

VENTURA
SUPERIOR COURT
FILED

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VENTURA SUPERIOR COURT
JAN 23 2023

BRENDA L. MCCORMICK
Executive Officer and Clerk
By: *[Signature]* Deputy

CRISTAL V. ALVAREZ

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

ALYSSA MENDOZA, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

OLDE THOMPSON, LLC, a California
limited liability company; OT HOLDINGS
CORPORATION d/b/a OLDE THOMPSON
HOLDINGS CORPORATION, a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 56-2021-00554385-CU-OE-VTA

Assigned for All Purposes to:
Honorable Benjamin Coats
Department 43

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: February 15, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 43

Complaint Filed: May 17, 2021
FAC Filed: September 10, 2021
SAC Filed: June 15, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Alyssa Mendoza and Gerardo
2 Quiroz's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering
3 the papers submitted in support of the motion, including the Joint Stipulation of Class and
4 Representative Action Settlement Agreement ("Settlement Agreement," "Settlement," or
5 "Agreement"), hereby **FINDS AND ORDERS:**

6 Plaintiffs and Defendants Olde Thompson, LLC, OT Holdings Corporation, and Olde
7 Thompson Holdings Corporation ("Defendants") entered the Settlement Agreement on or about
8 August 8, 2022 to settle this lawsuit.

9 The Court entered an order dated September 26, 2022 preliminarily approving the
10 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, providing Class Members with an opportunity to object to the Settlement or exclude
13 themselves from the Class, and scheduling a Final Approval Hearing on February 15, 2023.

14 The Court held a Final Approval Hearing on February 15, 2023 to determine whether to
15 give final approval to the Settlement of this lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
18 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
19 in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated and the Class been
21 given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the
22 claims of all Class Members. The Court also has subject matter jurisdiction over this lawsuit,
23 including jurisdiction to approve the Settlement and grant final certification of the Class.

24 3. Final Class Certification. The Court finds the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. The Court certifies the Class consisting of all individuals who are or previously were
27 employed by Defendants in California as hourly or non-exempt employees at any time during the
28 period beginning March 9, 2018 to March 12, 2022. There are three hundred fifty-six (356) Class

1 Member who did not submit valid and timely requests for exclusion from the Class Settlement
2 (“Participating Class Members”).

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the
4 Class for purposes of entering and implementing the Settlement and satisfied the requirements of
5 Code of Civil Procedure section 382.

6 5. Notice Packet. The Court finds the Notice of Class Action Settlement (“Class
7 Notice”) and Change of Address Form (collectively, known as the “Notice Packet”) and its
8 distribution to Class Members were implemented pursuant to the Settlement and this Court’s
9 Preliminary Approval Order. The Court also finds the Notice Packet:

10 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
11 pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and
12 their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to
13 exclude themselves from the Settlement Agreement; (v) their right to receive Individual Class
14 Settlement Payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding
15 effect of the orders and judgment in this lawsuit on all Participating Class Members;

16 b. constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, California Rule of Court 3.769, and due process;

18 c. constitutes the best practicable notice to Class Members under the
19 circumstances of this lawsuit; and

20 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

21 6. Final Settlement Approval. The terms and provisions of the Settlement
22 Agreement have been entered in good faith and are the product of arm’s-length negotiations by
23 experienced counsel who have done a meaningful investigation of the claims. The Settlement
24 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
25 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the
26 Settlement Agreement according to its terms and provisions.

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1 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
2 Order and Judgment are binding on Plaintiffs, Participating Class Members, Private Attorneys
3 General Act of 2004 ("PAGA") Members, and their spouses, heirs, registered domestic partners,
4 executors, administrators, successors, and assigns. In addition, those terms shall have res judicata
5 and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
6 maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other
7 proceedings involve matters that were or could have been raised in this lawsuit and are
8 encompassed by the Released Class Claims and Released PAGA Claims.

9 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
10 any action to enforce the terms and provisions of the Settlement Agreement.

11 9. Releases.

12 a. Participating Class Members. As of the Effective Date, the Released Parties shall
13 be entitled to a full and final accord, satisfaction, settlement, and release of the
14 Released Class Claims for the Class Period from Participating Class Members,
15 including the Plaintiffs.

16 b. PAGA Members. As of the Effective Date, all PAGA Members are bound by the
17 Released PAGA Claims.

18 c. Plaintiffs. As of the Effective Date, Plaintiffs will provide a general release to the
19 Released Parties. Plaintiffs also expressly waive and relinquish the provisions,
20 rights, and benefits of Civil Code section 1542.

21 d. Released Parties. The Released Parties include Defendants and their past, present,
22 and/or future, direct and/or indirect, owners, officers, directors, members,
23 managers, employees, agents, representatives, attorneys, insurers, partners,
24 investors, shareholders, administrators, parents, subsidiaries, affiliates, divisions,
25 predecessors, successors, and assigns.

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1 10. Class Representative Service Payments. The Court finds the Class Representative
2 Service Payments of \$7,500, to be paid by Defendants to each Plaintiff out of the Gross
3 Settlement Amount, to be reasonable and appropriate. Class Representative Service Payments is
4 to be paid pursuant to the terms and provisions set forth in the Agreement.

5 a. The rationale for making enhancement payments is that the class representatives
6 should be compensated for the expense and risk they incurred in conferring a
7 benefit on the Class. Criteria courts consider include: (1) risk to the class
8 representatives in commencing suit; (2) notoriety and personal difficulties
9 encountered; (3) amount of time and effort spent by the class representatives; (4)
10 duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by
11 class representatives.

12 b. The Court reviewed Plaintiffs' declaration outlining their involvement. Given the
13 risks inherent in the services as the class representatives, duration of the case and
14 time involved, and benefits created for the Class, the Court approves the payment
15 of the Class Representative Service Payments of \$7,500 to each Plaintiff.

16 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
17 The Court finds the Class Counsel Fees Payment of \$315,000, to be paid out of the Gross
18 Settlement Amount by Defendants to Class Counsel, to be reasonable and appropriate. In
19 addition, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for
20 actual litigation costs incurred of \$13,588.45, to be paid by Defendants to Class Counsel out of
21 the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
22 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendants shall
23 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
24 incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members.
25 Defendants shall also not be required to pay for any other attorneys' fees and expenses, costs, or
26 disbursements incurred by Plaintiffs or Class Members in connection with or related in any
27 manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class
28 Claims and Released PAGA Claims.

1 a. The Court has an independent right and responsibility to review the Class Counsel
2 Fees Payment and only award so much as it determines reasonable. (See
3 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
4 127-28.) The Class Counsel Fees Payment of \$315,000 is thirty-five percent
5 (35%) of the common fund created for the benefit of the Class and is supported by
6 use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.*
7 (2016) 1 Cal.5th 480, 504.) Considering the exceptional results achieved,
8 financial risk undertaken, novel and difficult nature of this litigation, skills
9 required, percentage fees award in previous and other cases, and contingent fees
10 charged in the marketplace, the Court finds the Class Counsel Fees Payment is
11 consistent with the marketplace, is reasonable, and is approved.

12 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
13 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
14 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class
15 Counsel expended \$13,588.45 in litigation costs, and such costs were reasonable.
16 Thus, the Court approves the payment of the Class Counsel Litigation Expenses
17 Payment of \$13,588.45 from the common fund for the reimbursement of Class
18 Counsel's litigation costs.

19 12. Administration Expenses. The Court finds Administration Expenses of \$10,500,
20 to be paid by Defendants to the Settlement Administrator out of the Gross Settlement Amount, to
21 be reasonable and appropriate. The Administration Expenses are to be paid pursuant to terms and
22 provisions set forth in the Settlement Agreement.

23 a. The Court reviewed the declaration of Jennifer Forst from CPT Group, Inc., the
24 Court-approved Settlement Administrator. The Court finds notice was provided to
25 the Class pursuant to the Preliminary Approval Order, constitutes the best
26 practicable notice to the Class, and satisfied due process. Thus, the Court
27 approves the payment of the Administration Expenses of \$10,500 for the
28 Settlement Administrator's services in administering the Settlement.

1 13. PAGA Civil Penalty Payment. The Court finds the PAGA Civil Penalty Payment
2 of \$50,000, seventy-five percent (75%) of which (\$37,500) will be paid to the California Labor
3 and Workforce Development Agency out of the Gross Settlement Amount and twenty-five
4 percent (25%) of which (\$12,500) shall be distributed to PAGA Members, on a pro rata basis, to
5 be reasonable and appropriate. The PAGA Civil Penalty Payment is to be paid pursuant to the
6 terms and provisions set forth in the Settlement Agreement.

7 14. Funding the Settlement. No later than ten (10) calendar days after the Judgment
8 becomes Final, the Settlement Administrator shall send Defendants' Counsel electronic wiring
9 instructions for paying the Gross Settlement Amount into the Qualified Settlement Fund
10 ("QSF"). Defendants shall fund the QSF with the Gross Settlement Amount and the amount
11 necessary to pay Defendants' share of payroll taxes no later than thirty (30) calendar days after
12 the Judgment becomes Final. Within fourteen (14) days after Defendants fund the QSF, the
13 Settlement Administrator shall calculate and disburse all payments due under the Settlement.

14 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
15 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
16 Settlement was the product of arm's-length negotiations following extensive litigation,
17 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Lisa
18 Klernan, an experienced and well-respected mediator.

19 a. The fairness of the Settlement is demonstrated by there being no objections to and
20 no requests for exclusion from the Settlement.

21 b. The fairness of the Settlement is further illustrated by the gross *average*
22 Individual Class Settlement Payment being approximately \$1,428.12, and the
23 gross *highest* Individual Class Settlement Payment being about \$2,454.48.

24 16. Uncashed Checks. Class Members must cash their settlement checks within one-
25 hundred and eighty (180) days of the Settlement Administrator's mailing of the settlement
26 checks. Uncashed settlement checks will be voided and transmitted to the State of California's
27 Controller, Unclaimed Property Division for further handling on behalf of the Class Member.

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1 17. Final Accounting and Compliance. The Court sets a nonappearance case review
2 for October 25, 2023 in Department 43. Within five (5) court days before this hearing, Plaintiffs
3 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
4 compliance status report shall specify the total amount paid to Participating Class Members and
5 the residual of the unclaimed settlement funds that will be paid to the entity identified as the
6 recipient of such funds in the Settlement Agreement.

7 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
8 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
9 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
10 and for any other necessary purpose, including, without limitation:

- 11 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
12 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
13 arise out of the Settlement or this Order and Judgment;
- 14 b. entering such additional orders as may be necessary or appropriate to protect or
15 effectuate this Order and Judgment approving the Settlement, and permanently
16 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
17 the fair and orderly administration of the Settlement; and
- 18 c. entering any other necessary or appropriate orders to protect and effectuate this
19 Court's retention of continuing jurisdiction.

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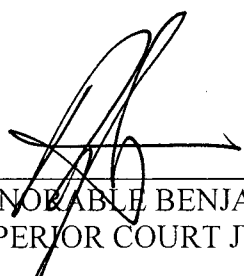
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1 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
3 GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
4 Agreement forthwith.

5 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
6 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
7 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
8 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
9 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
10 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
11 THE JUDGMENT THEREON.

12 IT IS SO ORDERED.

13
14 DATED: 02/15/2023



HONORABLE BENJAMIN COATS
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On March 2, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Mendoza, et al. v. Olde Thompson LLC, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-824930-21**
Court Case No.: 56-2021-00554385-CU-OE-VTA
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 2, 2023, at Pasadena, California.


Mariah Anderson