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FILED
Superior Court of California
County of Los Angeles
09/30/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

5 *Attorneys for Plaintiff and the Class*

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 FARRAH FOWLER, individually, and on
10 behalf of other members of the general public
similarly situated and on behalf of other
11 aggrieved employees pursuant to the California
Private Attorneys General Act;

12 **Plaintiff,**

13 **vs.**

14 TOTAL MERCHANT SERVICES, LLC, an
unknown business entity; TOTAL
15 MERCHANT SERVICES, INC., an unknown
business entity; and DOES 1 through 100,
16 inclusive,

17 **Defendants.**

Case No.: BC722782

Honorable William F. Highberger
Department SSC10

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: September 29, 2022
Time: 10:00 a.m.
Department: SSC10

Complaint Filed: September 27, 2018
FAC Filed: January 10, 2022
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department SSC10
2 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, CA 90012, on
3 Plaintiff Farrah Fowler’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement,
4 Attorneys’ Fees, Costs, and Enhancement Award (“Motion for Final Approval”). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
6 appeared on behalf of Defendant Total Merchant Services, LLC (“Defendant”).

7 On June 6, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together
11 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

15 1. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement and the Preliminary Approval Order.

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

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

24 All current and former hourly paid, non-exempt employees who worked for
25 Total Merchant Services, LLC and/or Total Merchant Services, Inc. in
26 California at any time from September 27, 2014 through December 1, 2020
27 (“Class” or “Class Members”).

28 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
Class Members, fully and accurately informed the Class Members of all material elements of the

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

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

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
24 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
25 Order and Judgment.

26 7. The Court finds that payment of Settlement Administration Costs in the amount of
27 \$8,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
28 notice and settlement administration process. It is hereby ordered that the Settlement

1 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
2 \$8,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

3 8. The Court finds that the Enhancement Award sought is fair and reasonable for the
4 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
5 Administrator issue payment in the amount of \$10,000.00 to Plaintiff Farrah Fowler for her
6 Enhancement Award, according to the terms and methodology set forth in the Settlement
7 Agreement.

8 9. The Court finds that the allocation of \$75,000.00 toward penalties under the
9 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
10 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
11 Payment as follows: the amount of \$56,250.00 to the California Labor and Workforce
12 Development Agency, and the amount of \$18,750.00 to be included in the Net Settlement Amount
13 for distribution to Settlement Class Members, according to the terms and methodology set forth in
14 the Settlement Agreement.

15 10. The Court finds that the request for attorneys’ fees in the amount of \$1,050,000.00
16 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
17 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
18 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
19 amount of \$1,050,000.00 to Class Counsel for attorneys’ fees.

20 11. The Court finds that reimbursement of litigation costs and expenses in the amount
21 of \$20,259.70 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
22 Settlement Administrator issue payment in the amount of \$20,259.70 to Class Counsel for
23 reimbursement of litigation costs and expenses.

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

27 13. It is hereby ordered that Defendant shall deposit the Total Settlement Amount into
28 an account established by the Settlement Administrator within thirty (30) calendar days after the


1 Effective Date, in accordance with the terms and methodology set forth in the Settlement
2 Agreement.

3 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
4 Settlement Payments to the Settlement Class Members within seven (7) calendar days after
5 Defendant funds the Total Settlement Amount, according to the methodology and terms set forth
6 in the Settlement Agreement.

7 15. 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 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
13 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
14 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
15 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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17 Dated: 09/30/2022



HONORABLE WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT

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