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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
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 30, 2023

Time: 9:00 a.m.

Dept.: 15

Complaint Filed: February 3, 2022

Trial Date: Not Set

1 Plaintiff Hea Yon Suzzie Dorn's ("Plaintiff") application for an Order Granting
2 Preliminary Approval of Class Action Settlement was filed with the Court on June 7, 2023,
3 and a hearing was held before this Court on June 30, 2023. Appearances for Plaintiff and
4 Defendant Central Coast Federal Credit Union ("Defendant") were noted on the record.

5 The Court has considered the Joint Stipulation and Settlement of Class Action Claims
6 ("Stipulation," "Settlement Agreement," or "Settlement") and all other papers filed in this
7 action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
11 and reasonable to the Class.

12 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a
15 whole.

16 3. The Court hereby approves the following Class for settlement purposes:

17 all non-exempt employees who are or previously were employed by
18 Central Coast Federal Credit Union in California during the Class
19 Period.

20 Should for whatever reason the Settlement Agreement not become Final, the fact that
21 the Parties were willing to stipulate to certification of a class as part of the Settlement
22 Agreement shall have no bearing on, or be admissible in connection with, the Litigation.

23 4. The Court appoints and designates: (a) Plaintiff Hea Yon Suzzie Dorn as the
24 Class Representative and (b) B. James Fitzpatrick, Laura L. Franklin, and Alison Baker of
25 Fitzpatrick & Swanston, and Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of
26 Diversity Law Group, P.C. as Class Counsel for the Class. Class Counsel is authorized to act
27 on behalf of the Class with respect to all acts or consents required by, or which may be given,
28 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the

1 Settlement Agreement and its terms. Any Class Member may enter an appearance through his
2 or her own counsel at such Class Member's own expense. Any Class Member who does not
3 enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, including the amount of the PAGA
7 penalties, and appears to be presumptively valid, subject only to any objections that may be
8 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
9 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
10 Members when balanced against the probable outcome of further litigation relating to liability
11 and damages issues. It also appears that investigation, research, and court proceedings have
12 been conducted so that counsel for the Settling Parties are able to reasonably evaluate their
13 respective positions. It appears to the Court that settlement at this time will avoid substantial
14 additional costs by all Settling Parties, as well as avoid the delay and risks that would be
15 presented by the further prosecution of the Litigation. It also appears that settlement has been
16 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

17 6. A final fairness hearing on the question of whether the proposed Settlement
18 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs
19 to Class Counsel, the payment to the Settlement Administrator, the payment to the Labor and
20 Workforce Development Agency, and the Class Representative Service Award should be
21 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set
22 for _____, at ____ a.m. in this Court.

23 7. The Court hereby approves, as to form and content, the Notice of Pendency of
24 Class Action ("Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
25 Settlement Agreement. The Court finds that distribution of the Notice to Class Members
26 substantially in the manner and form set forth in the Settlement Agreement and this Order
27 meets the requirements of due process and shall constitute due and sufficient notice to all
28 parties entitled thereto.

1 8. The Court appoints and designates Phoenix Settlement Administrators as the
2 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide
3 the approved Notice to Class Members using the procedures set forth in the Settlement
4 Agreement.

5 9. Any Class Member may choose to opt out of and be excluded from the
6 settlement as provided in the Settlement Agreement and Notice and by following the
7 instructions for requesting exclusion. Any person who timely and properly opts out of the
8 settlement will not be bound by the Settlement Agreement, except as it pertains to the
9 Released PAGA Claims, and will not have any right to object, appeal, or comment on the
10 settlement. Any request for exclusion must be in writing and signed by each such Class
11 Member opting out and must otherwise comply with the requirements delineated in the Notice.
12 Class Members who have not requested exclusion by submitting a valid and timely request by
13 the deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
14 Judgment.

15 10. Any Class Member may object to the Settlement Agreement or express his or
16 her views regarding the Settlement Agreement, and may present evidence and file briefs or
17 other papers that may be proper and relevant to the issues to be heard and determined by the
18 Court as provided in the Notice.

19 11. Any portion of the Individual Settlement Payment not cashed within one-
20 hundred eighty (180) days from the date of issuance of the check shall be entirely paid to
21 Watsonville Law Center. Watsonville Law Center is approved as a *cy pres* recipient.

22 12. The Motion for Final Approval shall be filed by the Class Representative no
23 later than sixteen (16) court days before the Settlement Fairness Hearing.

24 13. The Court reserves the right to adjourn or continue the date of the Settlement
25 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice
26 to the Class, and retains jurisdiction to consider all further applications arising out of or
27 connected with the Settlement Agreement.

28 IT IS SO ORDERED.

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DATED: _____

HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA