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Attorneys for Plaintiff and the [Proposed] Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 05 2022

L. Howell *AA*

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

JACOB BLUM, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

ALTURA CREDIT UNION, a California
Limited Liability Corporation, and Does 1-100,
inclusive.

Defendants.

Case No.: RIC1902157

*(Assigned For All Purposes To The Hon. Craig
G. Riemer, Dept.. 01]*

**~~AMENDED~~ [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES; AND FINAL
JUDGMENT THEREON**

Date: August 5, 2022
Time: 8:30 a.m.
Dept.: 01

Complaint Filed: March 29, 2019
Trial Date: None Set

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The Unopposed Motion For Final Approval Of Class Action Settlement by Plaintiff Jacob Blum (“Named Plaintiff” or “Class Representative”) in the above-captioned matter came before the Court on ^{August 5} July 13, 2022 at 8:30 a.m., with the Honorable Craig G. Riemer presiding. The Court having considered the papers submitted in support of the motion, HEREBY RULES AS FOLLOWS:

1. The Court grants final approval of the class action settlement based upon the terms set forth in the Revised Stipulation of Class Action Settlement and Release Between Plaintiff, on Behalf of Himself and All Others Similarly Situated, and Defendant (the “Settlement” or “Settlement Agreement”) reached between Plaintiff, on the one hand, and Defendant Altura Credit Union (“Defendant”) on the other hand (collectively the “Parties”). A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Daniel Srourian filed on June 21, 2022. The Court finds that the terms of the Settlement are fair, adequate, and reasonable. Further, the Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement.

2. For purposes of this Order, the “Class” or “Class Members” shall consist of “All persons employed by Defendant Altura Credit Union in California as hourly non-exempt employees from March 29, 2015 through April 21, 2021.”

3. The Court hereby finds that the Settlement was the product of serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making this final finding, the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement Agreement, the allocation of Settlement proceeds among the Class Members, and the fact that the Settlement Agreement represents a compromise of the Parties' respective positions. The Court further finds that the terms of the Settlement Agreement have no material deficiencies and do not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was reached in good faith.

4. The Court further finds that the notice procedure carried out by the Parties and Phoenix Settlement Administrators (the “Settlement Administrator”) meets the requirements of

1 due process and provided the best notice practicable under the circumstances and constituted due
2 and sufficient notice to Class Members. Specifically, the Notice Packet that was disseminated to
3 Class Members includes: (1) the definition of the Class; (2) a description of the substantive issues
4 and proceedings to date; (3) a neutral description of the Settlement; (4) the amount of the Class
5 Counsel Award and Costs sought; (5) information regarding the right to opt out of the Settlement,
6 the procedure for doing so and the date by which such action must be taken; (6) information
7 regarding the right to challenge one's number of workweeks, the procedure for doing so and the
8 date by which such action must be taken; (7) information regarding the right to participate in the
9 Settlement, ~~the procedure for doing so and the date by which such action must be taken, if any;~~
10 (8) information regarding the right to file an objection to the Settlement, the procedure for doing
11 so and the date by which such action must be taken; (9) the consequences of participating in the
12 Settlement, including the fact that one will be bound by the judgment; (10) the date, time and
13 place of the final approval hearing; (11) the identity of the Named Plaintiff; (12) contact
14 information of Class Counsel and the Settlement Administrator; (13) information regarding
15 Individual PAGA Settlement Payments to be received by all Class Members employed during the
16 Statutory PAGA Period regardless of whether a Request for Exclusion Form is submitted. A full
17 opportunity was afforded to Class Members to participate in the Final Approval hearing. No
18 Class Members objected to the Settlement and only three Class Member requested exclusion from
19 the Settlement. Thus, the Court finds that all Class Members, except Diana Duncan, Monica Irene
20 Valdes, and Patricia Flores – who submitted valid requests for exclusion, are Participating Class
21 Members and are bound by this Order and Judgement.

22 5. The Court certifies the Class for settlement purposes only and finds that the Class
23 meets all applicable standards for certification under California law.

24 6. The Court approves the Settlement, and each of the releases and other terms set
25 forth in the Settlement as fair, reasonable, and adequate as to the Class Members, Named Plaintiff,
26 and the Defendant. The parties are directed to perform in accordance with the terms set forth in
27 the Settlement.
28

1 8. By this Order and Judgment, the Named Plaintiff and all Participating Class
2 Members, hereby release Defendant and the Released Parties, as defined in the Settlement
3 Agreement, from the Released Claims, as also defined in the Settlement Agreement.

4 9. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court
5 reserves and retains exclusive and continuing jurisdiction over this case, Named Plaintiff, the
6 Class Members, and Defendant for the purpose of supervising the implementation, effectuation,
7 enforcement, construction, administration, and interpretation of the Settlement and this Order and
8 Judgment.

9 10. The Court determines that the plan of allocation for payment of the Net Settlement
10 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of
11 the Net Class Amount to the Participating Class Members shall be done in accordance with the
12 terms set forth in the Settlement Agreement.

13 11. The Court determines that the plan for allocation for payment of the Net PAGA
14 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of
15 the Net PAGA Amount to the Class Members employed by Defendant during the Statutory PAGA
16 Period (the "PAGA Aggrieved Employees") shall be done in accordance with the terms set forth
17 in the Settlement Agreement.

18 12. Named Plaintiff Jacob Blum is hereby appointed as Named Plaintiff for purposes
19 of settlement.

20 13. Daniel Srourian of the Srourian Law Firm, P.C. is appointed as Class Counsel for
21 purposes of settlement.

22 14. Defendant agrees that the Settlement Administrator shall pay from the Maximum
23 Settlement Amount of \$795,000.00: (i) the Settlement Administrator for its Settlement
24 Administration Costs; (ii) the LWDA Payment made directly to the Labor and Workforce
25 Development Agency ("LWDA"); (iii) the Service Award to the Named Plaintiff; and (iv) the
26 Class Counsel Award and Costs to Class Counsel as follows:
27
28

1 A. The Court hereby approves the payment of Settlement Administration
2 Costs in an amount of \$9,750.00 to the Settlement Administrator from the Maximum Settlement
3 Amount.

4 B. The Court hereby approves the LWDA payment of \$37,500.00 to the
5 LWDA.

6 C. The Court hereby approves the Class Representative Service Award of
7 \$2,500.00 to the Named Plaintiff, in recognition of his service to the Class in initiating and
8 maintaining this litigation and the risks undertaken for the benefit of the Class.

9 D. The Court hereby awards to Class Counsel a Class Counsel Award of
10 \$204,040.00 and Costs actually incurred in an amount of \$14,271.76, which the Court finds fair
11 and reasonable and supported by detailed summaries regarding the work performed and expenses
12 incurred that were submitted by Class Counsel in his supporting declarations.

13 15. The Settlement Administrator is directed to make the foregoing payments in
14 accordance with the terms of the Settlement and Class Counsel's further instructions.

15 16. This document constitutes the Judgment resolving the entire action against
16 Defendant according to the terms herein.

17 17. Within ten (10) business days after the conclusion of the 180-day check cashing
18 deadline, the Settlement Administrator will provide a declaration which contains a report
19 concerning uncashed checks or other cash residue. This declaration shall set forth the date checks
20 were mailed, the total number of checks mailed to class members, the average amount of those
21 checks, the number of checks that remain uncashed, the total value of those uncashed checks, the
22 average amount of the uncashed checks, and the nature and date of the disposition of any
23 unclaimed funds. Further, the report filed by the Settlement Administrator shall be accompanied
24 by a proposed amended judgment in compliance with section 384.5, both of which shall be filed
25 by Plaintiff's counsel.

26 18. Any envelope transmitting a settlement distribution to a class member shall bear
27 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
28

CR 1 19. Any and all checks received by Class Members ^{may} shall be negotiated for 180 days
2 from the date of mailing. The Settlement Administrator shall mail a reminder postcard to any
3 Class Member who has not negotiated a payment check within 60 days after the date of mailing.
4 To the extent that any of the Class Members are current employees of Defendant, any check
5 mailed to those employee Class Members that is returned to the Settlement Administrator as being
6 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
7 Settlement Administrator shall arrange with the Defendant to have such check(s) delivered to the
8 employees at their place of employment.

AR 9 20. If a Class Member does not cash his or her settlement check within 180 days, the
10 un-cashed, ^{amount} plus any accrued interest that has not been distributed pursuant to the order of the
11 Court, shall be voided by the Settlement Administrator and the Settlement Administrator will
12 take all steps necessary to ensure that the proceeds from the Class Member's un-cashed
13 check(s), including unpaid cash residue(s), or other unclaimed or abandoned fund(s), are
14 transmitted to the cy pres designation, Riverside Legal Aid at 82632-C CA-111, Indio, CA
15 92201, *after authorization in the form of the amended judgment.*

CR 16 21. Notice of entry of judgment shall be given to the Class Members pursuant to Cal.
17 R. Ct., rule 3.771(b). Such notice shall be effectuated by the Settlement Administrator's posting
18 of the Order of Final Approval and Judgment on the Settlement website previously created for
19 the Settlement within seven (7) calendar days of entry of the Order of Final Approval and
20 Judgment.

21
22 **IT IS SO ORDERED.**

23
24 Date: August 5, 2022

Craig A. Riemer
HON. CRAIG RIEMER

25
26 *A hearing on the proposed amended judgment*
27 *shall be conducted on April 4, 2023, at*
28 *8:30 A.M. in department 1.*

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