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

JAMES JONES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TFC PARTNERS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: RG21087839

(Assigned to the Honorable Brad Seligman, Dept.
23)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: September 12, 2023

Time: 3:00 P.M.

Dept.: 23

RES. ID: Per 5/16/23 Minute Order

Complaint Filed: February 4, 2021

1 Plaintiff James Jones (“Plaintiff”), and Defendant TFC Partners, Inc. (“Defendant”)
2 (together, the “Parties”) have entered into the Stipulation of Settlement and Release and
3 Amendment to Stipulation of Settlement and Release (together, the “Settlement Agreement”) to
4 settle the above-captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement, including approval of the Class Representative enhancement payment for
7 Plaintiff and Class Counsel’s application for a fee and expense award. The Court has read,
8 heard, and considered all the pleadings and documents submitted, and the presentations made in
9 connection with the Motion which came on for hearing on September 12, 2023.

10 **I. BACKGROUND**

11 On January 5, 2021, Plaintiff submitted his written notice to the California Labor &
12 Workforce Development Agency (“LWDA”), alleging wage and hour violations of the Labor
13 Code, pursuant to the PAGA, Labor Code § 2698, *et seq.* On February 4, 2021, Plaintiff filed a
14 complaint on behalf of himself and all similarly situated employees against Defendant in the
15 Superior Court of the State of California for the County of Alameda. The lawsuit alleged causes
16 of action for violation of Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 558, 1174, 1194,
17 1197, 1197.1, and 2698, *et seq.* and unfair business practices under the Business & Professions
18 Code § 17200, *et seq.*, asserting that Defendant failed to provide off-duty meal and rest periods,
19 pay wages for all hours worked, and provide accurate itemized wage statements to its employees.
20 Plaintiff seeks damages, penalties, attorneys’ fees, and costs.

21 **A. Class Members**

22 The class or “Settlement Group” is defined as: “All current and former California non-
23 exempt employees who worked for Defendant and who were paid wages during the Settlement
24 Period of August 10, 2016 to August 31, 2022.” The class consists of 702 individuals.

25 **B. Operation of the Settlement**

26 Pursuant to the Preliminary Approval Order dated May 16, 2023, this Court conditionally
27 certified the class and granted preliminary approval to the Settlement Agreement. The
28 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The

1 Court entered the Preliminary Approval Order after review and consideration of all of the
2 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

3 In compliance with the Preliminary Approval Order, the Notice of Class Action
4 Settlement ("Class Notice") was sent to all Class Members via first class mail. Follow-up
5 mailings were sent to 19 individuals after skip tracing, and no Class Notices remain
6 undeliverable. The notice process was timely completed.

7 This Court finds that the Settlement appears to be the product of serious, informed, non-
8 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
9 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable, and
10 adequate, and that Plaintiff has satisfied the standards for final approval of a class action
11 settlement under California law. Under the provisions of California Code of Civil Procedure §
12 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state court in
13 *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a
14 class where:

15 [Q]uestions of law or fact common to the members of the class
16 predominate over any questions affecting only individual members,
17 and that a class action is superior to the available methods for the
18 fair and efficient adjudication of the controversy ... Fed. R. Civ.
Proc. 23.

19 Certification of a settlement class is the appropriate judicial device under these circumstances.

20 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
21 FOLLOWS:

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

24 2. The Court has jurisdiction over the subject matter of the litigation, the Class
25 Representative, the other members of the Settlement Group, and Defendant.

26 3. The Court finds that the dissemination of the Class Notice, as disseminated by the
27 appointed Settlement Administrator, Phoenix Settlement Administrators, to the class members,
28 constituted the best notice practicable under the circumstances to all persons within the definition
of the Settlement Group, and fully met the requirements of California law and due process under

1 the United States Constitution.

2 4. The Court approves the settlement of the above-captioned action, as set forth in
3 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties
4 are directed to perform in accordance with the terms set forth in the Settlement Agreement.

5 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
6 their own costs and attorneys' fees.

7 6. The Court hereby certifies the following class for settlement purposes only:

8 All current and former California non-exempt employees who
9 worked for Defendant and who were paid wages during the
10 Settlement Period of August 10, 2016 to August 31, 2022.

11 7. With respect to the class and for purposes of approving the settlement only and
12 for no other purpose, this Court finds and concludes that: (a) the members of the class are
13 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
14 questions of law or fact common to the class, and there is a well-defined community of interest
15 among members of the class with respect to the subject matter of the non-exempt claims in the
16 Litigation; (c) the claims of Class Representative is typical of the claims of the members of the
17 class; (d) the Class Representative has fairly and adequately protected the interests of the
18 members of the class; (e) a class action is superior to other available methods for an efficient
19 adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*,
20 Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and
21 representative capacity and for the class.

22 8. Within ten (10) calendar days following the entry of this Order and Judgment, as
23 set forth in the Settlement Agreement, Defendant shall remit to a Qualified Settlement Fund
24 established by the Settlement Administrator the first payment of the Total Maximum Settlement
25 Amount of \$350,000.00. Within nine (9) months following the entry of this Order and
26 Judgment, Defendant shall deposit into the Qualified Settlement Fund the second payment of the
27 Total Maximum Settlement Amount of \$400,000.00.

28 9. From the Total Maximum Settlement Amount, the Settlement Administrator shall

1 pay:

2 (a) to Class Counsel attorneys' fees in the amount of \$250,000.00, and
3 reimbursement of costs in the amount of \$12,633.34;

4 (b) a service award to the Class Representative James Jones to reimburse him
5 for his unique services, and as consideration for the execution of a general release, in the amount
6 \$10,000.00;

7 (c) the sum of \$30,000.00 to the California Labor and Workforce
8 Development Agency for its seventy-five percent (75%) share of PAGA penalties; and

9 (d) the sum of \$10,500.00 to the Settlement Administrator, Phoenix
10 Settlement Administrators, for its fees and costs relating to the settlement administration process.

11 10. The Court finds that these amounts are fair and reasonable. The Settlement
12 Administrator is directed to make such payments in accordance with the terms of the Settlement
13 Agreement.

14 11. The Court approves the Individual Settlement Payment and Individual PAGA
15 Payment amounts, which shall be distributed by the Settlement Administrator pursuant to the
16 terms of the Settlement Agreement, after payment of those amounts set forth in Paragraph 9.

17 12. The Court hereby enters final judgment in this case in accordance with the terms
18 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
19 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
20 over the action and the Parties, including all Settlement Group Members, for purposes of
21 enforcing and interpreting this Order and the Settlement

22 IT IS SO ORDERED.

23
24 DATED: _____

25 HON. BRAD SELIGMAN
26 SUPERIOR COURT OF CALIFORNIA
27
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