

FILED

San Diego Superior Court

JAN 26 2024

Clerk of the Superior Court
By: H. Chavarin, Deputy

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Superior Court of California,
County of San Diego

~~01/23/24 at 00:13:33 PM~~
Clerk of the Superior Court
By: Andrea Naranjo, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ORLANDO ROBLES, as an individual, on
behalf of himself, and all persons similarly
situated,

Plaintiff,

v.

JETRO HOLDINGS, LLC, a Delaware
limited liability company authorized to do
business in California; and DOES 1 through
50 inclusive,

Defendants.

JUAN ESTRADA, individually and on
behalf of himself and all persons similarly
situated,

Plaintiff,

v.

JETRO HOLDINGS, LLC, a Delaware
limited liability company; RESTAURANT
DEPOT, LLC, a Delaware limited liability
company; and DOES 1-50, inclusive,

Defendants.

Lead Case No.: 37-2021-00015414-CU-OE-CTL

Other Included Actions:

Estrada v. Jetro Holdings, LLC, San Diego
County, 37-2021-00040900-CU-OE-CTL

Estrada v. Jetro Holdings, LLC, San Diego
County, 37-2021-00050278-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE SERVICE AWARD
AND ENTRY OF JUDGMENT**

Date: January 26, 2024
Time: 9:00 a.m.
Dept.: Dept. C-67
Judge: Hon. Eddie C. Sturgeon

[IMAGED FILE]

Trial Date: None set
Consolidated Complaint filed: March 18, 2022

1 This matter came before the Court for hearing on Plaintiffs' Motion for Final Approval
2 of a Class Action Settlement and Award of Attorneys' Fees, Costs, and Class Representative
3 Service Award. The Court considered the proposed Joint Stipulation of Class Action and PAGA
4 Settlement and Release ("Settlement Agreement") attached hereto as **Exhibit 1**, the submissions
5 of counsel, and all other papers filed in this action. This matter having been submitted, and
6 good cause appearing therefore, this Court **HEREBY FINDS THAT:**

7 1. This Court adopts and incorporates by reference the terms and conditions of the
8 Settlement Agreement, together with the definitions and terms used and contained therein.

9 2. The Court finds that it has jurisdiction over the subject matter of the action and
10 over all parties to the action, including all members of the Settlement Class.

11 3. The Court finds the Settlement was entered into in good faith, that it is fair,
12 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
13 approval of this class action settlement under California law, including the provisions of
14 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

15 4. In so finding, the Court considered all evidence presented, including evidence
16 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims
17 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
18 investigation and discovery completed; and the experience and views of counsel. The Parties have
19 provided the Court with sufficient information about the nature and magnitude of the claims being
20 settled, as well as the impediments to recovery, to make an independent assessment of the
21 reasonableness of the terms of the Settlement.

22 5. With respect to the Settlement Class and for the purpose of approving the
23 Settlement only, this Court finds and concludes that: (a) the Settlement Class Members are
24 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
25 of law or fact common to the Settlement Class Members, and there is a well-defined community
26 of interest among Settlement Class Members with respect to the subject matter of the claims in
27 the action; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class
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1 Members; (d) the Plaintiffs have fairly and adequately protected the interests of the Settlement
2 Class Members; (e) a class action is superior to other available methods for an efficient
3 adjudication of this controversy; and (f) the counsel for the Plaintiffs are qualified to serve as
4 Class Counsel for the Settlement Class.

5 6. Notice was provided to the Settlement Class Members in compliance with the
6 Settlement Agreement and Preliminary Approval Order, California Code of Civil Procedure
7 section 382, California Rules of Court 3.766 and 3.769, the California and United States
8 Constitutions, and any other applicable law. The Notice: (i) fully and accurately informed
9 Settlement Class Members about all material elements of the action and proposed Settlement;
10 (ii) provided sufficient information so that Settlement Class Members were able to decide whether
11 to opt-out and pursue their own remedies, or object to the proposed Settlement; (iii) provided
12 procedures for Settlement Class Members to request exclusion from the Settlement, to state
13 written objections to the proposed Settlement, to dispute the amount of gross wages, and to appear
14 at the hearing; and (iv) provided the time, date and place of the final fairness hearing.

15 7. There were no objections and nine opt outs to the Settlement. Those Settlement
16 Class Members who timely and properly opted out from the settlement are identified as George
17 Garcia, Jr.; Tun Oo; Duong Minh Hoang Luu; Mauricio Jauregui; Sakthivong Phoummavongsa;
18 Yolanda Gutierrez; Oz Davis; Kaleo Cruz; and Arnold Luz.

19 8. Settlement Class Members were given a full opportunity to participate in the final
20 fairness hearing, and all Settlement Class Members and other persons wishing to be heard have
21 been heard.

22 9. The Gross Settlement Amount and the means of distributing the Net Settlement
23 Amount to Participating Settlement Class Members are fair and reasonable in light of the nature
24 of this case.

25 10. The Court finds that the attorneys at GrahamHollis APC and James Hawkins
26 APLC have the requisite qualifications, experience, and skill to protect and advance the interests
27 of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical
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1 obligations attendant to the position of Class Counsel, and hereby appoints GrahamHollis APC
2 and James Hawkins APLC as counsel for the Settlement Class.

3 11. Class Counsel has provided services and benefits to absent Settlement Class
4 Members and expended efforts and resources to secure the benefits and is thus entitled to the
5 requested and unopposed attorneys' fees and costs as approved by the Court. The Court finds that
6 the requested award of attorneys' fees of one-third of the common fund created by the Settlement
7 is reasonable for a contingency fee in a class action and that use of this method for determining
8 the fee award is reasonable because it encourages efficient litigation.

9 12. The Class Representatives prosecuted this lawsuit, worked with counsel,
10 undertook the risks associated with litigation, acted to protect the interests of the Settlement Class,
11 and conferred a benefit on absent Settlement Class Members, and is thus entitled to receive service
12 awards as approved by the Court.

13 13. The appointed Settlement Administrator, CPT Group, Inc., rendered services and
14 will continue to render services, in connection with administering the notice and settlement
15 process, and is thus entitled to its requested administration fees.

16 14. The Gross Settlement Amount or "common fund" is \$4,100,000, with the Net
17 Settlement Amount to be paid to Settlement Class Members who did not opt out being calculated
18 by deducting the following amounts from the Gross Settlement Amount: (1) Class Counsel's
19 attorneys' fees of \$1,366,666; (2) Class Counsel's documented costs of \$26,832.54; (3) Service
20 Award to be paid to each Plaintiff as Class Representative of \$10,000 (\$20,000 total); (4) the
21 Settlement Administrator fees to CPT Group, Inc. of \$37,000, (5) and (5) PAGA Payment of
22 \$200,000. The Net Settlement Amount which will be paid as Individual Settlement Payments to
23 Participating Class Members is estimated to be approximately \$2,499,501.46. There is no
24 reversion to Defendants.

25 15. The proposed PAGA settlement of \$200,000 as set forth in the Settlement
26 Agreement between the parties is approved pursuant to California Labor Code section 2699(1)(2).
27 The Court finds that it is fair and reasonable and furthers PAGA's objectives. The Court further
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1 finds that notice of the Settlement has been provided to the LWDA as required by PAGA and
2 Labor Code section 2699(1)(2), in particular.

3 **IT IS ORDERED THAT:**

4 1. **Class.** The Court certifies, for settlement purposes only, the following "Class" or
5 "Class Members": "All current and former non-exempt employees of Defendants in California
6 during the Class Period, other than those who opt-out."

7 2. **Class Period:** The Class Period means September 24, 2017, through May 8, 2023.

8 3. **PAGA Members:** All current or former non-exempt employees of Defendants in
9 the state of California during the PAGA Period.

10 4. **PAGA Period:** The PAGA Period means February 2, 2020 through May 8, 2023.

11 5. **Plaintiffs' Release.** Upon the Effective Date and Defendants funding of the Gross
12 Settlement Amount, Plaintiffs, in their individual capacities, are deemed to have released and
13 discharged Defendants and the Released Parties from the Individual Releases of Claims, as set
14 forth in the Settlement Agreement.

15 6. **Settlement Class Member Release.** Upon the Effective Date and Defendants
16 funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members shall be
17 deemed to have released and discharged Defendants and the Released Parties from all Settled
18 Claims, as set forth in the Settlement Agreement.

19 7. **PAGA Member Release.** Upon the Effective Date and Defendants funding of the
20 Gross Settlement Amount, Plaintiffs and all Aggrieved Employees shall be deemed to have
21 released and discharged Defendants and the Released Parties from all Settled PAGA Claims, as
22 set forth in the Settlement Agreement.

23 8. **Class and PAGA Relief and Funding of Settlement.** The Settlement is hereby
24 finally approved as fair, reasonable, adequate and in the best interests of the Settlement Class
25 Members. Defendants shall deposit the Gross Settlement Amount into an account established by
26 the Settlement Administrator for the benefit of the Class Members and Class Counsel, through
27 the Settlement Administrator, according to the terms of the Settlement Agreement. The
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1 Settlement Administrator shall calculate and distribute the Settlement Payments to the Settlement
2 Class Members and PAGA Members. The distribution shall be in accordance with the
3 instructions and timeline set forth in the Settlement Agreement.

4 **9. No Admission.** The Settlement Agreement and this Settlement are not an
5 admission by Defendants, nor is this Order and Judgment a finding, of the validity of any claims
6 in the lawsuit or of any wrongdoing by Defendants or that this lawsuit is appropriate for class
7 treatment (other than for settlement purposes). Neither this Order and Judgment, the Settlement
8 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
9 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
10 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
11 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
12 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
13 or defenses by Defendants. Notwithstanding these restrictions, Defendants may file in the Action
14 or in any other proceeding this Final Approval Order and Judgment, the Settlement Agreement,
15 or any other papers and records on file in the lawsuit as evidence of the Settlement to support a
16 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or
17 similar defense as to the Released Class Claims and/or the Released PAGA Claims

18 **10. Uncashed Checks.** Settlement Payment checks shall be negotiable for 180 days
19 from the date of issuance. Any Settlement Payment checks that have not been negotiated within
20 180 days after the date of issuance will be voided and the Settlement Administrator will report
21 and send the unclaimed funds to the California State Controller Unclaimed Property fund to be
22 held in the name of the Settlement Class Member and/or PAGA Member.

23 **11. Attorneys' Fees and Costs.** GrahamHollis APC and James Hawkins APLC are
24 awarded \$1,366,666 in attorneys' fees and \$26,832.54 in litigation costs divided as follows:
25 \$819,999.60 in attorneys' fees and \$17,057.41 in litigation costs to GrahamHollis APC and
26 \$546,666.40 in attorneys' fees and \$9,775.13 in litigation costs to James Hawkins APLC.

27 **12. Service Awards.** Plaintiffs Orlando Robles and Juan Estrada are awarded \$10,000
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1 each as a Service Award for their services on behalf of the Settlement Class, and for agreeing to
2 broader releases than those required of the other Settlement Class Members.

3 **13. Payment of Settlement Administration Costs.** The Court approves settlement
4 administration costs and expenses in the amount of \$37,000 to CPT Group, Inc.

5 **14. Final Accounting Report.** The Parties shall file a report concerning any uncashed
6 checks or other cash residue by 16 court days before the Compliance Hearing. The report shall be
7 in the form of a declaration from the Settlement Administrator and shall describe: (i) the date the
8 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average
9 amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of
10 those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and
11 date of the disposition of those unclaimed funds.

12 **15. Compliance Hearing.** The Court sets a compliance hearing for
13 _____, 2024 at _____ a.m./p.m. (November 22, 2024 proposed).
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15 **16. Entry of Judgment.** This Final Approval Order shall constitute a final judgment
16 in accordance with California Rule of Court 3.769(h). The Court directs the Clerk to enter
17 judgment in accordance with the terms of this Final Approval Order.

18 **17. Notice of Entry of Judgment.** The Parties are to give notice to all Class Members
19 of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b)
20 by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court
21 and posting a copy of the Settlement website at
22 <https://www.cptgroupcaseinfo.com/RoblesEstradaSettlement/>.

23 **18. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
24 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
25 this action and the parties until final performance of the Agreement.

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