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FILED
KERN COUNTY
FEB - 8 2019
BY _____ DEPUTY
ENDORSED

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KERN**

10 ANA HERNANDEZ, individually, and on
11 behalf of other members of the general public
similarly situated; ANTONELLA
12 RANDAZZO, individually and on behalf of
other members of the general public similarly
13 situate, and on behalf of aggrieved employees
pursuant to the California Private Attorney
14 General Act;

15 Plaintiffs,

16 vs.

17 RABOBANK, N.A., an unknown business
entity; and DOES 1-100, inclusive,

18 Defendants; and

19 DANIEL ROSE and SANDY STINSON, on
20 behalf of themselves and all others similarly
situated;

21 Intervenors.
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Case No.: S-1500-CV-284159LHB

Honorable Thomas S. Clark
Department 17

CLASS ACTION

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

Date: February 8, 2019
Time: 8:30 a.m.
Department: 17

Complaint Filed: February 18, 2015
Complaint in
Intervention Filed: March 16, 2017
FAC Filed: May 24, 2017
SAC Filed: June 27, 2017
Amended Complaint
in Intervention Filed: June 30, 2017
Trial Date: None Set

1 This matter has come before the Honorable Thomas S. Clark in Department 17 of the
2 above-entitled Court, located at the Metro Division, 1415 Truxtun Avenue, Bakersfield, California
3 93301, on Plaintiffs Ana Hernandez and Antonella Randazzo's ("Plaintiffs") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Payments ("Motion for
5 Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs and weintraub tobin
6 chediak coleman grodin Law Corporation appeared on behalf of Defendant Rabobank, N.A.
7 ("Defendant").

8 On August 24, 2018, the Court entered an Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Amended Joint Stipulation of Class
11 Action and PAGA Settlement and Amendment No. 1 to Amended Joint Stipulation of Class Action
12 and PAGA Settlement (together, "Settlement," "Agreement," or "Settlement Agreement"), which,
13 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
14 Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

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1 All current or former hourly-paid or non-exempt employees of Defendant
2 in California at any time during the period from February 18, 2011 through
3 June 16, 2017, not including the Excluded Positions. "Excluded Positions"
4 means Mortgage Loan Representatives, Mortgage Loan Officers, Loan
5 Officers, and/or other inside commissioned positions of Defendant in
6 California, only with respect to the time period from December 20, 2012 to
7 June 16, 2017 ("Class" or "Class Members").

8 4. The Notice of Class Action and PAGA Settlement ("Class Notice") and Claim
9 Form (together, "Notice Packet") that were provided to the Class Members, fully and accurately
10 informed the Class Members of all material elements of the Settlement and of their opportunity to
11 participate in, object to or comment thereon, or to seek exclusion from, the Settlement; were the
12 best notice practicable under the circumstances; were valid, due, and sufficient notice to all Class
13 Members; and complied fully with the laws of the State of California, the United States
14 Constitution, due process and other applicable law. The Notice Packet fairly and adequately
15 described the Settlement and provided the Class Members with adequate instructions and a variety
16 of means to obtain additional information.

17 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
18 and finds it reasonable and adequate, and in the best interests of the Class as a whole. More
19 specifically, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
21 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
22 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
23 evidence presented, including evidence regarding the strength of the Plaintiffs' case; the risk,
24 expense, and complexity of the claims presented; the likely duration of further litigation; the
25 amount offered in the Settlement; the extent of investigation and discovery completed; and the
26 experience and views of Class Counsel. The Court has further considered the absence of objections
27 to the Settlement and that there were only six (6) valid and timely requests to be excluded from
28 the Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
Settlement be affected in accordance with the Settlement Agreement and the following terms and
conditions.

1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 timely and valid request for exclusion to the Settlement Administrator (“Settlement Class
6 Members”) are bound by this Final Approval Order and Judgment.

7 7. The Court finds that Class Members, Christina Ussery, Phillip Mauk, Diana
8 Creecy, Heather Ellingson, Eleanor Raccioppo, and Adalia Jennings, have timely and validly opted
9 out of the Settlement and will not be bound by this Final Approval Order and Judgment.

10 8. The Court finds that payment of Settlement Administration Costs in the amount of
11 \$27,000 is appropriate for the services performed and costs incurred and to be incurred for the
12 notice and settlement administration process. It is hereby ordered that the Settlement
13 Administrator, KCC Class Action Services, LLC, shall issue payment to itself in the amount of
14 \$27,000, in accordance with the Settlement Agreement.

15 9. The Court finds that the Service Payments sought are fair and reasonable for the
16 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
17 Administrator issue payments to Plaintiffs Ana Hernandez and Antonella Randazzo in the amount
18 of \$8,000 to each of them for Service Payments, according to the terms set forth in the Settlement
19 Agreement.

20 10. The Court finds that the allocation of \$15,000 toward penalties under the California
21 Private Attorneys General Act of 2004 (“PAGA”), is fair, reasonable, and appropriate, and hereby
22 approved. The Settlement Administrator shall distribute the PAGA penalties as follows: the
23 amount of \$11,250 to the California Labor and Workforce Development Agency, and the amount
24 of \$3,750 to be included in the Net Settlement Amount for distribution to Claimants, according to
25 the terms set forth in the Settlement Agreement.

26 11. The Court finds that the request for attorneys’ fees in the amount of \$787,500 falls
27 within the range of reasonableness, and the results achieved justify the award sought. The
28 requested attorneys’ fees are fair, reasonable, and appropriate, and are hereby approved. It is

1 hereby ordered that the Settlement Administrator issue payment in the amount of \$787,500 to
2 Lawyers *for* Justice, PC for attorneys' fees, in accordance with the Settlement Agreement.

3 12. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$37,500 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Settlement Administrator issue payment in the amount of \$37,500 to Lawyers *for* Justice, PC for
6 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

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

10 14. It is hereby ordered that Defendant shall fund the Settlement within ten (10)
11 calendar days of the Final Approval Date, in accordance with the Settlement Agreement.

12 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
13 Settlement Payments to each Class Member who submitted a timely and valid Claim Form
14 ("Claimant") within seven (7) calendar days after the Effective Date, according to the methodology
15 and terms set forth in the Settlement Agreement.

16 16. It is ordered that funds associated with any and all Individual Settlement Payment
17 checks issued to Claimants that are not cashed or deposited within one hundred eighty (180)
18 calendar days after they are issued shall be transmitted as follows: twenty-five percent (25%) to
19 the California State Treasury for deposit in the Trial Court Improvement and Modernization Fund,
20 and seventy-five percent (75%) to the California State Treasury for deposit into the Equal Access
21 Fund of the Judicial Branch.

22 17. 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
25 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
26 any dispute arising from or in connection with the distribution of settlement benefits.

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18. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on KCC Class Action Services, LLC's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. No individualized notice shall be required.

Dated: 2/8/19

THOMAS S. CLARK
HONORABLE THOMAS S. CLARK
JUDGE OF THE SUPERIOR COURT