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

PHILLIP COLON, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

T. M. COBB COMPANY d/b/a HALEY
BROS., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 22CV-02037

Assigned for All Purposes to:
Honorable Brian McCabe
Courtroom 8

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: June 16, 2023
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 8

Complaint Filed: July 6, 2022
FAC Filed: August 31, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Phillip Colon and Dominic
2 Fredieu's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Class Counsel
3 Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service
4 Payments, and after considering the papers submitted in support of the motion, including the
5 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement,"
6 "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

7 Plaintiffs and Defendant T.M. Cobb Company d/b/a Haley Bros. ("Defendant") entered
8 the Settlement Agreement on or about October 4, 2022 to settle this lawsuit.

9 The Court entered an order dated November 30, 2022 preliminarily approving the
10 settlement of this lawsuit ("Preliminary Approval Order") consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, providing Class Members with an opportunity to object to the Settlement or exclude
13 themselves from the Class, and setting a Final Approval Hearing.

14 The Court held a Final Approval Hearing on June 16, 2023 to determine whether to give
15 final approval to the Settlement of this lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
18 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
19 in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice was disseminated and all Class Members
21 were given the opportunity to request exclusion from the Class, the Court has personal
22 jurisdiction with respect to the claims of all Class Members. The Court also has subject matter
23 jurisdiction over this lawsuit, including jurisdiction to approve the Settlement and grant final
24 certification of the Class.

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1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid
4 or non-exempt employees of Defendant within the State of California at any time during the
5 period from July 7, 2019 to July 7, 2022 ("Class," "Class Members," and "Class Period"). There
6 are 2,711 Class Members who did not submit valid and timely Requests for Exclusion from the
7 Settlement ("Participating Class Members")¹.

8 4. Adequacy of Representation. As Class Counsel, Justice Law Corporation have
9 fully and adequately represented the Class for purposes of entering and implementing the
10 Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds the Court Approved Notice of Class Action
12 Settlement and Hearing Date for Final Court Approval ("Class Notice") and its distribution to
13 Class Members have been implemented pursuant to the Settlement and the Court's Preliminary
14 Approval Order. The Court finds the Class Notice:

15 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
16 pendency of the lawsuit; (ii) material terms and provisions of the Settlement and their rights; (iii)
17 their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from
18 the Settlement; (v) their right to receive settlement payments; (vi) their right to appear at the
19 Final Approval Hearing; and (vii) binding effect of the orders and judgment in the lawsuit,
20 whether favorable or unfavorable, on all Participating Class Members;

21 b. constitutes notice that fully satisfied the requirements of Code of Civil
22 Procedure section 382, California Rule of Court 3.769, and due process;

23 c. constitutes the best practicable notice to Class Member under the
24 circumstances of the lawsuit; and

25 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

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27 ¹ The Administrator mailed 2,712 Notice Packets to Class Members and received one (1)
28 request for exclusion. Thus, there are 2,711 Participating Class Members.

1 6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
2 any action to enforce the terms and provisions of the Settlement Agreement.

3 7. Final Settlement Approval. The terms and provisions of the Agreement have
4 been entered in good faith and are the product of arm's-length negotiations by experienced
5 counsel who have done a meaningful investigation of the claims. The Agreement and all its
6 terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best
7 interests of the Parties. The Parties are hereby directed to implement the Agreement according to
8 its terms and provisions.

9 8. Binding Effect. The terms and provisions of the Settlement and this Order and
10 Judgment are binding on Plaintiffs, Participating Class Members, and Aggrieved Employees, as
11 well as their spouses, heirs, registered domestic partners, executors, administrators, successors,
12 and assigns. Moreover, those terms shall have res judicata and other preclusive effect in all
13 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
14 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
15 could have been raised in the lawsuit and are encompassed by the Released Class Claims and
16 Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement will have no
17 binding effect upon, and provide no res judicata preclusion to, those Class Members who have
18 submitted timely requests for exclusion.

19 9. Release by Participating Class Members. Effective on the date when Defendant
20 fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the
21 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
22 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release Released Parties from the Released Class Claims.

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1 a. Release by Aggrieved Employees. Effective on the date when Defendant fully
2 funds the entire Gross Settlement Amount and funds all employer payroll taxes
3 owed on the Wage Portion of the Individual Class Payments, all Aggrieved
4 Employees are deemed to release, on behalf of themselves and their former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, the Released Parties from the Released PAGA Claims.

7 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the entire
8 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
9 Portion of the Individual Class Payments, Plaintiffs and their former and present
10 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns generally, release and discharge Released Parties from all claims,
12 transactions, or occurrences that occurred during the Class Period. Plaintiffs also
13 expressly waive and relinquish the provisions, rights, and benefits, if any, of
14 section 1542 of the Civil Code.

15 c. Released Parties. The Released Parties include Defendant and each of its former
16 and present directors, officers, shareholders, owners, members, attorneys,
17 insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

18 10. Class Representative Service Payments. The Court finds the Class Representative
19 Service Payments of \$10,000, to be paid by Defendant to each Plaintiff out of the Gross
20 Settlement Amount (totaling \$20,000), to be reasonable and appropriate. The Class
21 Representative Service Payments are to be paid pursuant to the terms and provisions set forth in
22 the Settlement Agreement.

23 a. The rationale for making enhancement payments is class representatives should
24 be compensated for the expense and risk incurred in conferring a benefit on the
25 Class. Criteria courts consider are: (1) risks in commencing the suit; (2) notoriety
26 and personal difficulties encountered; (3) amount of time and effort spent; (4)
27 duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed.
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1 b. The Court reviewed Plaintiffs' declarations outlining their involvement in the
2 lawsuit. Given the risks inherent in their services as the class representatives,
3 duration of the case and time involved, and benefits created for the Class, the
4 Court approves the payment of the Class Representative Service Payments of
5 \$10,000 to each Plaintiff.

6 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

7 The Court finds the Class Counsel Fees Payment of \$787,500, to be paid out of the Gross
8 Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court
9 also finds the Class Counsel Litigation Expenses Payment as reimbursement for litigation costs
10 incurred of \$20,747.68, to be paid by Defendant to Class Counsel out of the Gross Settlement
11 Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the
12 terms and provisions set forth in the Settlement. Defendant shall not be required to pay for any
13 other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any
14 other counsel representing Plaintiffs and Class Members. Defendant shall also not be required to
15 pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs and
16 Class Members in connection with or related to this lawsuit, Settlement, administration, and/or
17 Released Class Claims and Released PAGA Claims.

18 a. The Court has an independent right and responsibility to review the attorneys'
19 fees and only award so much as it determines reasonable. (See *Garabedian v. Los*
20 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The Class
21 Counsel Fees Payment of \$787,500 is thirty-five percent (35%) of the common
22 fund created for the benefit of the Class and is supported by the percentage-fee
23 method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480,
24 504.) Considering the exceptional results achieved, financial risk undertaken,
25 difficult nature of this litigation, skills required, percentage fees award in previous
26 and other cases, and contingent fees charged in the marketplace, the Court finds

1 the Class Counsel Fees Payment is consistent with the marketplace, is reasonable,
2 and is approved.

3 b. The Court reviewed the declaration of Douglas Han regarding the costs expended.
4 Under the terms of the Settlement, Class Counsel may seek reimbursement of up
5 to \$30,000. The Court finds Class Counsel expended \$20,747.68 in litigation
6 costs, and such costs were reasonable. Thus, the Court approves the payment of
7 the Class Counsel Litigation Expenses Payment of \$20,747.68 from the common
8 fund for the reimbursement of litigation costs.

9 12. Administration Expenses Payment. The Court finds the Administration Expenses
10 Payment of \$25,000, to be paid by Defendant to the Administrator out of the Gross Settlement
11 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
12 pursuant to terms and provisions set forth in the Settlement Agreement.

13 a. The Court reviewed the declaration of Laura Singh from CPT Group, Inc., the
14 Court-approved Administrator. The Court finds notice was provided to the Class
15 pursuant to the Preliminary Approval Order, the notice constitutes the best
16 practicable notice to the Class, and the notice satisfied due process. Thus, the
17 Court approves the payment of the Administration Expenses Payment of \$25,000
18 for the Administrator's services.

19 13. PAGA Penalties. The Court finds the PAGA Penalties of \$100,000, seventy-five
20 percent (75%) of which (\$75,000) will be paid to the California Labor and Workforce
21 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
22 which (\$25,000) will be allocated to the Aggrieved Employees, on a pro rata basis, to be
23 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
24 provisions set forth in the Settlement Agreement.

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1 14. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross
2 Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll
3 taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the
4 Effective Date. Within fourteen (14) days after Defendant funds the Gross Settlement Amount,
5 the Administrator will mail all payments due under the Settlement.

6 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
7 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the
8 Settlement was the product of arm's-length negotiations following litigation, discovery, and
9 exchange of documentation relating to the claims. The negotiations were facilitated with the aid
10 of the mediators Jeffrey A. Ross, who is an experienced class action mediator.

11 a. The fairness of the Settlement is demonstrated by there being no objections to and
12 only one (1) request for exclusion from the Settlement.

13 b. The fairness of the Settlement is also illustrated by the *average* Individual Class
14 Payment being approximately \$487.37, and the *highest* Individual Class Payment
15 being about \$2,564.62 under the Settlement allocation.

16 16. Uncashed Checks. The face of each check shall prominently state the date (no
17 less than 180 days after the date of mailing) when the check will be voided. Uncashed settlement
18 checks will be transmitted to the California Controller's Unclaimed Property Fund in the name of
19 the Participating Class Members.

20 17. Modification of Settlement Agreement. The Participating Class Members are
21 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of
22 the Settlement Agreement only by an express written instrument signed by all Parties or their
23 representatives and approved by the Court. Such amendments or modifications shall be
24 consistent with this Order and Judgment and cannot limit the rights of Participating Class
25 Members under the Settlement Agreement.

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1 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
2 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
4 and for any other necessary purpose, including, without limitation:

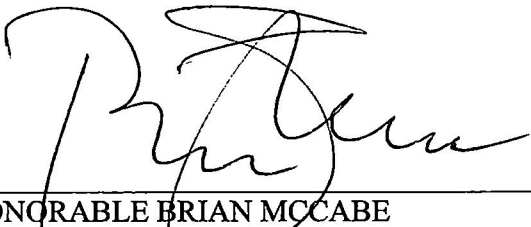
- 5 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
6 claims, or causes of action in the class action that, in whole or in part, are related
7 to or arise out of the Settlement or this Order and Judgment;
- 8 b. entering such additional orders as may be necessary or appropriate to protect or
9 effectuate this Order and Judgment approving the Settlement, and permanently
10 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
11 the fair and orderly administration of the Settlement; and
- 12 c. entering any other necessary or appropriate orders to protect and effectuate this
13 Court's retention of continuing jurisdiction.

14 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
15 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
16 GRANTED. The Administrator is directed to carry out the terms of the Settlement Agreement
17 forthwith.

18 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
19 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
20 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
21 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
22 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
23 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
24 THE JUDGMENT THEREON.

25 **IT IS SO ORDERED.**

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27 DATED: JUN 16 2023

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HONORABLE BRIAN MCCABE
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

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 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On June 19, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Colon, et al. v. T. M. Cobb Company d/b/a Haley Bros.**
LWDA/Court Case No.: **LWDA Case No.: CM- 784241-20**
Court Case No.: 22CV-02037
Merced County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on June 19, 2023, at Pasadena, California.



Sophia Hanneyan