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**FILED**  
**KERN COUNTY**  
**JUL 9 2020**  
**BY \_\_\_\_\_ DEPUTY**  
**ENDORSED**

5 *Attorneys for Plaintiffs and the Class*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF KERN**

LAKEESHA VEASEY, individually, and on behalf of other members of the general public similarly situated; BRENDA CANNON, 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; MYRNA GARCIA, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

GOLDEN EMPIRE MORTGAGE, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No.: BCV-18-102311

Honorable Thomas S. Clark  
Department 17

**CLASS ACTION**

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

Date: July 9, 2020  
Time: 8:30 a.m.  
Department: 17

Complaint Filed: January 3, 2017  
FAC Filed: October 19, 2018  
Trial Date: None Set

1 This matter has come before the Honorable Thomas S. Clark in Department 17 of the  
2 Superior Court of California for the County of Kern, located at 1415 Truxtun Avenue,  
3 Bakersfield, California 93301, on Plaintiffs Lakeesha Veasey, Brenda Cannon, and Myrna  
4 Garcia ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees,  
5 Costs, and Incentive Awards ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared  
6 on behalf of Plaintiffs and Call & Jensen appeared on behalf of Defendant Golden Empire  
7 Mortgage, Inc. ("Defendant").

8 On November 12, 2019, the Court entered the Order Granting Preliminary Approval of  
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the  
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation to  
11 Settle and Release Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement  
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and  
13 conditions for settlement 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. All terms used herein shall have the same meaning as defined in the Settlement  
18 Agreement and the Preliminary Approval Order.

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

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

25 The Class is hereby defined to include:

26 All current and former hourly-paid or non-exempt individuals employed by  
27 Defendant within the State of California at any time during the period from  
28 January 3, 2013 to November 12, 2019 ("Class" or "Class Members").

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

10 5. Pursuant to California law, the Court hereby grants final approval of the  
11 Settlement and finds that it is reasonable and adequate, in the best interests of the Class as a  
12 whole, and was entered in good faith pursuant to and within the meaning of California Code of  
13 Civil Procedure section 877.6. More specifically, the Court finds that the Settlement was reached  
14 following meaningful discovery and investigation conducted by *Lawyers for Justice, PC* (“Class  
15 Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length  
16 negotiations between the parties; and that the terms of the Settlement are in all respects fair,  
17 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,  
18 including evidence regarding the strength of Plaintiffs’ case; the risk, expense, and complexity of  
19 the claims presented; the likely duration of further litigation; the amount offered in the  
20 Settlement; the extent of investigation and discovery completed; and the experience and views of  
21 Class Counsel. The Court has further considered the absence of any written statement objecting  
22 to the Settlement (“Objection”) and written request to be excluded from the Class (“Opt-Out  
23 Request”) by Class Members. Accordingly, the Court hereby directs that the Settlement be  
24 affected in accordance with the Settlement Agreement and the following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the  
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
28 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a

1 timely and valid Opt-Out Request to the Settlement Administrator (“Participating Class  
2 Members”) are bound by this Final Approval Order and Judgment.

3 7. The Court finds that payment of Settlement Administration Costs in the amount of  
4 \$8,500 is appropriate for the services performed and costs incurred and to be incurred for the  
5 notice and settlement administration process. It is hereby ordered that the Settlement  
6 Administrator, Phoenix Settlement Administrators (“Phoenix”), shall issue payment to itself in  
7 the amount of \$8,500, in accordance with the Settlement Agreement.

8 8. The Court finds that the Incentive Awards sought are fair and reasonable for the  
9 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement  
10 Administrator issue payments in the amount of \$7,500 each to Plaintiffs Lakeesha Veasey,  
11 Brenda Cannon, and Myrna Garcia for their Incentive Awards, for a combined amount of  
12 \$22,500, according to the terms set forth in the Settlement Agreement.

13 9. The Court finds that the allocation of \$20,000 toward penalties under the Private  
14 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA  
15 Allocation”), is fair, reasonable, and appropriate, and hereby approved. The Settlement  
16 Administrator shall distribute the PAGA Allocation as follows: the amount of \$15,000 to the  
17 California Labor and Workforce Development Agency, and the amount of \$5,000 to be included  
18 in the Net Settlement Sum for distribution to Participating Class Members, according to the  
19 terms set forth in the Settlement Agreement.

20 10. The Court finds that the requested Attorneys’ Fees in the amount of \$700,000 to  
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
22 sought. The requested Attorneys’ Fees to Class Counsel in the amount of \$700,000 are fair,  
23 reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement  
24 Administrator issue payment in the amount of \$700,000 to Lawyers *for* Justice, PC for  
25 Attorneys’ Fees, in accordance with the Settlement Agreement.

26 11. The Court finds that Litigation Costs and Expenses in the amount of \$23,662.58  
27 to Class Counsel is reasonable and is hereby approved. It is hereby ordered that the Settlement  
28 Administrator issue payment in the amount of \$23,662.58 to Lawyers *for* Justice, PC for

1 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

2 12. The Court hereby enters Judgment by which Participating Class Members shall be  
3 conclusively determined to have given a release of any and all Released Claims against the  
4 Released Parties, as set forth in the Settlement Agreement and Class Notice.

5 13. It is hereby ordered that Defendant shall transmit the Maximum Settlement Sum  
6 to the Settlement Administrator within five (5) calendar days after the Date of Finality, in  
7 accordance with the Settlement Agreement.

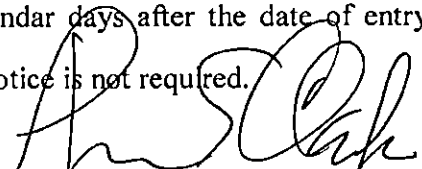
8 14. It is hereby ordered that within five (5) business days of receipt of the settlement  
9 funds, the Settlement Administrator shall distribute the Individual Settlement Payments to the  
10 Participating Class Members according to the methodology and terms set forth in the Settlement  
11 Agreement.

12 15. It is ordered that the funds associated with any and all Individual Settlement  
13 Payment checks issued to Participating Class Members will remain valid for one hundred eighty  
14 (180) calendar days after they are issued and shall be cancelled thereafter. The funds associated  
15 with such cancelled Individual Settlement Payment checks will be tendered to Greater  
16 Bakersfield Legal Assistance.

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

23 17. Notice of entry of this Final Approval Order and Judgment shall be given to the  
24 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix's  
25 website for a period of at least sixty (60) calendar days after the date of entry of this Final  
26 Approval Order and Judgment. Individualized notice is not required.

27 Dated: 7-9-20

  
HONORABLE THOMAS S. CLARK  
JUDGE OF THE SUPERIOR COURT

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