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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

RAUL FRIAS-ESTRADA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

TREK RETAIL CORPORATION, a Wisconsin
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: MSC20-01916

CLASS ACTION

[Assigned to: Hon. Edward G. Weil, Dept. 39]

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
JUDGMENT**

FINAL APPROVAL HEARING

Date: February 16, 2023

Time: 9:00 a.m.

Dept: 39

1 This matter coming before the Court on Plaintiff Raul Frias-Estrada's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement (the "Final Approval Motion"), and after
3 review and consideration of the parties' fully-executed Settlement Agreement and First
4 Amendment to Settlement Agreement (collectively, the "Settlement") and the papers in support
5 of the Final Approval Motion, due and adequate notice having been given to the Class, and the
6 Court having reviewed and considered the Settlement, all papers filed, the record, proceedings
7 in the above-entitled action ("Litigation" or "Action"), and all oral and written comments
8 received regarding the Settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

10 1. Other than the defined terms set forth in this Order, the Court, for purposes of this
11 Order, adopts all defined terms as set forth in the Settlement filed in this case.

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, all
13 members of the Settlement Class, and Defendant Trek Retail Corporation ("Defendant").

14 3. The Court finds that the Settlement appears to have been made and entered into in
15 good faith and hereby approves the settlement subject to the limitations on the requested fees and
16 enhancements as set forth below.

17 4. Plaintiff and all Participating Class Members shall have, by operation of this Final
18 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
19 and the Released Parties from all released claims as set forth in the Settlement.

20 5. Plaintiff, the State of California, and all Participating PAGA Members shall have,
21 by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished,
22 and discharged Defendant and the Released Parties from all released PAGA claims as set forth in
23 the Settlement.

24 6. The Parties shall bear their own respective attorneys' fees and costs, except as
25 otherwise provided for in the Settlement and approved by the Court.

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1 7. Solely for purposes of effectuating the settlement, the Court finally certified the
2 following Class: “All persons who worked for Defendant in California as an hourly-paid or non-
3 exempt employee during the Settlement Period.”

4 8. The Settlement Period is September 22, 2016 through December 1, 2021.

5 9. The PAGA Period is September 22, 2019 through December 1, 2021.

6 10. No Settlement Class Members have objected to the terms of the Settlement.

7 11. Two Class Members have validly requested exclusion from the Settlement. The
8 excluded Class Members are Richard P. Grice and Scott B. Miner.

9 12. The Notice provided to the Class conforms with the requirements of California
10 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
11 by providing individual notice to all Class Members who could be identified through reasonable
12 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
13 therein to the Class Members. The Notice fully satisfies the requirements of due process.

14 13. The Court finds the Settlement Amount, the Net Settlement Amount, and the
15 methodology used to calculate and pay the Net Settlement Payments to each Participating Class
16 Member are fair and reasonable and authorizes the Settlement Administrator to pay the Net
17 Settlement Payments to the Participating Class Members in accordance with the terms of the
18 Stipulation.

19 14. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,
20 and worthy of final approval.

21 15. The Court also finds the PAGA Settlement is fair and reasonable, and that Plaintiff
22 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
23 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
24 Code section 2699(1). The Court hereby approves the PAGA Settlement.

25 16. Defendant shall pay the total of \$675,000.00 to resolve this litigation. No later than
26 fourteen (14) calendar days following the date on which the Court grants Final Approval,
27 Defendant shall deposit this amount and employer taxes into an account established by the
28 Settlement Administrator. Thereafter, compensation to the Participating Class Members shall be

1 disbursed pursuant to the terms of the Settlement (i.e., within 21 calendar days of the Final
2 Effective Date).

3 (a) From the Settlement Amount, \$7,500.00 shall be paid to the California Labor
4 and Workforce Development Agency, representing approximately 75% of
5 the penalties awarded under the terms of the Settlement Agreement pursuant
6 to the Labor Code Private Attorneys General Act of 2004, California Labor
7 Code section 2698, *et seq.*

8 (b) From the Settlement Amount, \$10,000.00 shall be paid to the named
9 Plaintiff, Raul Frias-Estrada for his service as class representative and for
10 his agreement to release claims.

11 (c) From the Settlement Amount, \$9,250.00 shall be paid to the Settlement
12 Administrator, Phoenix Settlement Administrators.

13 17. The Court finds that Los Angeles Trial Lawyers' Charities is approved as the
14 designed *cy pres* beneficiary and shall receive unpaid residue in accordance with the terms of the
15 Settlement Agreement.

16 18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
17 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

18 19. From the Settlement Amount, Class Counsel is awarded \$225,000.00 for their
19 reasonable attorneys' fees and \$15,000.00 for their reasonable costs incurred in the Action. The
20 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
21 that the fees are reasonable in light of the benefit provided to the Class.

22 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
23 Members by posting a copy of the Final Approval Order and Judgment on Phoenix Settlement
24 Administrators' website for a period of at least sixty (60) calendar days after the date of entry of
25 this Final Approval Order and Judgment.

26 21. Without affecting the finality of this Final Judgment in any way, this Court retains
27 continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement
28 with respect to all Parties to this action, and their counsel of record.

1 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
2 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

3 **IT IS SO ORDERED.**

4
5 DATE: _____

6 Hon. Edward G. Weil
7 Judge of the Contra Costa County Superior
8 Court

Frias-Estrada v. Trek Retail Corporation, et al.
MSC20-01916

1 PROOF OF SERVICE