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**FILED**  
Superior Court of California  
County of Los Angeles  
**07/25/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:           L. MGreené           Deputy

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

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

12 Plaintiff,

13 v.

14 RENAUD'S BAKERY AND BISTRO, INC., a  
15 California corporation; and DOES 1 through  
100, inclusive,

16 Defendants.

Case No.: 19STCV35046

Honorable Carolyn B. Kuhl  
Department SSC12

**CLASS ACTION**

**~~[REVISED PROPOSED]~~ FINAL  
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: October 2, 2019  
FAC Filed: January 14, 2022  
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC12 of the  
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on  
3 Plaintiff Trevor Johnson’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 Nye, Stirling, Hale, & Miller, LLP appeared on  
6 behalf of Defendant Renaud’s Bakery and Bistro, Inc. (“Defendant”).

7 On January 29, 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 Stipulation of Settlement and  
10 Release and Amendment No. 1 to Stipulation of Settlement and Release (together, “Settlement,”  
11 “Agreement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto, set  
12 forth the terms and conditions for settlement of the Action.

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

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

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

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

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

25 All current and former hourly-paid or non-exempt employees who worked for  
26 Defendant at any time during the period from October 2, 2015 through January  
27 29, 2022 in California (“Class” or “Class Members”).

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

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

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

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1           7.       The Court finds that two (2) Class Members, Justin Pizzo and Anthony Eric Marie,  
2 have timely and validly opted out of the Settlement and will not be bound by this Final Approval  
3 Order and Judgment.

4           8.       The Court finds that payment of Administration Costs in the amount of \$10,800.00  
5 is appropriate for the services performed and costs incurred and to be incurred for the notice and  
6 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix  
7 Class Action Administration Solutions, shall issue payment to itself in the amount of \$10,800.00,  
8 in accordance with the terms and methodology set forth in Settlement Agreement.

9           9.       The Court finds that the Enhancement Award sought is fair and reasonable for the  
10 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement  
11 Administrator issue payment in the amount of \$6,500.00 to Plaintiff Trevor Johnson for his  
12 Enhancement Award, according to the terms and methodology set forth in the Settlement  
13 Agreement.

14           10.      The Court finds that the allocation of \$20,000.00 toward penalties under the  
15 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and  
16 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
17 Payment as follows: the amount of \$15,000.00 to the California Labor and Workforce  
18 Development Agency, and the amount of \$5,000.00 to be included in the Net Fund Value for  
19 distribution to Settlement Class Members, according to the terms and methodology set forth in the  
20 Settlement Agreement.

21           11.      The Court finds that the request for attorneys’ fees in the amount of \$88,333.00 to  
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and  
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
25 amount of \$88,333.00 to Class Counsel for attorneys’ fees, in accordance with the terms and  
26 methodology set forth in the Settlement Agreement.

27           12.      The Court finds that reimbursement of litigation costs and expenses in the amount  
28 of \$15,017.40 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the

1 Settlement Administrator issue payment in the amount of \$15,017.40 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 Releasees, as set forth in the Settlement Agreement and Notice.

7 14. It is hereby ordered that Defendant shall deposit the Gross Fund Value into an  
8 account established by the Settlement Administrator over three installments as follows: \$100,000  
9 within sixty (60) business days of entry of this Order (“First Installment”); \$100,000 within ten  
10 (10) months of payment of the First Installment (“Second Installment”); and \$65,000 within six  
11 (6) months of payment of the Second Installment (“Third Installment”), in accordance with the  
12 terms and methodology set forth in the Settlement Agreement.

13 15. It is hereby ordered that the Settlement Administrator shall distribute Settlement  
14 Shares to the Settlement Class Members within fifteen (15) business days after Defendant  
15 transmits the Second Installment, according to the methodology and terms set forth in the  
16 Settlement Agreement.

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

22 17. Notice of entry of this Final Approval Order and Judgment shall be given to the  
23 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class  
24 Action Administration Solutions’ website for a period of at least sixty (60) calendar days after the  
25 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

26 18. It is hereby ordered that no later than March 6, 2024 Plaintiff shall submit to the  
27 Court a declaration from the Settlement Administrator specifying the total amount paid to  
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Settlement Class Members and the leftover residual of settlement funds that will be transmitted to the California Unclaimed Wages Fund.

Dated: 07/25/2022



Handwritten signature of Carolyn B. Kuhl in cursive.

Carolyn B. Kuhl / Judge  
HONORABLE CAROLYN B. KUHL  
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

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

6 On June 30, 2022, I served the foregoing document(s) described as: **[REVISED**  
7 **PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this  
8 action by Electronic Service as follows:

8 Alison Bernal ([alison@nshmlaw.com](mailto:alison@nshmlaw.com))  
9 Jonathan D. Miller ([Jonathan@nshmlaw.com](mailto:Jonathan@nshmlaw.com))  
10 Meg Parker ([meg@nshmlaw.com](mailto:meg@nshmlaw.com))  
11 **NYE STIRLING HALE & MILLER LLP**  
12 33 West Mission Street, #201  
13 Santa Barbara, CA 93101

14 *Attorneys for Defendant*

15 **[X] BY E-MAIL**

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

20 **[X] STATE**

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

23 Executed on June 30, 2022, at Glendale, California.

24   
25 \_\_\_\_\_  
26 Manuel Martinez

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203