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MERCED COUNTY

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CLERK OF THE SUPERIOR COURT
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DEPUTY

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Members*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

ISAAC ALVAREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

VALLEY CONNECTION, LLC DBA CARL'S
JR., a California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CV-00985

CLASS ACTION

[Assigned for all purposes to the Honorable
Brian L. McCabe, Courtroom 8]

**ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

FINAL APPROVAL HEARING

Date: April 27, 2023

Time: 8:15 a.m.

Dept. 8

1 This matter coming before the Court on Plaintiff Isaac Alvarez's ("Plaintiff") Motion
2 for Final Approval of Class Action Settlement (the "Final Approval Motion"), and after
3 review and consideration of the parties' fully-executed Stipulation of Settlement (collectively,
4 the "Settlement") and the papers in support of the Final Approval Motion, due and adequate
5 notice having been given to the Class, and the Court having reviewed and considered the
6 Settlement, all papers filed, the record, proceedings in the above-entitled action ("Litigation"
7 or "Action"), and all oral and written comments received regarding the Settlement, and good
8 cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

10 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
11 Settlement filed in this case.

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
13 Settlement Class Members, and Defendant Valley Connection, LLC dba Carl's Jr. ("Defendant").

14 3. The Court finds that the Settlement appears to have been made and entered into in
15 good faith and hereby approves the settlement subject to the limitations on the requested fees and
16 enhancements as set forth below.

17 4. Plaintiff and all Settlement Class Members shall have, by operation of this Final
18 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
19 and the Released Parties from all Released Claims as defined in the Settlement.

20 5. Plaintiff, the State of California, and all Aggrieved Employees shall have, by
21 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
22 discharged Defendant and the Released Parties from any and all causes of action, claims,
23 demands, rights, and liability, arising from or based on a claim for civil penalties under PAGA,
24 Labor Code sec. 2698, *et seq.*, for any violations of the Labor Code or Wage Orders alleged or
25 that could have been alleged in Plaintiff's operative complaint based on the facts and allegations
26 alleged therein, as well as any based on the alleged violations asserted in the April 8, 2022
27 Notice of Labor Code Violations and PAGA Penalties.

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6. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

7. Solely for purposes of effectuating the settlement, the Court finally certified the following Class: "All persons who were employed by Defendant in California as an hourly-paid non-exempt employee during the Settlement Period of March 30, 2018 through October 15, 2022, and who have not signed an arbitration agreement with Defendant."

8. Solely for purposes of effectuating the settlement, "Aggrieved Employees" is defined as: "All persons who worked for Defendant in California as an hourly-paid or non-exempt employee during the PAGA Settlement Period of April 8, 2021 through October 15, 2022, and who have not signed an arbitration agreement with Defendant."

9. The Settlement Period is March 30, 2018 through October 15, 2022.

10. No Class Members have objected to the terms of the Settlement.

11. One Class Members requested a valid exclusion from the Settlement.

12. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

13. The Court finds the Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay the Net Settlement Payments to each Settlement Class Member are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Settlement Class Members in accordance with the terms of the Stipulation.

14. The Court approves the Settlement and finds that it is fair, reasonable, and adequate, and worthy of final approval.

15. The Court also finds the PAGA Settlement is fair and reasonable, and that Plaintiff provided notice of the proposed Settlement to the Labor and Workforce Development Agency

(LWDA) and will fully and adequately comply with the notice requirements of California Labor Code section 2699(1). The Court hereby approves the PAGA Settlement.

16. Defendant shall pay the total of \$305,000.00 to resolve this litigation. No later than seven (7) calendar days after the date this Order becomes "Final," as defined in the Settlement Agreement (Settlement, § I(E)), Defendant shall deposit this amount and employer taxes into an interest-bearing trust account established by the Settlement Administrator pursuant to the terms of the Settlement. (Settlement, § XI.) Thereafter, compensation to the Settlement Class Members shall be disbursed pursuant to the terms of the Settlement. (Settlement, § XI.)

(a) From the Settlement Amount, \$9,525.00 shall be paid to the California Labor and Workforce Development Agency, representing 75% of the penalties awarded under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

(b) From the Settlement Amount, \$8,000.00 shall be paid to the named Plaintiff, Isaac Alvarez, for his service as class representative and for his agreement to a general release of claims pursuant to Civil Code section 1542.

(c) From the Settlement Amount, \$11,500.00 shall be paid to the Settlement Administrator, CPT Group, Inc.

17. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Daniel J. Kramer of Wilshire Law Firm, PLC as Class Counsel.

18. From the Settlement Amount, Class Counsel is awarded \$101,666.67 for their reasonable attorneys' fees and \$12,500 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

19. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final

1 Approval Order and Judgment.

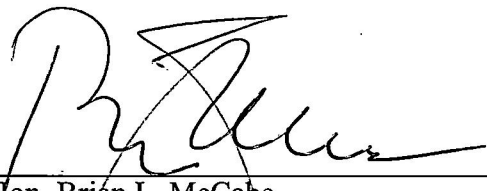
2 20. If the Settlement does not become final and effective in accordance with the terms
3 of the Settlement, resulting in the return and/or retention of the funds to Defendant consistent
4 with the terms of the Settlement, this Order and Judgment and all orders entered in connection
5 herewith, including without limitation any order certifying the class of Class Members,
6 appointing class representatives or Class Counsel, shall be rendered null and void and shall be
7 vacated.

8 21. Without affecting the finality of this Final Judgment in any way, this Court retains
9 continuing jurisdiction over the implementation, interpretation, and enforcement of the
10 Settlement with respect to all Parties to this action, and their counsel of record.

11 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
12 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

13 **IT IS SO ORDERED.**

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16 DATE: 4/27/2013

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18 Hon. Brian L. McCabe
19 Judge of the Merced County Superior Court
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