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Attorneys for Plaintiff LETICIA FLORES,
individually, and on behalf of others similarly
situated

VENTURA SUPERIOR COURT

FILED

06/24/2025

K. Bieker
Executive Officer and Clerk


Elizabeth Muller

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

LETICIA FLORES, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

JR & MRP ENTERPRISES, a corporation;
JAMES POWELL INC., a corporation;
JAMES R. POWELL, INC., a corporation;
JAMES POWELL, an individual; MARY
POWELL, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 56-2021-00557205-CU-OE-VTA

*Assigned for all purposes to the Honorable
Jeffrey G. Bennett, Dept. 21*

CLASS ACTION

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

Date: June 17, 2025
Time: 8:30 a.m.
Dept.: 21

Complaint Filed: August 17, 2021
Trial Date: None Set

[PROPOSED] ORDER AND JUDGMENT

The Motion for Final Approval of Class Action Settlement (“Motion”) filed by Plaintiff Leticia Flores (“Plaintiff”) in the above-captioned action (the “Action”) came regularly for hearing before this Court on June 17, 2025. Having reviewed and considered (1) Plaintiff’s Motion, (2) the proposed Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of Dalia Khalili filed concurrently with the Motion; (3) the Memorandum Of Points And Authorities in support of the Motion; and (4) supporting declarations filed therewith, and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement. The Court further finds that the Settlement was the result of arm’s-length negotiations conducted after Class Counsel had thoroughly and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendants JR & MRP Enterprises, James Powell Inc., James R. Powell, Inc., James Powell, and Mary Powell (collectively “Defendants”), including the division of those funds, as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

2. The Court finds that the Settlement was made and entered into in good faith, was the result of arm’s-length negotiations conducted with the assistance of an experienced mediator and therefore approves the Settlement as fair, adequate and reasonable to all Class Members.

3. Solely for purposes of effectuating the Settlement, the Court has certified a Class defined as “all current and former non-exempt employees of Defendants, in the State of California, assigned to work at Defendants’ McDonald’s restaurants located at 2605 Yosemite St., Simi Valley, CA, and 2375 Tapo St., Simi Valley, CA” at any time during the period from August 17, 2017 through August 5, 2020 (the “Class Period”).

4. In accordance with the Settlement Agreement, Judgment shall be entered in this

1 Action against Defendants JR & MRP Enterprises, James Powell Inc., James R. Powell, Inc.,
2 James Powell, and Mary Powell in the amount of the Gross Settlement Amount of \$675,000.00
3 plus Defendants' share of payroll taxes owed on the Wage Portion of the Individual Class
4 Payments, which shall be paid separately from and in addition to this Gross Settlement Amount.

5 5. The Court approves attorneys' fees to Matern Law Group, PC in the amount of
6 one-third of the Gross Settlement Amount under the common fund doctrine, i.e., \$225,000, and
7 litigation costs in the amount of \$17,000.

8 6. The Court finds that the requested attorneys' fees are reasonable based on the
9 common fund doctrine and are also reasonable based on the lodestar method as a cross-check or
10 with application of a 1.28 multiplier. The Court further finds that Class Counsel's hourly rates
11 are reasonable and in line with rates prevailing in the community.

12 7. The Court approves the PAGA Payment of \$20,000.00 with 75% payable to the
13 Labor & Workforce Development Agency ("LWDA") and 25% disbursed among the Aggrieved
14 Employees.

15 8. The Court approves the Class Representative Service Payment to Plaintiff in the
16 amount of \$10,000.

17 9. The Court approves the Administrative Costs to Xpand Legal in the amount of
18 \$14,000.00.

19 10. The Notice of Class and Collective Action Settlement ("Class Notice") provided
20 to the Class Members conforms with the requirements of Code of Civil Procedure section 382,
21 Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, the California and
22 United States Constitutions, and any other applicable law, and constitutes the best notice
23 practicable under the circumstances, by providing individual notice to all Class Members who
24 could be identified through reasonable effort, and by providing due and adequate notice of the
25 proceedings, the matters set forth therein, and the terms of the Settlement and therefore fully
26 satisfies the requirements of due process. The Court further finds that a full and fair opportunity
27 has been afforded to Class Members to participate in the proceedings to determine whether the
28 proposed Settlement Agreement should be given final approval. Accordingly, the Court

determines that all Class Members who did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

11. The Court finds that no (0) Class Members have objected to the Settlement.

12. The Court finds that no (0) Class Member have requested exclusion.

13. Within fourteen (14) days after the Effective Date (as defined in ¶ 1.18 of the Settlement), Defendants shall fund the Gross Settlement Amount and Defendants' share of payroll taxes due to Class Members, as calculated by the Administrator.

14. Within ten (10) calendar days after Defendants fund the Gross Settlement Amount, the Administrator shall transmit the following payments from the Gross Settlement Amount:

- a. All Individual Class Payments and all Individual PAGA Payments to the respective Class Members and Aggrieved Employee;
- b. The Class Counsel Fees Payment of \$225,000.00 payable to Matern Law Group, PC;
- c. The Class Counsel Litigation Expenses Payment of \$17,000 payable to Matern Law Group, PC.;
- d. The LWDA PAGA Payment of \$15,000.00 (75% of \$20,000.00 PAGA Payment);
- e. The Class Representative Service Payment of \$10,000.00, payable to Plaintiff;
- f. The Administration Expenses Payment of \$14,000.00, payable to Xpand Legal.

15. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator shall send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom the Class Notice was returned undelivered).

16. After 180 days from the mailing, the amount of any Individual Class Payment

1 check or Individual PAGA Payment check that has not been cashed will be transmitted by the
2 Settlement Administrator to the California State Controller's Unclaimed Property Fund in the
3 name of the Class Member of Aggrieved Employee to whom the check was issued.

4 17. Upon the funding of the Gross Settlement Amount and Defendant's share of
5 payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class
6 Members, Aggrieved Employees, the State of California, Plaintiff, and Class Counsel will
7 release claims against all Released Parties as follows:

8 a. Release by Participating Class Members:

9 All Participating Class Members, on behalf of themselves and their respective former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and for
11 the time period of the Class Period, release the Released Parties from all claims under state or
12 local law, whether statutory, common law or administrative law, arising out of the allegations set
13 forth in the operative Complaint or the PAGA Notice to the LWDA in the Action during the Class
14 Period, including but not limited to: claims for minimum wage violations; failure to pay overtime
15 wages; unreimbursed expenses; rest period violations; meal period violations; failure to keep
16 proper records; itemized wage statement violations; waiting time penalties; unfair competition;
17 declaratory relief; and claims for violation of the California Private Attorneys General Act
18 Participating Class Members do not release any other claims for vested benefits, wrongful
19 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
20 disability, social security, workers' compensation, or claims based on facts occurring outside the
21 Class Period.

22 b. Release by Aggrieved Employees:

23 All Aggrieved Employees will be deemed to release, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
26 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
27 Operative Complaint, including but not limited to, claims for violation of the California Private
28 Attorneys arising from Plaintiff's claims for minimum wage violations; failure to pay overtime

1 wages; unreimbursed expenses; rest period violations; meal period violations; failure to keep
2 proper records; itemized wage statement violations; and waiting time penalties.

3 c. Plaintiff's Release

4 Plaintiff and her respective former and present spouses, representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns generally, release and discharge
6 Released Parties from all claims, transactions, or occurrences that occurred during the Class
7 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
8 alleged, based on the facts contained in the Operative Complaint and (b) all PAGA claims that
9 were, or reasonably could have been, alleged based on facts contained in the Operative
10 Complaint ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions
11 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
12 disability benefits, social security benefits, workers' compensation benefits that arose at any
13 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff
14 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
15 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
16 effective in all respects, notwithstanding such different or additional facts or Plaintiff's
17 discovery of them. Plaintiff also expressly waives and relinquishes his rights under Civil Code
18 section 1542.

19 18. All Class Members who did not submit a timely and valid Request for Exclusion
20 are deemed to be Participating Class Members under the Settlement Agreement, entitled to all
21 benefits and bound by all terms and conditions of the Settlement, including the Participating
22 Class Members' Release, regardless of whether the Participating Class Member actually
23 received the Class Notice or objected to the Settlement.

24 19. The Administrator shall post notice of this Order and Judgment on its website
25 within ten (10) days after entry of it.

26 20. A final accounting hearing is scheduled for April 23, 2026 at 8:30 am Class
27 Counsel shall file a signed declaration from the Administrator attesting to its disbursement of
28 all payments required under the Agreement by no later than April 9, 2026.

1 21. Pursuant to Cal. Rule of Court, rule 3.769(h) and Code of Civil Procedure
2 section 664.6, the Court shall retain jurisdiction over the parties, the action, and the Settlement
3 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement
4 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 IT IS SO ORDERED, ADJUDICATED, AND DECREED, AND JUDGMENT IS SO
6 ENTERED.

7 DATED: 06/17/2025



Charmaine H Euehner

JUDGE OF THE SUPERIOR COURT