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FILED
Superior Court of California
County of Los Angeles

04/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Mercedes Castro, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Reseda Discount Corporation, a California non-
profit corporation; and **Does 1-10**, inclusive;

Defendants.
Defendants.

CASE NO. 22STCV36812

[Assigned to Honorable Lawrence Riff,
Department 7]

CLASS AND REPRESENTATIVE ACTION

~~[PROPOSED]~~ **ORDER FINALLY APPROVING
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE TERMS OF
JOINT STIPULATION RE: CLASS ACTION
SETTLEMENT**

Date: April 29, 2024 [Reserved]
Time: 10:00 a.m.
Dept.: 7

1 **[PROPOSED] ORDER & JUDGMENT**

2 Plaintiff's Motion for Final Approval of the proposed settlement of this Action on the terms
3 set forth in the Joint Stipulation of Settlement and Release of Class Action (the "Settlement" or
4 "Stipulation") came on for hearing on April 29, 2024.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Settlement Agreement), and having
7 considered the supplemental declaration of the Class Administrator, Settlement Agreement, all of
8 the legal authorities and documents submitted in support thereof, all papers filed and proceedings
9 had herein, all oral and written comments received regarding the Settlement Agreement, and
10 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final
11 approval of the Settlement Agreement and orders and makes the following findings and
12 determinations and enters Final Judgment as follows:

13 1. All terms used in this order shall have the same meaning as used and/or defined in
14 the Parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final Approval of
15 Class Action Settlement. A copy of the Settlement Agreement is attached to the Declaration of
16 Elliot J. Siegel in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
17 as **Exhibit 1** and is made a part of this Order.¹

18 2. The Court has personal jurisdiction over the Parties to this litigation and subject
19 matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

20 3. The Court finally certifies the Class as defined in the Settlement and as follows:

21 *"All persons who worked at least one shift as a non-exempt employee in the State of*
22 *California for Defendant Reseda Discount Corporation and RDC Collective Corp.,*
23 *under CA Department of Cannabis Control License # CDPH-10003587 or CDPH-*
T00000842, from November 21, 2018 through July 31, 2023."

24 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
25 California Rules of Court for the purpose of effectuating the Settlement.

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28 ¹ The Court previously granted preliminary approval of the Settlement on November 22, 2023.

1 5. The Court finds that an ascertainable class of 47 Participating Class Members exists
2 and a well-defined community of interest exists on the questions of law and fact involved because
3 in the context of the Settlement: (i) all related matters, predominate over any individual
4 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
5 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
6 and adequately represented and protected the interest of the Class Members.

7 6. The Court finds that the Settlement Agreement has been reached as a result of
8 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
9 have conducted extensive investigation and research, and their attorneys were able to reasonably
10 evaluate their respective positions.

11 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
12 compromise of the Class's claims and will avoid additional and potentially substantial litigation
13 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After
14 considering the monetary recovery provided as part of the Settlement in light of the challenges
15 posed by continued litigation, the Court concludes that Class Counsel secured significant relief for
16 Class Members.

17 8. The Court hereby approves the terms set forth in the Settlement Agreement and
18 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and
19 compliant with all applicable requirements of the California Code of Civil Procedure, the California
20 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
21 and any other applicable law, and in the best interests of each of the Parties and Class Members.

22 9. The Court is satisfied that CPT Group, Inc. which functioned as the Settlement
23 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
24 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
25 the Settlement terms, their right to do nothing and receive their settlement share, their right to
26 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
27 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
28 Settlement. Adequate periods of time to respond and to act were provided by each of these

1 procedures. Zero Class Member(s) filed written objections to the Settlement as part of this notice
2 process; zero Class Member(s) filed a written statement of intention to appear at the Final
3 Approval and Fairness Hearing; and zero Class Member(s) submitted a request for exclusion.

4 10. The Court appoints Plaintiff as Class Representative and finds her to be adequate.

5 11. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP as Class
6 Counsel, and finds each of them to be adequate, experienced, and well-versed in class action
7 litigation.

8 12. The terms of the Settlement Agreement, including the Maximum Settlement
9 Amount of ~~\$140,000~~ ^{AFI GREE} and the allocation for determining Individual Settlement Payments, are fair,
10 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
11 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

12 13. The Court further approves the following distributions from the Maximum
13 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
14 Agreement:

15 a. The amount of \$8,000, designated for payment to the Settlement
16 Administrator is fair and reasonable. The Court grants final approval of it and orders the
17 Parties to make the payment to the Settlement Administrator in accordance with the
18 Settlement Agreement.

19 b. The amount requested by Plaintiff and Class Counsel for the Class Counsel's
20 attorneys' fees, representing one-third of the Maximum Settlement Amount or \$46,666.67
21 is fair and reasonable in light of the benefit obtained for the Class.² The Court grants final
22 approval of, awards, and orders the Class Counsel fees payment to be made in accordance
23 with the Settlement Agreement.

24 c. The Court awards Class Counsel \$9,235.85 in litigation costs, which is an
25 amount which the Court finds to be reflective of the actual and reasonable costs incurred.

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² Class Counsel's fee request is supported by its lodestar cross-check, and the Court finds that Class Counsel's time spent and hourly rates are fair and reasonable.

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1 The Court grants final approval of Class Counsel’s litigation expenses payment and orders
2 payment of this amount to be made in accordance with the Settlement Agreement.

3 d. The ~~\$12,000~~ ^{AFEECE} class representative incentive payment requested for Named
4 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders
5 the payment to be made in accordance with the Settlement Agreement.

6 e. The Court approves of the \$15,000.00 allocation assigned for claims under
7 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
8 \$11,250.00) to be paid to the California Labor and Workforce Development Agency in
9 accordance with the terms of the Settlement Agreement. The remainder is to be paid to
10 the Aggrieved Employees per the Settlement Agreement.

11 14. The Court orders the Parties to comply with and carry out all terms and provisions
12 of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this
13 order, in which case the provisions of this order shall take precedence and supersede the
14 Settlement Agreement.

15 15. All Participating Class Members shall be bound by the Settlement and this order,
16 including the release of claims as set forth in the Settlement Agreement. Per the Settlement, the
17 release of claims by any participating Class Member will only take effect upon full and complete
18 payment of all amounts due by Defendants under the Settlement. In addition, the State of
19 California and the Aggrieved Employees are bound by the Settlement and release of PAGA claims
20 set forth in this Order and Judgment.

21 16. The Parties shall bear their own respective attorneys’ fees and costs except as
22 otherwise provided in this order and the Settlement Agreement.

23 17. All checks mailed to the Class Members must be cashed within 120 days after
24 mailing. Any envelope transmitting a settlement distribution to a class member shall bear the
25 notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

26 18. Plaintiff shall file with the Court a report regarding the status of distribution no
27 later than fifty (50) days after all funds have been distributed.

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1 19. The Court approves the California Bar's Justice Gap Fund as the *Cy Pres* Beneficiary
2 and finds that it complies with all requirements under C.C.P. § 384. Per Section 384(b), the Court
3 will amend this Judgment after Counsel provides the Court with the report regarding distribution
4 of funds to direct that any uncashed funds be paid to the California Bar's Justice Gap Fund.

5 20. No later than 10 days from this Order, the Settlement Administrator shall give
6 notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by
7 posting a copy of this Order and Final Judgment on its website assigned to this matter.

8 21. The Court retains continuing jurisdiction over the Action and the Settlement,
9 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
10 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
11 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters
12 as may be appropriate under court rules or applicable law.

13 22. This Final Judgment is intended to be a final disposition of the above-captioned
14 action in its entirety and is intended to be immediately appealable. This Final Judgment resolves
15 all claims released by the Settlement Agreement against Defendants.

16 23. The Court hereby sets a hearing date of _____ at _____ a.m./p.m. for a
17 hearing on the final accounting and distribution of the settlement funds.

18
19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



23 DATED: 04/29/2024

Lawrence P. Riff / Judge

Hon. Lawrence Riff
Los Angeles County Superior Court Judge