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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
09/24/2021 at 05:41:00 PM
Clerk of the Superior Court
By Lee McAlister, Deputy Clerk

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO**

9 LELIA CLAY, individually, and on behalf of
10 other members of the general public similarly
situated;

11 Plaintiff,

12 vs.

13 XIFIN, INC., a California corporation; and
14 DOES 1 through 100, inclusive,

15 Defendants.

Case No.: 37-2019-00032345-CU-OE-CTL

Honorable Richard E. L. Strauss
Department C-75

CLASS ACTION

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

Date: May 28, 2021
Time: 9:00 AM
Department: C-75

Complaint Filed: June 24, 2019
Trial Date: None Set

1 This matter has come before the Honorable Richard E. L. Strauss in Department C-75 of the
2 above-entitled Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiff Lelia
3 Clay’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs,
4 and Enhancement Award (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf
5 of Plaintiff, and Gordon Rees Scully Mansukhani LLP appeared on behalf of Defendant XIFIN, Inc.
6 (“Defendant”).

7 On October 8, 2020, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of
9 the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
10 Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
11 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 oral
13 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 Procedure
20 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class
21 and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for
22 settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to
23 include:

24 All current and former hourly-paid or non-exempt employees who worked for
25 Defendant in California at any time during the period from June 24, 2015 through
26 May 5, 2020 (“Class” or “Class Members”).

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

1 representative of the Class (“Class Representative”).

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

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

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

1 8. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$6,500.00 is appropriate for the services performed and costs incurred and to be incurred for the notice
3 and settlement administration process. It is hereby ordered that the Settlement Administrator,
4 Phoenix Settlement Administrators, shall issue payment to itself in the amount of \$6,500.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

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

9 10. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount and an
10 amount sufficient to cover Employer Taxes to be determined by the Settlement Administrator into an
11 account established by the Settlement Administrator within thirty (30) business days after the
12 Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

13 11. It is hereby ordered that the Settlement Administrator shall distribute Individual
14 Settlement Payments to the Settlement Class Members within ten (10) business days after Defendant
15 funds the Gross Settlement Amount, according to the methodology and terms set forth in the
16 Settlement Agreement.

17 12. It is ordered that any and all Individual Settlement Payment checks issued to Settlement
18 Class Members that are not cashed or deposited within one hundred eighty (180) calendar days after
19 issuance will be cancelled. Funds associated with the cancelled checks will be distributed to the
20 Unclaimed Property Fund maintained by the State Controller's Office for the benefit of those
21 Settlement Class Members who did not cash their checks until such time they claim their property.

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

27 14. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
28 Members by posting a copy of the Final Approval Order and Judgment on Phoenix Settlement

1 Administrators' website for a period of at least sixty (60) calendar days after the date of entry of this
2 Final Approval Order and Judgment. Individualized notice is not required.

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Dated: 09/24/2021



HONORABLE RICHARD E. L. STRAUSS
JUDGE OF THE SUPERIOR COURT