

FILED

DEC 14 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTE

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF DEL NORTE**

REINALD PILLSBURY, an individual, on)
behalf of himself and on behalf of all persons)
similarly situated,,)

Plaintiff,

vs.

T & T RESTAURANTS CA, INC., a)
Corporation; and DOES 1 through 50,)
inclusive,,)

Defendant

Case No. CVUJ-20-1214

~~PROPOSED~~ FINAL
APPROVAL ORDER

Date: December 3, 2021

Time: 10:00 a.m.

Dept.: 1

[Assigned for All Purposes to Judge Darren
McElfresh]

Action Filed: September 8, 2020

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on December 3, 2021 before the above-entitled Court. Zakay Law Group, APC and the JCL Law Firm, APC appeared on behalf of Plaintiff Reinald Pillsbury ("Plaintiff"). FisherBroyles, LLP appeared on behalf of Defendant T&T Restaurants CA, Inc. ("Defendant").

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of Del Norte ("Court"), Case No. CVUJ-20-1214, entitled *Pillsbury, et al., v. T&T Restaurants CA, Inc. et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On August 27, 2021 the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, Class Notice was mailed by first class mail to the Class Members at their last known addresses on September 24, 2021. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The deadline for opting out or objecting was November 8, 2021. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. No Class Members requested exclusion.

1 **Fairness Of The Settlement**

2 6. The Agreement provides for a Gross Settlement Amount of \$280,000. The
3 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
4 Cal.App.4th 1794, 1801.)

5 a. The settlement was reached through arms-length bargaining between
6 the parties. There is no evidence of any collusion between the parties in reaching the proposed
7 settlement.

8 b. The Parties' investigation and discovery have been sufficient to
9 allow the Court and counsel to act intelligently.

10 c. Counsel for both parties are experienced in similar employment
11 class action litigation and have previously settled similar class claims on behalf of employees
12 claiming compensation. All counsel recommended approval of the Settlement.

13 d. The percentage of objectors and requests for exclusion is small. No
14 objections were received. No requests for exclusion were received.

15 e. The participation rate is high. All Class Members will be
16 participating in the Settlement and will be sent settlement payments.

17 7. The consideration to be given to the Class under the terms of the Agreement
18 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in
19 this Action and is fair, reasonable and adequate compensation for the dismissal release of the
20 Released Class Claims, given the uncertainties and risks of the litigation and the delays which
21 would ensue from continued prosecution of the Action.

22 8. The Agreement is finally approved as fair, adequate and reasonable and in
23 the best interests of the Class Members.

24 **Attorneys' Fees and Litigation Expenses**

25 9. The Agreement provides for an award of up to 1/3 of the Gross Settlement
26 Amount to Class Counsel as the Class Counsel Fees Payment in this Action, subject to the Court's
27 approval. The Agreement also provides for an award of their actual litigation expenses incurred
28 in an amount not to exceed \$15,000 as the Class Counsel Litigation Expenses Payment. Class

1 Counsel requests an award of \$15,000 as reimbursement for litigation expenses, and \$93,333 for
2 attorneys' fees.

3 10. An award of \$93,333 for the Class Counsel Fees Payment and \$15,000 for
4 the Class Counsel Litigation Expenses Payment is reasonable in light of the contingent nature of
5 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
6 Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is
7 reasonable and at the low end of the range for fee awards in common fund cases, and is supported
8 by Class Counsel's lodestar.

9 **Class Representative Service Payments**

10 11. The Agreement provides for a service award of up to \$7,500 for Plaintiff as
11 the Class Representative Service Payment, subject to the Court's approval. The Court finds that
12 the amount of \$7,500 is reasonable in light of the risks and burdens undertaken by the Plaintiff in
13 this class action litigation.

14 **Settlement Administration Expenses**

15 12. The Agreement provides for Settlement Administration Expenses to be paid
16 in an amount not to exceed \$9,631.93. The Declaration of the Settlement Administrator provides
17 that the actual claims administration expenses were \$9,631.93. The amount of this payment is
18 reasonable in light of the work performed by the Settlement Administrator.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
22 ADJUDGED AND DECREED:

23 1. The Class is certified for the purposes of settlement only. The Class is
24 hereby defined to include:

25 all individuals who are or previously were employed as non-exempt employees by

26 The Class Period is the period of time from September 8, 2016 to March 16, 2021.

27 2. Every person in the Class who did not opt out is a Participating Class
28 Member.

1 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
2 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
3 this Order and the terms of the Agreement.

4 4. Class Counsel are awarded attorneys' fees in the amount of \$93,333.00 and
5 litigation expenses in the amount of \$11,175.74. Class Counsel shall not seek or obtain any other
6 compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

7 5. The payment of service award to the Plaintiff in the amount of \$7,500.00 is
8 approved.

9 6. The payment of \$9,361.93 to the Settlement Administrator for Settlement
10 Administration Expenses is approved.

11 7. The PAGA Payment of \$10,000.00 is approved (\$7,500 to the LWDA and
12 \$2,500 to the Aggrieved Employees).

13 8. Final Judgment is hereby entered in this action. The Final Judgment shall
14 bind each Participating Class Member. The Final Judgment shall operate as a full release and
15 discharge of Defendant including past and present officers, directors, employees, shareholders,
16 owners, successors, attorneys, assigns, affiliates. ("Released Parties") from all class claims alleged
17 in the operative complaint in *Pillsbury v. T&T Restaurants CA, Inc.* Case No. CVW-20-1214,
18 including all claims, requests for damages and penalties alleged therein, which occurred during the
19 Class Period, and expressly excluding all other claims, including claims for vested benefits,
20 wrongful termination, unemployment insurance, disability, social security, workers'
21 compensation, and class claims outside of the Class Period.

22 9. In addition to the release given by each Participating Class Member,
23 Plaintiff also generally releases the Released Parties from any and all of the Plaintiff's Released
24 Claims as defined in the Agreement. This general release by Plaintiff also includes a waiver of
25 rights under California Civil Code Section 1542.

26 10. The Agreement is not an admission by Defendant or any of the other
27 Released Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any
28 claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties.

1 Neither this Final Approval Order, the Agreement, nor any document referred to herein, nor any
2 action taken to carry out the Settlement is, may be construed as, or may be used as an admission
3 by or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability
4 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
5 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
6 admission or concession with regard to the denials or defenses by Defendant or any of the other
7 Released Parties and shall not be offered in evidence in any action or proceeding against
8 Defendant or any of the Released Parties in any court, administrative agency or other tribunal for
9 any purpose as an admission whatsoever other than to enforce the provisions of this Final
10 Approval Order and Judgment, the Agreement, or any related agreement or release.
11 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
12 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
13 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
14 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
15 claims being released by the Settlement.

16 11. Notice of entry of this Final Approval Order and Judgment shall be given to
17 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
18 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
19 Final Approval Order and Judgment shall be posted on Class Counsel's website as indicated in the
20 Class Notice.

21 12. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
22 interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a
23 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
24 connection with the distribution of settlement benefits.

25 11. If the Settlement does not become final and effective in accordance with the
26 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
27 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
28

1 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
2 be vacated.

3 IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
4 ENTERED ACCORDINGLY.

5 DATED: 12/14, 2021
6



Darren McElfresh

Hon. Darren McElfresh
Judge, Superior Court for the State of California,
County of Del Norte

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF DEL NORTE

CASE NAME : *Reinald Pillsbury v. T & T Restaurants CA, Inc., et al.*

CASE NO. : CVUJ-20-1214

JUDGE : Hon. Darren McElfresh

DEPT. : 1

PROOF OF SERVICE

I, the undersigned, employee of the JCL Law Firm, certify and declare that I am over the age of 18 years and not a party to this action. My business address is JCL Law Firm, located at 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

I declare that on December 6, 2021, I served the following document(s) on all interested parties in this action as stated on the attached service list:

[PROPOSED] FINAL APPROVAL ORDER

☐ **BY MAIL** - I deposited such envelope in the mail at San Diego, California. The envelope was mailed with sufficient postage thereon. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with sufficient postage thereon at San Diego, 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 (1) day after date of deposit for mailing affidavit.

☐ **BY PERSONAL SERVICE** - I caused such envelope to be delivered by a process server employed by _____.

☐ **VIA FACSIMILE** - I faxed said document, to the office(s) of the addressess(s) shown on the attached Service List and the transmission was reported as complete and without error.

☒ **BY ELECTRONIC TRANSMISSION** - I transmitted a PDF version of this document by electronic mail to the party(s) identified at the email address listed on the attached service list.

☐ **BY OVERNIGHT DELIVERY** - I deposited such envelope for collection and delivery by FedEx with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing

1 packages for overnight delivery by FedEx. They are deposited with a facility regularly
2 maintained by FedEx for receipt on the same day in the ordinary course of business.

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

5 [] (FEDERAL) I declare that I am employed in the office of a member of the bar of this
6 Court at whose direction the service was made.

7 Executed on December 6, 2021, at San Diego, CA.

8 *Tesla Stone*

9 Tesla Stone

SERVICE LIST

Reinald Pillsbury v. T & T Restaurants CA, Inc., et al.
Del Norte Superior Court Case No. CVUJ-20-1214

Jean-Claude Lapuyade, Esq. Eduardo Garcia, Esq. JCL Law Firm, APC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 T: 619-599-8292 F: 619-599-8291 jlapuyade@jcl-lawfirm.com egarcia@jcl-lawfirm.com Handling Paralegal: Tesla Stone tstone@jcl-lawfirm.com Co-Counsel for PLAINTIFF	Shani O. Zakay, Esq. Jackland Hom, Esq. Zakay Law Group 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 T: 619-892-7095 F: 858-404-9203 shani@zakaylaw.com jackland@zakaylaw.com Handling Paralegal: Natalia Michele natalia@zakaylaw.com Co-Counsel for PLAINTIFF
Simone McCormick, Esq. Fisher Broyles, LLP 530 Lytton Ave., 2nd FI Palo Alto, CA 94301 T: 503-847-9394 Simone.McCormick@FisherBroyles.com Counsel for Defendant T & T RESTAURANTS CA, INC.	



EXHIBIT

[Faint, mirrored text from the reverse side of the page, likely bleed-through. The text is mostly illegible but appears to be organized in a list or table format.]

RECEIVED

DEC 07 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTE