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

KARINA SERRANO, 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.

ALASKA USA FEDERAL CREDIT
UNION, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CIVDS2020498

Honorable Jessica L. Morgan
Department S26

CLASS ACTION

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

Date: August 14, 2024
Time: 8:30 a.m.
Department: S26

Complaint Filed: October 6, 2020
FAC Filed: August 31, 2023
Trial Date: None Set

1 This matter has come before the Honorable Jessica L. Morgan in Department S26 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiff Karina Serrano (“Plaintiff”) Motion for Final Approval of Class Action Settlement,
4 Attorneys’ Fees and Costs, and Enhancement Award (“Motion for Final Approval”). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff, and Jackson Lewis P.C. appeared on behalf of
6 Defendant Alaska USA Federal Credit Union (now known as Global Federal Credit Union)
7 (“Defendant”).

8 On February 27, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
11 and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”),
12 which, together with the exhibits annexed thereto set forth the terms and conditions for settlement
13 of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

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

27 All current and former hourly-paid or non-exempt employees who worked
28 for the Defendant within the State of California at any time during the
period from October 6, 2016 through November 6, 2022, except for those

1 individuals who previously settled or released any of the Released Class
2 Claims or any person who was previously paid or received awards through
3 civil or administrative actions for the Released Class Claims (“Class” or
4 “Class Members”).

5 4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
6 provided to the Class Members, fully and accurately informed the Class Members of all material
7 elements of the Settlement and of their opportunity to participate in the Settlement, object to or
8 comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the best
9 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
10 Members; and complied fully with the laws of the State of California, the United States
11 Constitution, due process and other applicable law. The Class Notice fairly and adequately
12 described the Settlement and provided the Class Members with adequate instructions and a variety
13 of means to obtain additional information.

14 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
15 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
16 specifically, the Court finds that the Settlement was reached following meaningful discovery and
17 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
18 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
19 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
20 Court has considered all of the evidence presented, including evidence regarding the strength of
21 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
22 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
23 completed; and the experience and views of Class Counsel. The Court has further considered the
24 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
25 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
26 the following terms and conditions.

27 6. A full opportunity has been afforded to the Class Members to participate in the
28 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
heard. The Court also finds Class Members also have had a full and fair opportunity to exclude

1 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
2 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
3 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
4 (“Final Approval Order and Judgment”), and the State of California and all current and former
5 hourly-paid non-exempt employees who worked for the Defendant within the State of California
6 at any time during the period from April 3, 2022 to November 6, 2022 (“PAGA Group Members”)
7 are bound by the PAGA Settlement and this Final Approval Order and Judgment.

8 7. The Court finds that allocation of \$45,000.00 toward penalties under the California
9 Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate,
10 and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as
11 follows: the amount of \$33,750.00 to the California Labor and Workforce Development Agency
12 (“LWDA Payment”), and the amount of \$11,250.00 to be distributed to the PAGA Group Members
13 (“PAGA Amount”), in accordance with the terms and methodology set forth in the Agreement.

14 8. The Court finds that payment of Settlement Administration Costs in the amount of
15 \$20,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Settlement
17 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$20,000.00, in
18 accordance with the terms and methodology set forth in the Agreement.

19 9. The Court finds that the Enhancement Award sought is fair and reasonable for the
20 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
21 Administrator issue payment in the amount of \$10,000.00 to Plaintiff Karina Serrano for her
22 Enhancement Award, according to the terms and methodology set forth in the Agreement.

23 10. The Court finds that the requested Attorneys’ Fees in the amount of \$231,666.67 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$231,666.67 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Agreement.

1 11. The Court finds that the requested litigation costs and expenses of \$9,292.32 to
2 Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
3 Administrator issue payment in the amount of \$9,292.32 to Class Counsel for reimbursement of
4 litigation costs and expenses, in accordance with the terms and methodology set forth in the
5 Agreement.

6 12. The Court hereby orders that upon the Effective Date and full funding of Maximum
7 Settlement Amount, Plaintiff and Settlement Class Members shall be conclusively determined to
8 have given a release of any and all Released Class Claims against the Released Parties, in
9 accordance with the terms set forth in the Settlement Agreement.

10 13. The Court hereby orders that upon the Effective Date and full funding of Maximum
11 Settlement Amount, Plaintiff, the State of California, and all PAGA Group Members shall be
12 conclusively determined to have given a release of any and all Released PAGA Claims against the
13 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

14 14. It is hereby ordered that within fifteen (15) calendar days after the Effective Date,
15 the Settlement Administrator will provide the Parties with an accounting of the amounts paid by
16 Defendant pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar days of
17 the Effective Date, Defendant will make a one-time deposit of the Maximum Settlement Amount,
18 along with any Employer Taxes, into a settlement account to be established by the Settlement
19 Administrator.

20 15. It is hereby ordered that within seven (7) calendar days of the funding of Maximum
21 Settlement Amount, the Settlement Administrator will issue payments due under the Settlement
22 and approved by the Court, as follows: (a) Individual Settlement Shares to Settlement Class
23 Members; (b) Individual PAGA Payments to PAGA Group Members; (c) LWDA Payment to the
24 LWDA; (d) Enhancement Award to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and
25 (f) Settlement Administration Costs to the Settlement Administrator, in accordance with the terms
26 and methodology set forth in the Agreement.

27 16. Each Individual Settlement Payment and Individual PAGA Payment check shall be
28 valid and negotiable for one hundred eighty (180) calendar days from the date the checks are

1 issued, and thereafter, shall be canceled. All leftover funds associated with such canceled checks
2 will be transmitted to the A Greater Hope Foundation for Children, Inc., in accordance with
3 California Code of Civil Procedure Section 384, subd. (b). All Settlement Class Members and
4 PAGA Group Members shall be bound by the terms and conditions of this Settlement Agreement
5 regardless of whether or nor they cash or otherwise negotiate their Individual Settlement Payment
6 check and/or Individual PAGA Payment check.

7 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
8 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
9 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
10 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
11 any dispute arising from or in connection with the distribution of settlement benefits.

12 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
13 Settlement Class Members and PAGA Group Members by posting a copy of the Final Approval
14 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
15 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
16 notice is not required.

17 19. A Final Compliance Hearing is set for _____ at _____
18 a.m./p.m. in Department S26. Class Counsel shall submit a final accounting report regarding the
19 status of the settlement administration at least five (5) court days prior to the Final Compliance
20 Hearing.

21
22 Dated: _____

Honorable Jessica L. Morgan
Judge of the Superior Court