LWDA;
16 F. \$12,500 to the PAGA Employees;
17 G. After deducting the foregoing payments from the Settlement Amount, the
18 remainder shall form the Net Settlement Amount payable to the
19 Participating Class Members as set forth in the Settlement Agreement and
20 as calculated by the Settlement Administrator.

21 17. Defendants are directed to fund the Settlement Amount in accordance with the
22 Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed
23 to calculate the Participating Class Member's Individual Class Payments from the Net Settlement
24 Amount, as well as the PAGA Employee Payments, and issue all payments within in accordance
25 with the Settlement Agreement and the timeline set forth below:

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65 days after this Order is entered	The Effective Date occurs.
10 days after the Effective Date	Defendants are directed to issue the Gross Settlement Amount to the Settlement Administrator, plus Defendants' share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and PAGA Employees to cash checks.
December 10, 2026	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
<u>02-18-2027</u> , 2026 Time: 8:30 a.m.	Final Report Hearing re: status of funding and disbursements

18. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and PAGA Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Coleman v. Flagstar Bank N.A. et al.*, Case No. CIVSB2309384, on behalf of the Participating Class Members (which includes "All current and former nonexempt, employees employed by Defendants in California at any time during the Settlement Class Period of April 27, 2019, through April 19, 2025.").

19. Participating Class Members and PAGA Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with

1 the deadline to cash the check. In the event that a Participating Class Members and/or PAGA
2 Employees does not negotiate his/her check within this time period, the check will be canceled.
3 The value of the unclaimed funds in the Settlement Administrator's account as a result of a
4 failure to timely cash a settlement check shall be issued to the California State Controller in the
5 name of the Class Member and/or PAGA Employee.

6 20. This document shall constitute a Judgment for purposes of California Rule of
7 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
8 Class Representative, the Class Members, and Defendants for the purposes of supervising the
9 implementation, enforcement, construction, administration, and interpretation of the Settlement
10 Agreement and this Judgment.

11 IT IS SO ORDERED.

12 Dated: FEB 18 2026

13  **KEVIN LEE**
14 _____
15 JUDGE OF THE SUPERIOR COURT
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