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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Ivonne V Carbajal,
Plaintiff,
v.
Cenlar FSB,
Defendant.

No. CV-23-02391-PHX-SMB
FINAL APPROVAL ORDER

THIS MATTER COMING before the Court on the Plaintiff’s Motion and Memorandum for Approval of the Parties’ Collective Action Settlement (Doc. 46), (the “Motion”), and having considered the papers submitted to the Court and proceedings to date,

THE COURT FINDS AS FOLLOWS:

1. The Motion is **GRANTED**.
2. The Court finds, for settlement purposes only, that the collective action certification requirements of 29 U.S.C. § 216(b) are satisfied with respect to the Settlement Collective.¹
3. Pursuant to Section 216(b) of the Fair Labor Standards Act, the Court certifies the following collective for purposes of settlement:

The 2,008 individuals who performed work as hourly telephone-dedicated employees at Defendant’s call centers within the states of Arizona,

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement, which was filed as Exhibit 1 with the Plaintiff’s Motion for Approval.

1 Missouri and New Jersey at any time during the period of November 14,
2 2020 through December 31, 2024.

- 3 4. The Court finds, for settlement purposes only, that the standard for establishing
4 collective action certification under 29 U.S.C. § 216(b) is met, as all Settlement
5 Collective Members are “similarly situated” and either opted-in to the litigation
6 already as party plaintiffs and/or worked for Defendant and labored under the
7 same or similar pertinent policies or practices.
- 8 5. The Court finds that the Settlement memorialized in the Settlement Agreement is a
9 fair, reasonable, and adequate resolution of a bona fide dispute, and therefore
10 meets the requirements for approval. The Settlement is the result of a full-day
11 mediation with an independent and nationally recognized mediator and arm’s-
12 length negotiations between experienced attorneys who are familiar with
13 collective and class action litigation in general and with the legal and factual
14 issues of this case in particular.
- 15 6. The Court finds that the Named Plaintiff and Settlement Collective Counsel
16 adequately represented the Settlement Collective Members for the purposes of
17 entering into the Settlement. The Court appoints Ivonne Carbajal as the settlement
18 collective representative, and Plaintiff’s counsel, James X. Bormes and Catherine
19 P. Sons of Law Office of James X. Bormes, P.C., and Thomas M. Ryan of Law
20 Office of Thomas M. Ryan, P.C. and Michelle R. Matheson of Matheson &
21 Matheson, P.L.C. as Collective Counsel.
- 22 7. The Court appoints CPT Group as the Settlement Administrator.
- 23 8. The Court approves, as to form and content, the proposed Settlement Notice and
24 Claim Form attached as Exhibits 2 and 3 to the Plaintiff’s Motion and
25 Memorandum for Approval. The Court finds that the procedures for notifying the
26 Settlement Collective Members about the Settlement as described in the
27 Settlement Agreement provide the best notice practicable under the circumstances
28 and, when completed, shall constitute due and sufficient notice of the Settlement

1 to all persons and entities affected by and/or entitled to participate in the
2 Settlement, in full compliance with the notice requirements of 29 U.S.C. § 216(b),
3 due process, the Constitution of the United States of America, the laws of the State
4 of Arizona, and all other applicable laws. The Settlement Notice is accurate,
5 objective, and informative, and provides Settlement Collective Members with all
6 of the information necessary to make an informed decision regarding their
7 participation in the Settlement and its fairness.

8 9. The Court gives final approval of the Settlement as fair, reasonable, and adequate
9 to the Named Plaintiff and the Settlement Collective Members who submit a valid
10 and timely Claim Form and elect to participate in the Settlement, and in their best
11 interests, and in full compliance with all requirements of due process and federal
12 law. The Settlement is finally approved in all respects and its terms and
13 provisions shall be consummated.

14 10. Any Settlement Collective Member who elects not to submit a Claim Form or
15 participate in the Settlement shall not be bound by the Settlement Agreement, the
16 release set forth therein, and will not release any rights, claims or interests under
17 the Fair Labor Standards Act.

18 11. The Court approves the Settlement Payments to be made to each Settlement
19 Collective Member who submits a valid and timely Claim Form, to be distributed
20 from the Collective Settlement Fund in accordance with the Settlement
21 Agreement.

22 12. The Court approves the Service Awards in the amount of \$7,500.00 for the Named
23 Plaintiff and \$1,500.00 for each of the two (2) Opt-In Plaintiffs (collectively, the
24 Service Award Recipients), to be distributed from the Collective Settlement Fund
25 in accordance with the Settlement Agreement.

26 13. The Court approves the payment of Settlement Administration Expenses of up to
27 \$20,000.00 to the third-party Settlement Administrator, CPT Group, LLC, to be
28 paid by Defendant separate from and in addition to the Collective Settlement

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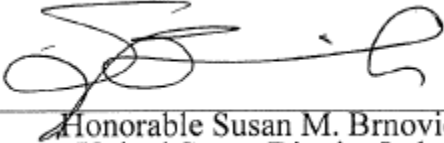
14. Collective Counsel will file a separate motion requesting the Court to approve payment of Collective Counsel’s fees and taxable and non-taxable costs by January 14, 2026. Under the Settlement Agreement, Defendant has agreed to pay up to \$285,000 in attorneys’ fees and up to \$45,000 in reimbursement of Plaintiff’s taxable and non-taxable out-of-pocket costs and expenses incurred in litigating and resolving this matter. Any attorneys’ fees and costs awarded by the Court, up to a combined maximum of \$330,000, will be paid from the \$600,000 Collective Settlement Fund. Any portion of attorneys’ fees or costs requested but not awarded by the Court will remain in and be added to the Collective Settlement Fund.

15. Except as otherwise provided in the Settlement Agreement or herein, the settling Parties are to bear their own attorneys’ fees and costs.

16. The Parties are ordered to carry out all other aspects of the Settlement according to the terms of the Settlement Agreement.

17. The Court hereby dismisses the above-captioned case and all claims alleged therein with prejudice, with each Party to bear their own costs and attorneys’ fees except as otherwise provided herein and in the Settlement Agreement, and this Court further bars and permanently enjoins all Settlement Collective Members who submit valid and timely Claim Forms from prosecuting any Released Claims against Defendant.

Dated this 13th day of February, 2026.



Honorable Susan M. Brnovich
United States District Judge