

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (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 LOS ANGELES**

TREVOR JOHNSON, 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,

v.

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

Defendants.

Case No.: 19STCV35046

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

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

Date: June 28, 2022
Time: 10:30 a.m.
Department: SSC12

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”).

28 ///

///

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.

28 ///

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

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

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

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

20 11. The Court finds that the request for attorneys’ fees in the amount of \$92,750.00 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$92,750.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

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

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

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

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

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

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

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

25
26 Dated: _____

HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT