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8	UNITED STATES DISTRICT COURT	
9	CENTRAL DISTRICT OF CALIFORNIA	
10	NUCCLE CORPER 101915 : 1115	
11	NICOLE CORREA, JOHN BALNICKI, on behalf of themselves and all others similarly situated,	CASE NO.: 8:19-cv-00921-JLS-
12		) DFM )
13	Plaintiffs,	}
14	V.	)   FINAL JUDGMENT
15	ZILLOW, INC., a Washington Corporation, and DOES 1-10, inclusive,	
16	Defendants.	
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On June 14, 2021, the Court entered an Order (1) Granting Plaintiff's Motion for Final Approval of Class Action Settlement; and (2) Granting in Part Plaintiff's Motion for Award of Attorneys' Fees, Reimbursement of Expenses and Service Awards ("Final Approval Order"). (Doc. 52). Pursuant to the Final Approval Order, it is hereby

## ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 1. The Court confirms that it has jurisdiction over this matter and the parties to it.
- 2. The Settlement Agreement (Exhibit B to Desai Decl. ISO Plaintiffs' Motion for Final Approval) shall be incorporated into this Judgment as though all terms therein are set forth in full, except whereas modified by the Final Approval Order. Any term with initial capitalization that is not defined herein shall have the meaning provided in the Agreement.
- 3. For purposes of this Judgment, pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the members of the Settlement Class are those persons meeting the definition of the Class as set forth in the Parties' Settlement Agreement, and approved by the Court, consisting of the following individuals:

All persons who are employed or have been employed by Defendant in the State of California at any time during the Class Period of March 18, 2015 up to and including, January 11, 2021 as a Sales Executive or Business Consultant, or the following related job positions: Inside Sales Consultant, Business Consultant I, Business Consultant II, Senior Business Consultant, Sr. Business Consultant, Senior Business Consultant II, Account Sales Executive, Senior Sales Executive, Sr. Sales Executive, Special Project, Special Project Sales Executive, Sr. Special Products Sales Executive, Sr. Special Products Sales Executive, The Class Period means March 18, 2015 through January 12, 2021.

4. All members of the Settlement Class shall be deemed to have released all Settled Claims against the Released Parties as defined in the Settlement

Agreement. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement Class Members as to all Released Claims asserted against the Released Parties, and shall constitute res judicata and collateral estoppel with respect to the Released Claims.

- 5. All PAGA Members and the LWDA shall be deemed to have released all Settled PAGA Claims against the Released Parties as defined in the Settlement Agreement. Entry of this Final Judgment shall constitute a full and complete bar against the PAGA Members and the LWDA as to all Settled PAGA Claims asserted against the Released Parties.
- 6. Entry of this Final Judgment shall constitute a full and complete bar against the Plaintiffs as to their respective Individual Release of Claims asserted against the Released Parties, and shall constitute res judicata and collateral estoppel with respect to the Individual Released Claims.
- 7. For purposes of this Judgment, the Court confirms its appointment of its appointment of Aashish Y. Desai as Class Counsel and, and its appointment of Plaintiff Balnicki and Correa as Class Representatives.
- 8. In accordance with the Final Approval Order, Class Counsel, Defendant, and the Settlement Administrator are directed to effect allocation and distribution of the New Money Payment as follows: Class Counsel will receive attorneys' fees of \$275,000 and reimbursement of litigation expenses in the amount of \$9,676.46; the Claims Administrator, ILYM Group, Inc. shall receive \$7,500; \$40,000 will be deducted for the payment of PAGA Penalties, of which \$30,000 will be paid to the California Labor and Workforce Development Agency as the Agency's portion of PAGA penalties and \$10,000 will be paid to PAGA Members; Plaintiff Balnicki will receive a service award of \$7,500 and Plaintiff Correa will receive a service award of \$2,500 from the Settlement Fund for their contribution to the litigation and their services to the Class. The remainder of the New Money

Payment will be distributed to the Class Members according to the plan of allocation in the Settlement;

- 9. The Court finds that the Notice, and the distribution thereof, satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e), that it was the best practicable under the circumstances, and that it constitutes due and sufficient notice to all persons entitled to the notice of the Agreement. The Court further finds that the Settlement Class Members were given a fair and reasonable opportunity to object to the settlement. Zero (0) Settlement Class Members objected to the settlement, and Zero (0) Settlement Class Members requested exclusion from the settlement.
- 10. This action is dismissed with prejudice as to all other issues and as to all parties and claims.
- 11. Upon the Effective Date, the Releases defined in ¶ 42-45 of the Settlement will bind all Settlement Class Members, PAGA Members, and Plaintiffs, respectively.
- 12. The Court further confirms and finds that nothing contained in the Agreement, the Preliminary Approval Order, the Final Approval Order, or this Judgment, or any other Order entered in this action shall in any way or manner constitute an admission or determination of liability by or against Defendant, or any other Released Parties with respect to any of the Settled Claims, Settled PAGA Claims and Settled Individual Claims, and shall not be offered in evidence in any action or proceeding against Defendant, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Agreement or this Order.
- 13. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement and the Final Approval Order.
  - 14. The Court retains continuing and exclusive jurisdiction over the parties

and all matters relating to this case, including administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this Judgment.

## It is so ORDERED.

DATED: June 16, 2021

HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE