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FILED
Clerk of the Superior Court

DEC 06 2021

By: L. Urie, Clerk

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF SAN DIEGO**

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

12 Plaintiff,

13 vs.

14 BETTER BUZZ COFFEE COMPANY, a
California corporation; and DOES 1 through
15 100, inclusive,

16 Defendants.

Case No.: 37-2019-00006854-CU-OE-CTL

Honorable Ronald F. Frazier
Department C-65

CLASS ACTION

**~~[REVISED PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

Date: May 28, 2021
Time: 9:00 AM
Department: C-65

Complaint Filed: February 5, 2019
FAC Filed: March 18, 2019
Trial Date: None Set

1 This matter has come before the Honorable Ronald F. Frazier in Department C-65 of the
2 above-entitled Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiff
3 Jovana Haile's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys'
4 Fees, Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff, and Stuart Kane LLP appeared on behalf of Defendant Better Buzz
6 Coffee Company ("Defendant").

7 On December 3, 2020, 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 Stipulation of Settlement
10 ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits
11 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 or non-exempt employees who were
25 employed by Defendant in the State of California during the period from
26 February 5, 2015 through December 3, 2020. ("Class" or "Class Members").

27 4. The Court confirms Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna
28 Ghosh, Esq. of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel"), and Plaintiff

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Jovana Haile as representative of the class (“Class Representative”).

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

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

7. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Settlement. Accordingly, the Court determines that all Class Members who did not timely and

1 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
2 Order and Judgment.

3 8. The Court finds that payment of Settlement Administration Fees in the amount of
4 [Admin Costs] is appropriate for the services performed and costs incurred and to be incurred for
5 the notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Phoenix Settlement Administrator, shall issue payment to itself in the amount of
7 [Admin Costs], in accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the allocation of \$30,000.00 toward penalties under the
9 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
10 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
11 Penalties as follows: the amount of \$22,500.00 to the California Labor and Workforce
12 Development Agency, and the amount of \$7,500.00 to be distributed to eligible Settlement Class
13 Members on a *pro rata* basis, according to the terms and methodology set forth in the Settlement
14 Agreement.

15 10. The Court finds that the Enhancement Payment sought is fair and reasonable for
16 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
17 Administrator issue payment in the amount of \$5,000.00 to Plaintiff Jovana Haile for her
18 Enhancement Payment, according to the terms and methodology set forth in the Settlement
19 Agreement.

20 11. The Court finds that the request for attorneys’ fees in the amount of \$247,500.00 to
21 *Lawyers for Justice, PC* (“Class Counsel”) falls within the range of reasonableness, and the results
22 achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair,
23 reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement
24 Administrator issue payment in the amount of \$247,500.00 to Class Counsel for attorneys’ fees,
25 in accordance with the terms and methodology set forth in the Settlement Agreement.

26 12. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$18,866.16 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
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1 Settlement Administrator issue payment in the amount of \$18,866.16 to Class Counsel for
2 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
3 forth in the Settlement Agreement.

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

7 14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
8 an account established by the Settlement Administrator, in three (3) installments – an initial payment
9 on one-third (1/3) of the Gross Settlement Amount (“First Installment”) within one (1) business day of
10 the Effective date, payment of one-third (1/3) of the Gross Settlement Amount no later than six (6)
11 months from the Effective Date (“Second Installment”), and payment of one-third (1/3) of the Gross
12 Settlement Amount no later than twelve (12) months from the Effective Date (“Third Installment”), in
13 accordance with the terms and methodology set forth in the Settlement Agreement.

14 15. It is hereby ordered that the Settlement Administrator shall distribute Settlement
15 Awards and PAGA Awards to the Settlement Class Members within five (5) calendar days after
16 receipt of the Second Installment, according to the methodology and terms set forth in the
17 Settlement Agreement.

18 16. It is ordered that any and all Settlement Award and PAGA Award checks issued to
19 Settlement Class Members that are not cashed or deposited within one hundred eighty (180) calendar
20 days after issuance will be cancelled. Funds associated with the cancelled checks will be distributed
21 to Legal Aid Society of San Diego pursuant to the California Code of Civil Procedure section
22 384(b)(3).

23 17. A Status Conference Re: Settlement Funding is set for December 3, 2021, at 11:15
24 a.m. in Department C-65 of the above-entitled Court.

25 18. A Compliance Hearing is set for July 22, 2022, at 8:30 a.m. in Department C-65 of
26 the above-entitled Court. Class counsel shall file a compliance report from the Settlement
27 Administrator regarding settlement administration by July 8, 2022.

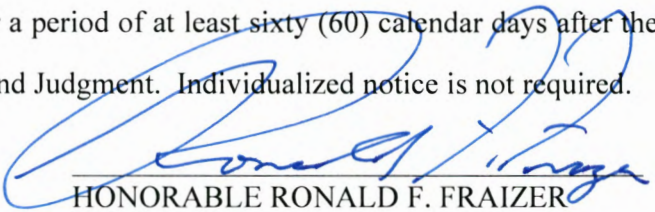
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19. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order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

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

Dated: 12/6/21


HONORABLE RONALD F. FRAIZER
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 24, 2021, I served the foregoing document(s) described as: **[REVISED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT** on interested parties in this action as follows:

Robert J. Kane (*RKane@stuartkane.com*)
STUART KANE, LLP
620 Newport Center Drive, Suite 200
Newport Beach, California 92660

Attorneys for Defendant Better Buzz Coffee Company.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

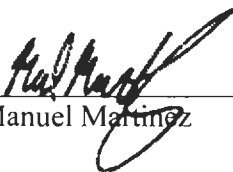
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 24, 2021, at Glendale, California.



Manuel Martinez