

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

08/21/2023 at 04:02:40 PM

Clerk of the Superior Court
By: Malka Manneh, Deputy Clerk

F I L E D
San Diego Superior Court

SEP 15 2023

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

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

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION AND PAGA
SETTLEMENT AND SETTING HEARING
FOR FINAL APPROVAL OF
SETTLEMENT**

[Filed concurrently with Notice of Motion and
Motion, Memorandum of Points and Authorities,
and Declarations of Graham S.P. Hollis and
James R. Hawkins]

Date: September 15, 2023
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 The Court, having read and considered the papers filed in support of Plaintiffs' Motion For
2 Preliminary Approval of Class Action and PAGA Settlement, the proposed Notice of Proposed Class
3 Action and PAGA Settlement, and other documents, having considered the arguments of counsel, and
4 good cause appearing therefore, **IT IS HEREBY ORDERED:**

5 1. The Joint Stipulation of Class Action and PAGA Settlement Agreement and Release (the
6 "Settlement Agreement") of Defendants Jetro Holdings, LLC and Restaurant Depot, LLC ("Defendants")
7 and Plaintiffs Orlando Robles and Juan Estrada ("Named Plaintiffs") (Defendants and Named Plaintiffs
8 collectively known as the "Parties") is preliminarily approved as the terms of the Settlement Agreement
9 fall within the range of approval as fair, adequate, and reasonable. Based on a review of the papers
10 submitted by Named Plaintiffs, the Court finds that the Settlement is the result of arm's-length negotiations
11 conducted after Named Plaintiffs and their counsel adequately investigated the claims and became familiar
12 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the
13 Settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable.
14 The Settlement is presumptively valid, subject only to any objections that may be raised at the Final
15 Fairness Hearing and Final Approval by this Court.

16 2. This Order incorporates by reference all defined terms set forth in the Settlement
17 Agreement, which is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of
18 Plaintiffs' Motion For Preliminary Approval of Class Action and PAGA Settlement filed on August 21,
19 2023.

20 3. The following persons are provisionally certified as "the Class" or "Class Members" for
21 Settlement purposes only: "All current and former non-exempt employees of Defendants who worked for
22 Defendants in the state of California from September 24, 2017 through May 8, 2023, other than those who
23 timely opt-out." Class Members who opt-out of the Settlement will nonetheless be bound by the release
24 of the Settled PAGA Claims, as defined in the Settlement Agreement, if they were employed by
25 Defendants during the PAGA Period.

26 4. The proposed Class satisfies the requirements for certification under California Code of
27 Civil Procedure section 382 because Class Members are readily ascertainable, and a well-defined
28 community of interest exists in the questions of law and fact affecting the Parties.

1 5. Named Plaintiffs are appointed as the Class Representatives. Graham S.P. Hollis and Dawn
2 M. Berry of GrahamHollis, APC and James Hawkins, Christina Lucio, and Mitchell Murray of James
3 Hawkins APLC are appointed as Class Counsel.

4 6. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best
5 notice practicable. The proposed Notice of Proposed Class Action Settlement ("Class Notice"), attached
6 as Exhibit A to the Settlement Agreement, is sufficient to inform Class Members of the terms of the
7 Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement and the
8 date and location of the final approval hearing. In addition, the Class Notice fairly, plainly, accurately,
9 and reasonably informs Class Members of: (1) the nature of the action, the definition of the Class, the
10 identity of Class Counsel, and essential terms of the Settlement; (2) Named Plaintiffs' and Class Counsel's
11 applications for the named plaintiff enhancement awards, and Class Counsel's request for attorneys' fees
12 and litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class
13 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit a
14 request for exclusion from the settlement if a Class Member wishes to do so; and (6) how to obtain
15 additional information regarding the action and the Settlement. (California Rule of Court 3.766.) The
16 Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that
17 the Class Notice adequately advises Class Members of their rights under the Settlement. Counsel for the
18 Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to
19 the extent the same are found or needed, so long as such corrections do not materially alter the substance
20 of the Class Notice and other notice documents.

21 7. The Court preliminarily approves the settlement of claims under the California Labor
22 Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA") according to the
23 terms and conditions in the Settlement Agreement. The Court also finds that notice was provided to the
24 California Labor and Workforce Development Agency ("LWDA"). Class Counsel are ordered to provide
25 notice of the Settlement to the LWDA.

26 8. CPT Group, Inc. is appointed to act as the Settlement Administrator, pursuant to the terms
27 set forth in the Settlement Agreement. The Settlement Administrator is ordered to carry out the Settlement
28

1 according to the terms of the Settlement Agreement and in conformity with this Order, including
2 disseminating the Class Notice according to the notice plan described in the Settlement Agreement.

3 9. The procedures and 60-day deadline for Class Members to request exclusion from or to
4 object to the Settlement are adopted as described in the Settlement Agreement. Any Class Member who
5 intends to object to final approval of the Settlement must submit an objection to the Settlement
6 Administrator by mail in accordance with the Settlement Agreement. Any opposition or reply to an
7 objection or the motion for final approval will be due according to Code of Civil Procedure section 1005.

8 10. The Parties are ordered to carry out the Settlement according to the terms of the Settlement
9 Agreement.

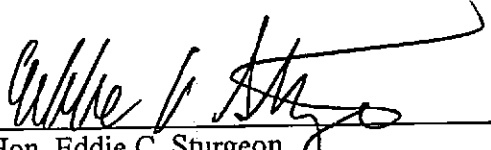
10 11. A final approval hearing will be held on Jan. 26, 2024 at 9:00 a.m./p.m., to
11 determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and
12 adequate as to the Settlement Class Members. The Court reserves the right to continue the date of the final
13 approval hearing without further notice to the Class Members. The Court retains jurisdiction to consider
14 all further applications arising out of or in connection with the Settlement Agreement.

15 12. The Motion for Final Approval of the Settlement Agreement, including requests to approve
16 the named plaintiff enhancement awards and Class Counsel's request for attorneys' fees and costs, shall
17 be filed and served no later than 16 court days before the final approval hearing.

18 13. In the event the Settlement is not fully and finally approved, or otherwise does not become
19 effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and
20 void and shall be vacated, and the Parties shall revert to their respective positions as of before entering
21 into the Settlement Agreement. If the Settlement does not become final for any reason, the fact that the
22 Parties were willing to stipulate to settlement and the circumstances, proceedings and documents related
23 to the proposed settlement and shall have no bearing on, and will not be admissible in connection with
24 litigation, whether through issue preclusion or estoppel or otherwise.

25 **IT IS SO ORDERED.**

26 Dated: 9-15-23

27 
28 Hon. Eddie C. Sturgeon
Judge, San Diego County Superior Court