

FILED
ALAMEDA COUNTY

SEP 12 2023

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
ktulyathan@diversitylaw.com

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
1610 R Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**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)

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND JUDGMENT**

Date: September 12, 2023

Time: 3:00 P.M.

Dept.: 23

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. The Motion is
10 GRANTED.

11 **I. BACKGROUND**

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

22 **A. Class Members**

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

26 **B. Operation of the Settlement**

27 Pursuant to the Preliminary Approval Order dated May 16, 2023, this Court conditionally
28 certified the class and granted preliminary approval to the Settlement Agreement. The

1 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The
2 Court entered the Preliminary Approval Order after review and consideration of all of the
3 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

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

8 **II. FINDING**

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

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

20 Fed. R. Civ. Proc. 23.

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

23 **III. ORDER**

24 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
25 FOLLOWS:

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

28 2. The Court has jurisdiction over the subject matter of the litigation, the Class

1 Representative, the other members of the Settlement Group, and Defendant.

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

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

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

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

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

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

27 8. Within ten (10) calendar days following the entry of this Order and Judgment, as
28 set forth in the Settlement Agreement, Defendant shall remit to a Qualified Settlement Fund

1 established by the Settlement Administrator the first payment of the Total Maximum Settlement
2 Amount of \$350,000.00. Within nine (9) months following the entry of this Order and
3 Judgment, Defendant shall deposit into the Qualified Settlement Fund the second payment of the
4 Total Maximum Settlement Amount of \$400,000.00.

5 9. Subject to the holdback in Paragraph 10, the Settlement Administrator shall pay
6 the following amounts from the Total Maximum Settlement Amount:

7 (a) to Class Counsel attorneys' fees in the amount of \$225,000.00, and
8 reimbursement of costs in the amount of \$12,633.34;

9 (b) a service award to the Class Representative James Jones to reimburse him
10 for his unique services, and as consideration for the execution of a general release, in the amount
11 \$5,000.00;

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

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

16 10. The Court finds that these amounts are fair and reasonable. The Settlement
17 Administrator is directed to make such payments in accordance with the terms of the Settlement
18 Agreement, with the exception of 10% of the \$225,000.00 in attorneys' fees, or \$22,500.00,
19 which shall remain on deposit with the Settlement Administrator until the completion of the
20 settlement distribution process and the Court approves a final accounting.

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

24 12. A compliance hearing is set for December 17, 2024, at 3:00 p.m. in Department
25 23 of this Court. At least 16 days prior to the compliance hearing, Plaintiff shall file a
26 declaration from the Settlement Administrator establishing the status of distribution of settlement
27 funds along with a proposed amended judgment that conforms to Code of Civil Procedure
28 section 384. If the Court approves the final accounting, it will approve an amended judgment

1 and order the release of the holdback of 10% of the attorneys' fees and payment of any
2 unclaimed funds to the Code of Civil Procedure section 384 beneficiary.

3 **IV. JUDGMENT**

4 13. The Court hereby enters final judgment in this case in accordance with the terms
5 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
6 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
7 over the action and the Parties, including all Settlement Group Members, for purposes of
8 enforcing and interpreting this Order and the Settlement

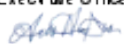
9 14. Pursuant to the Code of Civil Procedure section 668.5, judgment shall be entered
10 as of the filing of this judgment. This judgment makes no finding of any violation of the Labor
11 Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order
12 approving the settlement, or this judgment are an admission of any liability or finding of any
13 violation of the Labor Code.

14 **IT IS SO ORDERED AND ADJUDGED.**

15
16 DATED: 9/12/23



HON. BRAD SELIGMAN
SUPERIOR COURT OF CALIFORNIA

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 09/21/2023
PLAINTIFF/PETITIONER: James Jones	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: TFC Partners, Inc. , a Delaware corporation	A. Hewitt
CERTIFICATE OF MAILING	CASE NUMBER: RG21087839

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

James Jones
1610 R Street, Suite 300
Sacramento, CA 95811

Shannon B Nakabayashi
JACKSON LEWIS P.C.
50 California Street
9th Floor
San Francisco, CA 94111-

Dated: 09/21/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Hewitt, Deputy Clerk

CERTIFICATE OF MAILING