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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
JUL 07 2021
DAVID H. YAMASAKI, Clerk of the Court
BY: _____, DEPUTY

12 Attorneys for Plaintiff MARIA JIMENEZ, as an individual and on behalf of all similarly situated
13 employees,

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

16 MARIA JIMENEZ, as an individual and on
17 behalf of all similarly situated employees,

Case No.: 30-2018-01012572-CU-OE-CXC

18 Plaintiff,

CLASS ACTION

19 v.

**~~PROPOSED~~ ORDER AND JUDGMENT
FOLLOWING ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT,
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

20 FCI LENDER SERVICES, INC., a California
21 corporation; and DOES 1 through 50,
22 inclusive,

23 Defendant.

Assigned for all purposes to:
Hon. James J. Di Cesare, Dept. C16

Complaint Filed: August 16, 2018
Trial Date: None Yet Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Pursuant to the Court’s order granting approval of class and Private Attorney’s General
3 Act (“PAGA”) settlement, attorneys’ fees and costs, and Plaintiff Maria Jimenez’s enhancement
4 award entered on June 18, 2021,

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

6 1. The Court hereby approves the terms set forth in the Parties’ Joint Stipulation and
7 Settlement Agreement (the “Settlement Agreement”) entered into by and between Plaintiff
8 MARIA JIMENEZ (“Plaintiff”) and Defendant FCI LENDER SERVICES, INC. (“Defendant”)
9 (collectively referred to as “the Parties.”) with adjustments as to the amounts allocated for
10 Plaintiff’s Attorney’s fees and Plaintiff’s Enhancement Award, and net settlement fund
11 distributable to the class members as set forth in Paragraphs 7, 8, and 11 below. The Joint
12 Stipulation and Settlement Agreement was originally filed on June 26, 2020, as Exhibit A to the
13 Declaration of Joshua D. Klein in Support of Preliminary Approval, and the Amendment to the
14 Joint Stipulation and Settlement Agreement was filed on October 15, 2020, as Exhibit A to the
15 Supplemental Declaration of Joshua D. Klein in Support of Preliminary Approval (both
16 documents collectively referred to herein as the “Settlement Agreement.”) The Settlement
17 Agreement shall be incorporated into this Judgment as though all terms therein are set forth in
18 full. The capitalized terms in this Order and Judgment shall have the same force and effect as the
19 terms defined in the Settlement Agreement.

20 2. The Court certifies the class for purposes of settlement. The following persons are
21 certified as class members for settlement purposes: “All non-exempt or hourly-paid current and
22 former employees of Defendant in California during the Class Period.” (“Class Members”). The
23 Class Period is August 16, 2014, through October 30, 2020. Class Members will share in a Nine
24 Hundred Thousand-Dollar (\$900,000.00) Settlement (“Gross Settlement Fund” or “GSF”).

25 3. The Settlement releases Defendant, as well as the Released Parties as defined in
26 the Settlement Agreement and pursuant to the terms of the Settlement Agreement in this matter
27 as follows: As of the Effective Date, in exchange for the terms and conditions of this Agreement,
28 Named Plaintiff and Class Members who do not timely submit a valid Request for Exclusion shall

1 be deemed, without the need to take any further action, to have fully released and discharged all
2 of the Released Parties as follows:

3 The claims that Plaintiff, the other Participating Class Members, and all persons
4 purporting to act on their behalf or purporting to assert a claim under or through
5 them, including but not limited to, their dependents, attorneys, heirs and assigns,
6 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
7 guardians, personal representatives, and successors-in-interest, whether individual,
8 class, representative, legal, equitable, direct or indirect, or any other type or in any
9 other capacity (collectively, the "Releasing Parties") are fully and forever
10 irrevocably releasing, in exchange for the consideration provided for by this
11 Agreement, any and all causes of action, claims, rights, damages, punitive or
12 statutory damages, penalties, liabilities, expenses, and losses arising from or related
13 to the acts, facts, transactions, theories, occurrences, representations, or omissions
14 set forth, or which could have been set forth, given the stated predicate allegations
15 in the First Amended Complaint in this Action including but not limited to those
16 alleged in any of the operative complaints filed in this lawsuit through the time of
17 preliminary approval or the Settlement by the Court, including: (a) any alleged
18 failure by Defendant to pay wages, minimum wages, and overtime; (b) any alleged
19 failure by Defendant to timely pay wages at termination (c) any alleged failure by
20 Defendant to provide meal or rest periods premiums; (d) any alleged failure by
21 Defendant to provide compliant wage statements; (e) any right or claim for civil
22 penalties pursuant to the Labor Code Private Attorneys General Act of 2004,
23 California Labor Code § 2698 et seq., or any other penalties arising under the Labor
24 Code or Wage Order arising from or related to the conduct alleged; (f) any right or
25 claim for unfair business practices in violation of California Business & Professions
26 Code § 17200 et seq. arising from or related to the conduct alleged; and (g) any
27 violation or breach of the California Labor Code arising from or related to the
28 conduct alleged, including without limitation, Labor Code section 201, 202, 203,
212, 226, 226.7, 510, 512, 558, 1194, 1199, 2800, 2802, or any other state statute,
rule and/or regulation, or similar causes of action arising from or relating to the
conduct alleged. Notwithstanding the above, the Parties understand and agree that
the release in this Settlement does not apply to (i) those rights that as a matter of
law cannot be released and/or waived, including, but not limited to, workers'
compensation claims; (ii) rights or claims that may arise after the close of the Class
Period; and (iii) rights or claims arising out of this Settlement.

4. The Court finds that the Settlement was made and entered into in good faith and
constitutes a fair, reasonable and adequate compromise of the Released Claims against Defendant.

5. If the Settlement does not become final and effective in accordance with the terms
of the Settlement, then this Order and Final Judgment shall be rendered null and void and shall
be vacated and, in such event, all orders entered, including, but not limited to, the conditional

1 certification for purposes of settlement only of a class of Class Members, and all releases
2 delivered in connection herewith, shall be null and void.

3 6. Notice to Class Members, including the mailing of the Class Notice set forth in the
4 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order.
5 The Notice informed Class Members of the manner in which to request exclusion or to object to
6 the settlement and the deadlines for each, as well as the right to appear at the final approval
7 hearing. Adequate periods of time were provided for each of these procedures. As part of this
8 notice process, one (1) putative class members opted-out of the Class, and zero (0) putative class
9 members objected to the settlement.

10 7. Class Counsel, Mahoney Law Group, APC, is awarded attorneys' fees of Two
11 Hundred Seventy Thousand Dollars (\$270,000.00), and costs of Thirteen Thousand, Three
12 Hundred Ninety-Four Dollars and Six Cents (\$13,394.06).

13 8. Class representative, Maria Jimenez, is awarded an enhancement payment of
14 Seven Thousand Five Hundred Dollars (\$7,500.00).

15 9. The claims administrator, Phoenix Settlement Administrators, is awarded costs
16 associated with the administration of this matter of Six Thousand, Five Hundred Dollars
17 (\$6,500.00).

18 10. The Court hereby approves the PAGA penalties in the total amount of Sixty
19 Thousand Dollars (\$60,000.00), of which 75% (\$45,000.00) will be paid to the Labor and
20 Workforce Development Agency and 25% (\$15,000.00) will be distributed to Class Members.

21 11. The Net Settlement Amount ("NSA") shall be of Five Hundred Fifty Seven
22 Thousand Six Hundred Five Dollars and Ninety Four Cents (\$557,605.94), which will be
23 distributed in its entirety to Class Members who have not excluded themselves from the
24 Settlement based on the number of workweeks worked by the Class Member, whether the Class
25 Member is a current or former employee. The Settlement Administrator shall issue payment
26 according to the terms of the Settlement Agreement with the adjustments to the attorneys' fees
27 amount, Plaintiff's enhancement amount, and NSA as set forth herein. The Settlement
28 Administrator shall include a copy of the executed copy of this Combined Order and Judgment

1 in the envelope to each Class Member as notice pursuant to Cal. Rules of Court, rule 3.771(b).

2 12. Any envelope transmitting a settlement distribution to a class member shall bear
3 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

4 13. Any settlement distribution check shall be negotiable for at least ninety (90) days
5 but not more than one hundred and eighty (180) days from the date of mailing.

6 14. The administrator shall mail a reminder postcard to any class member whose
7 settlement distribution check has not been negotiated within sixty (60) days after the date of
8 mailing.

9 15. If (i) any of the class members are current employees of the defendant, (ii) the
10 distribution mailed to those employees is returned to the administrator as being undeliverable,
11 and (iii) the administrator is unable to locate a valid mailing address, the administrator shall
12 arrange with the defendant to have those distributions delivered to the employees at their place of
13 employment.

14 16. Any settlement checks that remain uncashed one hundred and eighty (180) or more
15 calendar days after issuance by the Class Action Administrator shall be voided. If any checks
16 remain uncashed or not deposited by the expiration of the 180-day period, the Settlement
17 Administrator will, within two hundred (200) calendar days after the checks are initially mailed,
18 transfer the amount of the individual settlement share to the California's Secretary of State –
19 Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member.

20 17. Judgment is entered pursuant to: (1) the terms of the Settlement Agreement with
21 the adjustments to the attorneys' fees amount, Plaintiff's enhancement amount, and NSA as set
22 forth in Paragraphs 7, 8, and 11 of this Order; (2) the October 30, 2020, Order granting preliminary
23 approval of the Settlement; and (3) this Order granting final judgment.

24 18. Neither this Judgment nor the Settlement Agreement shall constitute an admission
25 by Defendant of any liability or wrongdoing, nor is this Final Judgment a finding of the validity
26 of any of the claims alleged in the lawsuit or a finding of liability or wrongdoing by Defendant.

27 19. Without affecting the finality of this Judgment in any way, the Court shall retain
28 exclusive and continuing jurisdiction over the above-captioned parties, including all Class

1 Members pursuant to California Rules of Court, Rule 3.769 for purposes of supervising,
2 administering, implementing, enforcing, and interpreting the Settlement Agreement and the Final
3 Approval Order.

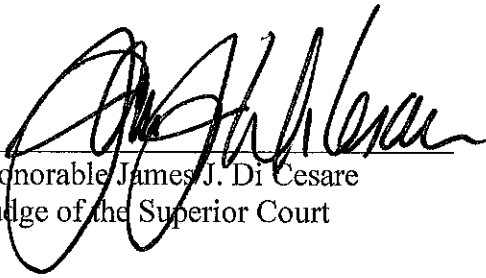
4 20. The Court orders a final distribution report from the settlement administrator
5 demonstrating compliance with the settlement to be filed no later than November 19, 2021 at
6 09:30 A.M., which is also a non-appearance date for submission.

7 21. Within thirty (30) days after the final distribution report is filed with the Court, the
8 Parties shall prepare and file a stipulation and proposed order and Proposed Amended Judgment.
9 The stipulation and Proposed Amended Judgment shall include the amount of any unclaimed or
10 abandoned fund.

11 22. Accordingly, the Court orders all Parties and their counsel to cooperate in fulfilling
12 the terms of the Settlement Agreement herein consistent with this order, and this Court shall retain
13 jurisdiction to effectuate the terms of the settlement including the binding effect of the releases
14 set forth in the Settlement Agreement as to both the class representative and the putative class
15 herein.

16
17 **IT IS SO ORDERED.**

18
19 DATED: JUL 07 2021


Honorable James J. Di Cesare
Judge of the Superior Court