

VENTURA
SUPERIOR COURT
FILED

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MICHAEL D. PLANET
Executive Officer and Clerk

BY: _____, Deputy

VANESSA OROZCO

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VENTURA SUPERIOR COURT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

CARLOS KOREISZ, MELARIE
REVUELTAS, and MELINDA
HENNESSEY, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

v.

ON Q FINANCIAL, INC., an Arizona
Corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 56-2018-00517126- CU-OE-VTA

Honorable Mark Borrell
Department 40

CLASS ACTION

~~[PROPOSED]~~ ORDER OF FINAL
APPROVAL AND JUDGMENT

[Hearing Scheduled Per Court Order; No
Reservation Id Required]

Hearing Date: December 2, 2019
Hearing Time: 8:30 a.m.
Hearing Place: Department 40

Complaint Filed: August 31, 2018
Jury Trial: None Set

1 This matter has come before the Honorable Mark Borrell in Department 40 of the Ventura
2 County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, on Plaintiffs
3 Carlos Koreisz, Melarie Revueltas, and Melinda Hennessey (collectively, the "Plaintiffs") Motion for
4 Final Approval of Class Action Settlement, Class Counsel Fees, Expense Payment, and Class
5 Representative Payments ("Motion for Final Approval"). Justice Law Corporation appeared on behalf
6 of Plaintiffs and Snell & Wilmer L.L.P. appeared on behalf of Defendant On Q Financial, Inc.
7 ("Defendant" or "On Q Financial").

8 On August 1, 2019, the Court entered an Order Granting Preliminary Approval of Class Action
9 Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the
10 above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action Settlement
11 and Release Between Plaintiffs and Defendant ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions for
13 settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
15 argument, and good cause appearing,

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

17 All terms used herein shall have the same meaning as defined in the Settlement Agreement and
18 the Preliminary Approval Order. This Court has jurisdiction over the claims of the Class Members
19 asserted in this proceeding and over all parties to the Action. The Court finds that the applicable
20 requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et*
21 *seq.* have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its
22 earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary
23 Approval Order. The Class is hereby defined to include:

24 All natural persons who, at any point from August 31, 2014 through May 27, 2019,
25 were employed/are employed as a non-exempt employee for Defendant in
26 California.

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

9 Pursuant to California law, the Court hereby grants final approval of the Settlement and finds it
10 reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court
11 finds that the Settlement was reached following meaningful discovery and investigation conducted by
12 Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arms-length
13 negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate,
14 and reasonable. In so finding, the Court has considered all of the evidence presented, including
15 evidence regarding the strength of the Plaintiffs’ case; the risk, expense, and complexity of the claims
16 presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of
17 investigation and discovery completed; and the experience and views of Class Counsel.

18 The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the
19 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
20 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
21 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
22 concession, or liability whatsoever by or against Defendant.

23 The Court has considered that there were no valid and timely Requests for Exclusion submitted
24 by Class Members to the Settlement Administrator. The Court has considered that no Class Members
25 submitted any objections to the Settlement. A full opportunity has been afforded to the Class
26 Members to participate in the Final Approval Hearing, and all Class Members and other persons
27 wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to
28 exclude themselves from the Settlement. Accordingly, the Court determines that all Class Members

1 who did not submit a timely and valid Request for Exclusion to the Settlement Administrator are
2 bound by this Final Approval Order and Judgment.

3 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate, and
4 reasonable, and hereby approved. It is hereby ordered that Defendant shall pay the Gross Settlement
5 Amount, in accordance with the methodology and terms set forth in the Settlement Agreement.

6 It is hereby ordered that the Settlement Administrator, Phoenix Class Action Administration
7 (“Phoenix”), shall issue payment to itself in the amount of \$6,500.00 for the services performed and
8 costs incurred for the notice and settlement administration process, in accordance with the Settlement
9 Agreement.

10 It is hereby ordered that the Settlement Administrator shall distribute settlement payments to
11 all Participating Class Members, according to the methodology and terms set forth in the Settlement
12 Agreement.

13 It is further ordered, pursuant to California Code of Civil Procedure section 384, that all
14 settlement checks issued to Settlement Class Members that are not cashed within one hundred and
15 eighty (180) calendar days after they are issued will be cancelled. The Court finds good cause that
16 uncashed check to be sent to the National Foundation for Credit Counseling.

17 The Court finds that the Class Enhancement Payments sought for Plaintiffs Carlos Koreisz,
18 Melarie Revueltas, and Melinda Hennessey are fair and reasonable for the work performed by
19 Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement Administrator issue payment
20 to Plaintiffs in the amount of \$10,000 each as their Class Enhancement Payments.

21 The Court finds that the allocation of \$10,000 toward penalties under the California Private
22 Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby
23 approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of
24 \$7,500 to the California Labor and Workforce Development Agency, and the amount of \$2,500 to be a
25 part of the Net Settlement Amount for distribution to aggrieved employees according to the
26 methodology and terms set forth in the Settlement Agreement.

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1 The Court finds that the request for an award of attorneys' fees in the amount of \$222,250 falls
2 within the range of reasonableness, and the results achieved justify the award sought. The requested
3 attorneys' fees are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
4 the Settlement Administrator issue payment in the amount of \$222,250 to Justice Law Corporation for
5 attorneys' fees, according to the methodology and terms set forth in the Settlement Agreement.

6 The Court finds that reimbursement of litigation costs and expenses in the amount of
7 \$14,745.33 incurred by Class Counsel is reasonable, and hereby approved. It is hereby ordered that
8 the Settlement Administrator issue payment in the amount of \$14,745.33 to Justice Law Corporation
9 for reimbursement of litigation costs and expenses.

10 The Court finds that the Action is fully and finally resolved by the Settlement Agreement
11 without a finding of liability by any party and that nothing herein is or should be construed as an
12 admission of liability by Defendant.

13 The Court hereby enters Judgment by which Class Members shall be conclusively determined
14 to have given a release of any Released Claims against the Released Parties, as set forth in the
15 Settlement Agreement and the Notice Packet.

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

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1 Notice of entry of this Final Approval Order and Judgment shall be given to the Class
2 Members by posting a copy of the Final Approval Order and Judgment on Phoenix's website for a
3 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
4 Judgment. No individualized notice shall be required.

5 This Court HEREBY ORDERS, ADJUDGES AND DECREES that Judgment in this matter is
6 entered in accordance with the terms of this Order, and with the Settlement Agreement.

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8 IT IS SO ORDERED.

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DATED: 12/2/19

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HONORABLE MARK BORRELL
SUPERIOR COURT JUDGE

MARK S. BORRELL

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SUPERIOR COURT