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7 Attorneys for Plaintiff and the Proposed Class

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**
10

11 JOEL NOLASCO SUAREZ, an individual, on
12 behalf of himself and others similarly situated,

13 Plaintiff,

14 vs.

15 MAZATLAN, INC.; and DOES 1 thru 50,
16 inclusive

17 Defendant.
18
19

CASE NO. 37-2015-00002978-CU-OE-CTL

[Assigned for all purposes to Hon. Kenneth J.
Medel, Dept. C-66]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 23, 2018

Time: 10:30 a.m.

Dept.: C-66

Trial Date: None

Complaint Filed: January 27, 2015

FILED
Clerk of the Superior Court
Clerk of the Superior Court
FEB 23 2018
By: G. Mendoza, Clerk
By: G. Mendoza, Clerk

1 The Motion for Final Approval of Class Action Settlement came before this Court as duly
2 noticed on February 23, 2018. The above captioned case is a class action lawsuit brought by
3 Plaintiff Joel Nolasco Suarez ("Plaintiff") against Defendant Mazatlan, Inc. ("Mazatlan" or
4 "Defendant").

5 On October 6, 2017, this Court entered an Order Granting Preliminary Approval of the
6 class-action settlement in this matter. Class Members are defined as follows: "all non-exempt,
7 hourly-paid employees who worked for Defendant Mazatlan, Inc. or any of its affiliates,
8 subsidiaries, or successors from January 27, 2011 to December 14, 2016, and who did not opt out
9 of the Class." The Preliminary Approval Order directed the Parties to provide Notice to the
10 Class, which informed the Class Members of: (a) the proposed Settlement, and the Settlement's
11 key terms; (b) the date, time and location of the Final Approval and Fairness Hearing; and (c) the
12 right of any Class Member to object to the proposed Settlement, and an explanation of the
13 procedures to exercise that right.

14 The Court, upon Notice having been given as required in the Preliminary Approval
15 Order, and having considered the proposed Settlement Agreement, as well as all papers filed,
16 hereby ORDERS AS FOLLOWS:

17 1. This Court has jurisdiction over the subject matter of the Action and over all
18 Parties to the Action, including all members of the Class.

19 2. The Notice provided to the Class conforms with the requirements of California
20 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
21 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
22 law, and constitutes the best notice practicable under the circumstances, by providing individual
23 notice to all Class Members who could be identified through reasonable effort, and by providing
24 due and adequate notice of the proceedings and of the matters set forth therein to the other Class
25 Members. The notice fully satisfied the requirements of due process.

26 3. The Court finds the settlement was entered into in good faith, that the settlement
27 is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
28 requirements for final approval of this class action settlement under California law, including the

1 provisions of California Code of Civil Procedure section 382 and California Rules of Court, rule
2 3.769.

3 4. No class members have objected to the Settlement.

4 5. Upon entry of this Order, compensation to the Class Members shall be effected
5 pursuant to the terms of the Settlement Agreement.

6 6. The Motion for Final Approval of Attorneys' Fees and Costs is hereby granted.
7 Class Counsel shall be awarded \$145,000.00 as attorneys' fees and \$14,809.56 as litigation costs.
8 These amounts shall be paid to Kingsley and Kingsley, APC according to the terms of the
9 Settlement Agreement and the Joint Stipulation of Settlement for Class Counsel's Attorneys'
10 Fees.

11 7. An enhancement award of \$10,000.00 is approved and shall be paid to the named
12 Plaintiff Joel Nolasco Suarez pursuant to the terms of the Settlement Agreement.

13 8. Administration Costs of \$18,000.00 shall be paid from the Settlement according
14 to the terms of the Settlement Agreement to the claims administrator, CPT Group, Inc.

15 9. A payment to the Labor Workforce Development Agency ("LWDA") shall be
16 paid from the Settlement in the amount of \$3,750.00 (75% of the \$5,000.00 allocated to PAGA)
17 in accordance with the terms of the Settlement Agreement. Plaintiffs have provided notice of the
18 PAGA settlement to the LWDA.

19 10. No other litigation costs and/or attorneys' fees shall be awarded, either against
20 Defendants or any related persons or entities or from the award to the Class.

21 11. The Parties are ordered to give notice to all Class Members in accordance with
22 CRC 3.771(b).

23 12. Upon the Effective Date, Plaintiff and Class Members will be deemed to have
24 released the Released Parties of and from all of the Released Claims during the Class Period.
25 These claims include without limitation: (a) all claims for failure to pay wages, including
26 overtime wages; (b) all claims for failure to provide meal and/or rest periods, including payments
27 for missed, short or late meal/rest periods; (c) all claims for the failing to pay wages timely during
28 employment and upon termination; (d) all claims for waiting time penalties; (e) all claims for

1 recordkeeping or pay stub violations; (f) any claim for violation of California Business and
2 Professions Code §§ 17200, *et seq.*, arising from the above-referenced claims and those claims in
3 the Complaint; and (g) all claims for penalties under PAGA. Plaintiff and Class Members'
4 releases include all known and unknown claims that were or could have been asserted based on
5 the facts, circumstances, and/or primary rights in the Action pursuant to Section 1542 of the
6 California Civil Code. Upon the Effective Date, Plaintiff and Class Members will be deemed to
7 have waived their rights under Civil Code §1542 for all claims that were or could have been
8 asserted based on the facts, circumstances, and/or primary rights in the Action.

9 13. Upon the Effective Date, all Class Members shall be and are hereby permanently
10 barred and enjoined from the institution or prosecution of any and all of the claims released
11 under the terms of the Settlement.

12 14. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the settlement, and any and all claims asserted in, arising
14 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
15 related to the Settlement and the determination of all controversies relating thereto.

16 15. Nothing in this Final Approval Order shall preclude any action to enforce the
17 Parties' obligations under the Settlement Agreement or hereunder, including the requirement that
18 Defendants make payments to the participating Settlement Class Members in accordance with
19 the Settlement Agreement.

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21 DATED: FEB 23 2018 _____

Kenneth J. Medel
JUDGE OF THE SUPERIOR COURT

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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

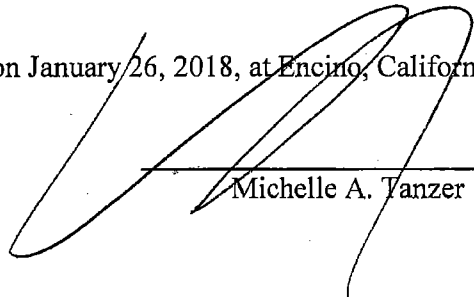
On January 26, 2018, I served all interested parties in this action the following documents described as **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Spencer C. Skeen
Marlene M. Moffitt
Sarah A. Williams
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122

[XX] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 26, 2018, at Encino, California.



Michelle A. Tanzer