

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KRISTY MINOR, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

HSNI, LLC, and unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS1910946

Honorable David S. Cohn
Department S26

CLASS ACTION

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

Date: December 21, 2020
Time: 10:00 a.m.
Department: S26

Complaint Filed: April 10, 2019
FAC Filed: September 9, 2019
SAC Filed: June 23, 2020
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the above-
2 entitled Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino,
3 California 92415, on Plaintiff Kristy Minor’s (“Plaintiff”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Costs, and Service Payment (“Motion for Final
5 Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Seyfarth Shaw LLP
6 appeared on behalf of Defendant HSNI, LLC (“Defendant”).

7 On September 11, 2020, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled action (“Action”) in accordance with the Class Action and PAGA
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
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 or hourly-paid employees who worked for
25 Defendant in California at any time from April 10, 2015 through April 10, 2020
26 (“Class” or “Class Members”).

27 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
28 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

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

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

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

25 7. The Court finds that payment of Settlement Administration Costs in the amount of
26 \$7,300.00 is appropriate for the services performed and costs incurred and to be incurred for the
27 notice and settlement administration process. It is hereby ordered that the Settlement
28

1 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$7,300.00, in
2 accordance with the terms and methodology set forth in Settlement Agreement.

3 8. The Court finds that the Service Payment sought is fair and reasonable for the work
4 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
5 Administrator issue payment in the amount of \$10,000.00 to Plaintiff Kristy Minor for her Service
6 Payment, according to the terms and methodology set forth in the Settlement Agreement.

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

14 10. The Court finds that the request for attorneys’ fees in the amount of \$366,666.67 to
15 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
16 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
17 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
18 amount of \$366,666.67 to Class Counsel for attorneys’ fees, in accordance with the terms and
19 methodology set forth in the Settlement Agreement.

20 11. The Court finds that reimbursement of litigation costs and expenses in the amount
21 of \$27,803.81 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
22 Settlement Administrator issue payment in the amount of \$27,803.81 to Class Counsel for
23 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
24 forth in the Settlement Agreement.

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

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1 13. It is hereby ordered that Defendant shall deposit the Gross Fund Value into a
2 Qualified Settlement Fund established by the Settlement Administrator within ten (10) business
3 days after the Effective Date, in accordance with the terms and methodology set forth in the
4 Settlement Agreement.

5 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
6 Settlement Payments to the Settlement Class Members within twenty (20) business days after the
7 Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

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

13 16. The Settlement is not a concession or admission, and shall not be used against
14 Defendant as an admission or indication with respect to any claim of any fault or omission by
15 Defendant. Neither the Settlement, nor any document, statement, proceeding or conduct related
16 to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered
17 or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to
18 the Defendant, including, but not limited to, evidence of a presumption, concession, indication or
19 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage,
20 except for legal proceedings concerning the implementation, interpretation, or enforcement of the
21 Settlement.

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 Simpluris, Inc.'s
24 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
25 Order and Judgment. Individualized notice is not required.

26 Dated: _____

HONORABLE DAVID S. COHN
JUDGE OF THE SUPERIOR COURT