

B. James Fitzpatrick (SBN: 129056)
Laura L. Franklin (SBN: 282642)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
nrosenthal@diversitylaw.com

Attorneys for Plaintiff,
HEA YON SUZZIE DORN, on behalf of herself and all other similarly situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

HEA YON SUZZIE DORN, on behalf of
herself and all similarly aggrieved
employees,

Plaintiff,

v.

CENTRAL COAST FEDERAL CREDIT
UNION; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000335

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

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

Date: March 8, 2024

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: February 3, 2022

Trial Date: Not Set

1 This matter came for hearing on March 8, 2024, at 8:30 a.m. The Court has considered
2 the Joint Stipulation and Settlement of Class Action Claims and Second Amended Joint
3 Stipulation and Settlement of Class Action Claims (collectively, the “Settlement Agreement”)
4 in the above-referenced action, the record in the Action and the arguments and authorities of
5 counsel.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

7 1. The Court, for the purposes of this Judgment, Final Order, and Decree (the
8 “Judgment and Order”) adopts the terms and conditions set forth in the Settlement Agreement.
9 Throughout this Judgment and Order, the capitalized words are given the same meaning
10 ascribed in the Settlement Agreement.

11 2. The Court has jurisdiction over the subject matter of this litigation and over all
12 Parties to the Action and members of the Class. The Parties to this Action are Plaintiff Hea
13 Yon Suzzie Dorn (“Plaintiff”) and Defendant Central Coast Federal Credit Union
14 (“Defendant”).

15 3. The Court finds that the notice to the Class of this settlement pursuant to the
16 order granting Preliminary Approval: (i) constituted the best practicable notice; (ii) constituted
17 notice that was reasonably calculated under the circumstances to apprise Class Members of the
18 pendency of the Action, their right to object to or exclude themselves from the proposed
19 Settlement Agreement, and their right to appear at the Final Approval Hearing; (iii) was
20 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
21 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the
22 California and United States Constitutions (including the Due Process Clause), the California
23 Rules of Court, and any other applicable law.

24 4. The Settlement Agreement was reached after arm’s length negotiations between
25 the Parties and is fair, reasonable, and adequate, consistent and in compliance with all the
26 applicable requirements of the California Code of Civil Procedure, the California and United
27 States Constitutions (including the Due Process Clause), the California Rules of Court, and
28 any and all other applicable laws, and is in the best interest of each of the Parties and the Class

Members. The Parties entered into the Settlement Agreement solely for the purpose of compromising disputed claims and that nothing in the Settlement Agreement is an admission of liability or wrongdoing by Defendant or any of the Released Parties.

5. This Court now finds and concludes for purposes of Settlement that:

(a) all members of the Class are so numerous that joinder of all Class Members in the Action is impracticable;

(b) there are questions of law and fact common to the Class which, as to the settlement and related matters, predominate over any individual questions;

(c) the claims of Plaintiff are typical of the claims of the Class Members; and

(d) Plaintiff and Class Counsel can and have fairly and adequately represented and protected the interests of the Class Members.

The Class is defined per the terms of the Settlement Agreement.

6. The Action (including all individual claims and Class claims presented thereby) is dismissed on the merits with prejudice and without costs to any party (except as otherwise provided in the Settlement Agreement).

7. The terms of the Settlement Agreement and this Final Judgment and Order are binding on Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, assigns, and those terms shall have *res judicata*, *collateral estoppel*, and all other preclusive effect in any and all pending and future claims, lawsuits, or other proceedings, including all forms of alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings involve matters that were raised in this Action, reasonably arise out of the facts alleged in this Action, or are otherwise encompassed by the Release or the Released Claims or Released PAGA Claims as set forth in the Settlement Agreement.

8. The Parties agree in good faith to undertake any necessary actions to affect the Final Judgment and Order.

9. The Court hereby grants Plaintiff's attorneys' request for an award of reasonable

1 attorneys' fees in the amount of \$100,000.00. The Court further grants Plaintiff's attorney's
2 request for reimbursement of Plaintiff's expenses in the amount of \$595.10 to Diversity Law
3 Group, which represents court filing fees, mediation fees, service of process fees, and other
4 litigation expenses, and \$6,692.85 to Fitzpatrick & Swanston, which represents court filing
5 fees, mediation fees, service of process fees, and other litigation expenses. The attorneys' fees
6 and costs shall be paid in accordance with the terms of the Settlement Agreement.

7 10. The Court hereby grants the request for the Class Representative Service Award
8 of \$5,000.00 to Plaintiff Hea Yon Suzzie Dorn. The Service Award will be paid to Plaintiff in
9 accordance with the terms of the Settlement Agreement.

10 11. The Court hereby grants the request for Phoenix Settlement Administrators to
11 receive \$5,250.00 for the cost of the settlement administration in this matter.

12 12. Without affecting the finality of the Final Judgment and Order, the Court shall
13 retain continuing jurisdiction over the Action and the Parties and Settlement Class, and the
14 administration and enforcement of the Agreement. Any disputes or controversies arising with
15 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
16 Agreement shall be presented by Motion to the Court; provided however, that nothing in this
17 paragraph shall restrict the ability of the Parties to exercise their rights under Paragraphs 1
18 through 11, above.

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1 13. A Status Conference regarding final distribution of the settlement funds is
2 hereby set for _____, at 8:30 a.m. in Department 15. On or before
3 _____, Plaintiff's counsel or the Settlement Administrator will submit a report to the
4 Court regarding distribution of the settlement funds. Upon receipt of said report, any unpaid
5 residue or unclaimed or abandoned class member funds shall be paid pursuant to California
6 Code of Civil Procedure § 384, as amended, and the terms of the Settlement Agreement, which
7 shall be set forth in an amended Judgment at that time.

8 **IT IS SO ORDERED AND FINAL JUDGMENT IS HEREBY ENTERED.**

9
10 DATED: _____

HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA