

JUL 28 2021

BY 
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6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SONOMA**

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

12 Plaintiff,

13 vs.

14 REDWOOD CREDIT UNION, a California
corporation; and DOES 1 through 100,
15 inclusive,

16 Defendants.
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Case No.: SCV-264292

Honorable Jennifer V. Dollard
Courtroom 18

CLASS ACTION

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

Date: July 28, 2021
Time: 3:00 p.m.
Courtroom: 18 19

Complaint Filed: April 17, 2019
FAC Filed: June 18, 2019
Trial Date: None Set

Gary Nadler 19
~~Jennifer V. Dollard~~

1 This matter has come before the Honorable ~~Jennifer V. Dollard~~ in Courtroom 18 of the
2 above-entitled Court, located at Civil and Family Law Courthouse, 3055 Cleveland Avenue, 1st
3 Floor, Santa Rosa, California 95403, on Plaintiff Smokey Chaiyavong's ("Plaintiff") Motion for
4 Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Incentive Award ("Motion
5 for Final Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiff, and Hirschfeld
6 Kraemer LLP appeared on behalf of Defendant Redwood Credit Union ("Defendant").

7 On March 25, 2021, 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 Joint Stipulation of Class and PAGA
10 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), which, together
11 with the exhibits 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 non-exempt employees employed by Defendant in
25 California at any time during the period from April 17, 2015 through March 25,
26 2021 ("Class" or "Class Members").

27 4. The Notice of Class Action Settlement ("Notice") that was provided to the Class
28 Members, fully and accurately informed the Class Members of all material elements of the

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

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

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

26 7. The Court finds that four (4) Class Members who did not submit a Request for
27 Exclusion have timely and validly opted out of the Settlement and will not be bound by this Final
28 Approval Order and Judgment.

1 8. The Court finds that payment of Administration Costs in the amount of \$10,500.00
2 is appropriate for the services performed and costs incurred and to be incurred for the notice and
3 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
4 Settlement Administrators, shall issue payment to itself in the amount of \$10,500.00, in accordance
5 with the terms and methodology set forth in Settlement Agreement.

6 9. The Court finds that the Incentive Award sought is fair and reasonable for the work
7 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Smokey Chaiyavong for his
9 Incentive Award, according to the terms and methodology set forth in the Settlement Agreement.

10 10. The Court finds that the allocation of \$100,000.00 toward penalties under the
11 California Private Attorneys General Act of 2004 ("PAGA Allocation"), is fair, reasonable, and
12 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
13 Allocation as follows: the amount of \$75,000.00 to the California Labor and Workforce
14 Development Agency, and the amount of \$25,000.00 to be included in the Net Settlement Fund
15 for distribution to Settlement Class Members, according to the terms and methodology set forth in
16 the Settlement Agreement.

17 11. The Court finds that the request for attorneys' fees in the amount of \$630,000.00 to
18 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
20 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$630,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
22 methodology set forth in the Settlement Agreement.

23 12. The Court finds that reimbursement of litigation costs and expenses in the amount
24 of \$34,028.73 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Settlement Administrator issue payment in the amount of \$34,028.73 to Class Counsel for
26 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
27 forth in the Settlement Agreement.

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

4 14. It is hereby ordered that Defendant wire sufficient funds for the Gross Settlement
5 Fund and Employer Payroll Contributions to the Settlement Administrator within ten (10) business
6 days of the Effective Date / / , in accordance with the terms and methodology set
7 forth in the Settlement Agreement.


8 15. It is hereby ordered that the Settlement Administrator will distribute Individual
9 Settlement Payments to the Settlement Class Members within ten (10) business days of the
10 Funding Date, according to the methodology and terms set forth in the Settlement Agreement.

11 16. Individual Settlement Payment checks issued to Settlement Class Members shall
12 be valid and negotiable for one hundred eighty (180) calendar days from the date of issuance, and
13 if not cashed or negotiated within that time will be void. The funds associated with such voided
14 checks shall be distributed by the Settlement Administrator to the Legal Aid of Sonoma County.

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

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

24
25 Dated: July 28, 2021


HONORABLE ~~JENNIFER V. DOLLARD~~ Gary Nadler
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE BY MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 600 Administration Dr., Room 107-J, Santa Rosa, California, 95403; that I am not a party to this case; that I am over the age of 18; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of *FINAL APPROVAL ORDER AND JUDGMENT* in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices.

Date: July 29, 2021

Arlene Junior
Clerk of the Court

By: Melissa Waters
Melissa Waters, Deputy Clerk

-ADDRESSEES-

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