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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

LUCY LEE, an individual, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

SACRAMENTO CREDIT UNION, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 23CV005661

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

Hearing Date: July 11, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: July 28, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiff Lucy Lee (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Sacramento Credit
3 Union (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the
4 Administrator duly came on for hearing on July 11, 2025, before the Honorable Jill H. Talley.

5 **I.**

6 **FINDINGS**

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

- 9 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 10 2. This Court has jurisdiction over the subject matter of this litigation pending before
11 the Superior Court for the State of California, in and for the County of Sacramento, and over all
12 Parties to this litigation, including the Class.
- 13 3. Based on a review of the papers submitted by Plaintiff and a review of the
14 applicable law, the Court finds that the Gross Settlement Amount of Three Hundred Thirty
15 Thousand Dollars (\$330,000) and the terms set forth in the Agreement are fair, reasonable, and
16 adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On February 24, 2025, the Court granted preliminary approval of the Settlement.
24 At this same time, the Court approved conditional certification of the Class for settlement
25 purposes only.

26 **Notice to the Class**

- 27 6. In compliance with the Preliminary Approval Order, the Court-approved Class
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1 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
2 about April 1, 2025. Mailing of the Class Notice to their last-known addresses was the best notice
3 practicable under the circumstances and was reasonably calculated to communicate actual notice
4 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
5 Members fully and accurately informed the Class Members of all material elements of the
6 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
7 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
8 fully with the laws of the State of California, the United States Constitution, due process and other
9 applicable law. The Class Notice fairly and adequately described the Settlement and provided
10 Class Members adequate instructions and a variety of means to obtain additional information.

11 7. The Response Deadline for opting out or submitting written objections to the
12 Settlement was June 2, 2025, which for re-mailings was extended by fourteen (14) days. There
13 was an adequate interval between notice and the deadline to permit Class Members to choose what
14 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
15 Members to participate in this hearing, and all Class Members and other persons wishing to be
16 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
17 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness of the Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
22 48 Cal. App. 4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 Parties during an all-day mediation before Hon. Carl West (Ret.), an experienced mediator of
25 wage and hour class actions. There has been no collusion between the Parties in reaching the
26 Settlement.

27 b. Plaintiff and Class Counsel's investigation and discovery have been
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1 sufficient to allow the Court and counsel to act intelligently.

2 c. Counsel for all Parties are experienced in similar employment class action
3 litigation. Class Counsel recommended approval of the Agreement.

4 d. The percentage of objectors and requests for exclusion is small. No
5 objections were received. No requests for exclusion were received.

6 e. The participation rate was high. 196 Participating Class Members will be
7 mailed a settlement payment, representing 100% of the overall Class.

8 9. The consideration to be given to the Class Members under the terms of the
9 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
10 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
11 Class Members' claims, given the uncertainties and significant risks of the litigation and the
12 delays which would ensue from continued prosecution of the action.

13 10. The Agreement is approved as fair, adequate, and reasonable and in the best
14 interests of the Class Members.

15 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

16 11. An award of \$110,000 for attorneys' fees, representing one-third of the Gross
17 Settlement Amount, and \$18,004.18 for litigation costs and expenses, is reasonable, in light of the
18 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
19 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
20 lodestar and billing statement.

21 **Class Representative Service Payment**

22 12. The Agreement provides for Class Representative Service Payment in an amount
23 not more than \$10,000 for Plaintiff, subject to the Court's approval. The Court finds that Class
24 Representative Service Payment in the amount of \$10,000 to Plaintiff is reasonable in light of the
25 risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
26 bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$5,935 in fees and expenses, and this amount is reasonable in light
7 of the work performed by the Administrator.

8 **PAGA Payments**

9 14. The Agreement provides for PAGA Payment out of the Gross Settlement Amount
10 of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in
17 California and classified as non-exempt at any time during the PAGA Period (May 5, 2022
18 through July 31, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was
19 provided notice of the Agreement and these settlement terms and has not indicated any objection
20 thereto. The Court finds the PAGA Payments to be reasonable.

21 **II.**

22 **ORDERS**

23 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

24 15. The Class is certified for the purposes of settlement only. The Class is defined as
25 follows:

26 All individuals who are or previously were employed by Defendant who were
27 classified as non-exempt in the State of California at any time during the Class
28 Period (July 28, 2019 through July 31, 2024).

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
3 no individuals who requested exclusion from the Class.

4 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
5 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the
6 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
7 Administrator no later than 21 days after the Effective Date.

8 18. Class Counsel are awarded attorneys’ fees in the amount of \$110,000 and costs in
9 the amount of \$18,004.18. Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendant, Plaintiff, or members of the Class.

11 19. The payment of Class Representative Service Payment in the amount of \$10,000 to
12 Plaintiff is approved.

13 20. The payment of \$5,935 to the Administrator for its fees and expenses is approved.

14 21. The PAGA Payments amount of \$20,000 is approved and is to be distributed in
15 accordance with the Agreement.

16 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
17 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
18 entry.

19 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
22 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
24 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
25 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any
26 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
27 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 25. If the Agreement is not finally approved, then this Final Approval Order and
12 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
13 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiff, and all members of the Class, shall take nothing in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
22 release claims against all Released Parties as follows:

23 (a) All Participating Class Members, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, release Released Parties from the Released Class Claims. The "Released Class
26 Claims" are all claims that were alleged, or reasonably could have been alleged, based on facts
27 stated in the Operative Complaint which occurred during the Class Period during employment in
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1 non-exempt positions in California. Except as expressly set forth in the Agreement, Participating
2 Class Members do not release any other claims, including claims for vested benefits, wrongful
3 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
4 disability, social security, workers' compensation, or claims based on facts occurring outside the
5 Class Period.

6 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
7 of themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
9 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
10 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
11 Notice, which occurred during the PAGA Period during employment in a non-exempt position in
12 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
13 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability
14 and worker's compensation, and claims outside of the PAGA Period.

15 (c) Plaintiff and his or her respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
17 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
18 the Class Period, as set forth fully in the Agreement.

19 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
20 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
21 Administrator shall transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
23 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

24 30. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
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1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: _____

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HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT