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FILED
 KERN COUNTY SUPERIOR COURT
 10/12/2022
 BY Villalon, Maribel
 DEPUTY

8 Attorneys for Plaintiff Jose Ceja

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF KERN

12 JOSE CEJA, individually, and on behalf of other
 13 members of the general public similarly situated,
 and as an aggrieved employee pursuant to the
 Private Attorneys General Act (“PAGA”),

14 Plaintiff,

15 vs.

16 EL TORO LOCO MARKET, LLC, a California
 17 limited liability company; TORO LOCO
 LINDA LLC, a California limited liability
 18 company; EXPRESS WHOLESALE LLC, a
 California limited liability company; and DOES
 19 1 through 10, inclusive,

20 Defendants.

Case No.: BCV-21-101202

Assigned to the Hon. J. Eric Bradshaw

**~~PROPOSED~~ ORDER AND JUDGMENT
 GRANTING MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND MOTION FOR
 ATTORNEYS’ FEES, COSTS AND
 EXPENSES, AND A CLASS
 REPRESENTATIVE ENHANCEMENT
 PAYMENT**

Date: October 12, 2022
 Time: 8:30 a.m.
 Place: Division J

Complaint Filed: May 27, 2021

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1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and a Class Representative
4 Enhancement Payment (collectively, the “Motions”). Due and adequate notice having been given to
5 Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action Settlement and Release (collectively, “Settlement Agreement” or
13 “Settlement”), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately
20 described the settlement and provided Class Members with adequate instructions and a variety of means
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. Final approval shall be with respect to: All persons who worked for Defendants as non-
26 exempt, hourly paid employees in the State of California at any time from May 27, 2017 to June 15,
27 2022, inclusive.

28 11. Plaintiff Jose Ceja is an adequate and suitable representative and is hereby appointed the

1 Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
2 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
3 Class, and that his interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
6 claims arising out of his employment with Defendants.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA
14 Members.

15 15. The Court hereby awards \$108,333 in attorneys' fees and \$9,690 in costs and expenses
16 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
17 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
18 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
19 via their lodestar crosscheck, and the Court finds that the rates and hours billed are fair and reasonable.

20 16. The Court approves settlement administration costs and expenses in the amount of
21 \$10,000 to CPT Group, Inc.

22 17. All Class Members were given a full and fair opportunity to participate in the Approval
23 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
24 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
25 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
26 shall be forever binding on all Participating Class Members. These Participating Class Members have
27 released and forever discharged the Released Parties for any and all Released Class Claims: All claims
28 and causes of action asserted in the Action, and those claims, rights, demands, and causes of action

1 arising from or reasonably related to the set of operative facts alleged in the operative Complaint in the
2 Action, including claims under (i) Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
3 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, and 2802; and (ii) sections 3, 4, 5, 7-
4 14, 20, and 22 of IWC Wage Order 7-2001 and any other applicable Wage Order.

5 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
6 the Released Parties for any and all Released PAGA Claims: All claims and remedies under PAGA that
7 are based on, reasonably arise from, or are reasonably related in any way to the factual allegations in the
8 operative Complaint or to the Released Claims.

9 19. Judgment in this matter is entered in accordance with the above findings.

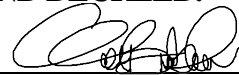
10 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
11 continuing jurisdiction over the above-captioned action and the parties, including all Participating Class
12 Members, for purposes of enforcing the terms of the Judgment entered herein.

13 21. This document shall constitute a judgment (and separate document constituting said
14 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17 Dated: Signed: 10/12/2022 02:26 PM



BCV-21-101202

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Hon. J. Eric Bradshaw
Kern County Superior Court Judge

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