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2/29/2024  
Superior Court of California  
County of Stanislaus  
Clerk of the Court  
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF STANISLAUS**

11 MAYRA TORRES, individually, and on  
12 behalf of other members of the general public  
similarly situated,

13 Plaintiff,

14 vs.

15 MANUEL VILLA ENTERPRISES, INC., a  
California corporation; MV3, INC., a  
16 California corporation; and DOES 1 through  
10, inclusive,

17 Defendants.  
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Case No.: CV-21-004762

Assigned to the Hon. John R. Mayne

~~AMENDED PROPOSED~~ ORDER AND  
JUDGMENT GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE SERVICE AWARD

Date: February 23, 2024

Time: 8:30 a.m.

Place: Department 21

Complaint Filed: August 30, 2021

Trial Date: None Set

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 and PAGA Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and a Class  
4 Representative Service Award (collectively, the “Motions”). Due and adequate notice having been given  
5 to 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 fully  
7 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 Class Action Settlement (“Settlement Agreement” or “Settlement”), together with the definitions and  
13 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 described  
20 the settlement and provided Class Members with adequate instructions and a variety of means to obtain  
21 additional information.

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

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

1 Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length  
2 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and  
3 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 which  
10 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 to  
16 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 Defendant or by any other Released  
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
21 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 Defendant or any of the other Released Parties.

25 10. Final approval shall be with respect to: All individuals employed by Defendant in the State  
26 of California in non-exempt positions at any time during the period from April 20, 2017 to February 27,  
27 2023.

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1           11. Plaintiff Mayra Torres is an adequate and suitable representative and is hereby appointed  
2 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and  
3 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement  
4 Class, and that her interests are aligned with those of the Settlement Class.

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

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

12           14. The settlement of civil penalties under PAGA in the amount of \$10,000 is hereby  
13 approved. Seventy-Five Percent (75%), or \$7,500, shall be paid to the California Labor and Workforce  
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$2,500, will be paid to Aggrieved  
15 Employees.

16           15. The Court hereby awards \$160,000 in attorneys' fees and \$9,077.93 in costs and expenses  
17 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a  
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement.  
19 Counsel have also established the reasonableness of the requested award of attorneys' fees via their  
20 lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are fair and  
21 reasonable.

22           16. The Court approves settlement administration costs and expenses in the amount of  
23 \$10,250 to CPT Group, Inc.

24           17. All Class Members were given a full and fair opportunity to participate in the Approval  
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and  
28 Judgment shall be forever binding on all Participating Class Members. These Participating Class Members

1 have released and forever discharged the Released Parties for any and all Released Class Claims during  
2 the Class Period:

3 Any and all causes of action or claims that were asserted in the November 17, 2021  
4 First Amended Complaint (“FAC”) against Defendant for: (1) Unpaid Overtime;  
5 (2) Unpaid Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to  
6 Authorize and Permit Rest Periods; (5) Non-Compliant Wage Statements and  
7 Failure to Maintain Payroll Records; (6) Wages Not Timely Paid on Termination;  
8 (7) Failure to Timely Pay Wages During Employment; (8) Unreimbursed  
9 Business Expenses; (9) Unlawful Business Practices; and (10) Unfair Business  
10 Practices. The Released Class Claims do not include any claims for workers  
11 compensation, unemployment, or disability benefits or any other claims that  
12 cannot legally be waived.

13 18. Additionally, all Aggrieved Employees and the LWDA have released and forever  
14 discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period:

15 Any and all claims for PAGA civil penalties that were asserted in the November  
16 17, 2021 First Amended Complaint (“FAC”) against Defendant, including PAGA  
17 civil penalties for: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Failure  
18 to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5)  
19 Non-Compliant Wage Statements and Failure to Maintain Payroll Records; (6)  
20 Wages Not Timely Paid on Termination; (7) Failure to Timely Pay Wages During  
21 Employment; (8) Failure to Provide Suitable Seating; (9) Failure to Provide  
22 Written Notice of Information Material to Employment; and (10) Unreimbursed  
23 Business Expenses.

24 19. Judgment in this matter is entered in accordance with the above findings. Without  
25 affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the  
26 above-captioned action and the parties under Cal. Civ. Proc. Code § 664.4, including all Participating  
27 Settlement Members and Aggrieved Employees, for purposes of enforcing the terms of the Judgment  
28 entered herein.

20. In accordance with the provisions of Cal. Civ. Proc. Code § 664.4, the Court sets a  
compliance hearing for October 25, 2024 at 8:30 a.m. in Department 21 to confirm full administration of  
the settlement. Class Counsel shall submit a compliance report no later than 5 court days before the date  
of the hearing, which shall include the total amount that was actually paid to the Class Members pursuant  
to the Settlement. At the time of the compliance hearing, the Court shall amend the judgment to direct that  
the sum of the unpaid funds, plus interest as required by the statute, be distributed as set forth in the  
Settlement Agreement.

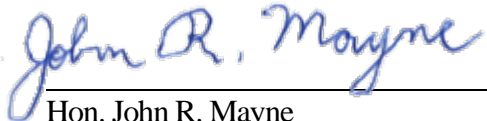
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21. In addition, the Court orders that Notice of the Court's Order Granting Final Approval and Judgment shall be posted on the Settlement Administrator's website for a period of at least 90 days. (Civ. Code §1781(g); Cal. Rules of Ct., rule 3.771(b).)

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

Dated: 2/28/2024

  
\_\_\_\_\_  
Hon. John R. Mayne  
Stanislaus County Superior Court Judge

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **January 26, 2024**, I served the document described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND A CLASS REPRESENTATIVE SERVICE AWARD** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Stacy L. Henderson, (SBN: )  
stacy@hendersonhatfield.com  
Raquel A. Hatfield, (SBN: )  
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*Attorney for Defendants*  
MANUEL VILLA ENTERPRISES, INC. and  
MV3, INC.,

cecilia@hendersonhatfield.com  
tricia@hendersonhatfield.com

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[✓] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

[ ] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **January 26, 2024**, at Los Angeles, California.

Xochitl Tapia  
\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Signature 