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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN JOAQUIN

11 EVELYN MANRIQUEZ, individually, and on
12 behalf of other members of the general public
13 similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

14 Plaintiff,

15 vs.

16 SONIC - W. SHAW, CORP., a California
17 corporation; SONIC - 23RD STREET, CORP.,
a California corporation; SONIC - ASHE
18 ROAD, CORP., a California corporation;
SONIC - BLACKSTONE, CORP., a California
19 corporation; SONIC - DELANO, CORP., a
California corporation; SONIC - OLIVE
20 DRIVE, CORP., a California corporation;
SONIC - ROSEDALE HWY., CORP., a
21 California corporation; SONIC - STOCKDALE
HWY., CORP., a California corporation;
22 SONIC - WHITE LANE, CORP., a California
corporation; SONIC - WILLOW, CORP., a
23 California corporation; SONIC - CALDWELL
AVE. CORP., a California corporation; SONIC
- HANFORD, CORP., a California corporation;
24 SONIC - HERNDON, CORP., a California
corporation; SONIC - KINGSBURG, CORP., a
25 California corporation; SONIC - MING AVE.,
CORP., a California corporation; SONIC -
26 MONTE VISTA, CORP., a California
corporation; SONIC - NILES, CORP., a
27 California corporation; SONIC - RIPON,
CORP., a California corporation; SONIC -
28 SHAFTER, CORP., a California corporation;

Case No. STK-CV-UOE-2021-0006622

Assigned to the Hon. Barbara Kronlund

**ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: April 17, 2025
Time: 9:00 a.m.
Place: Department 10-D

Complaint Filed: July 23, 2021
Trial Date: None Set

1 SONIC - TAFT HWY., CORP., a California
2 corporation; SONIC - TEHACHAPI, CORP., a
3 California corporation; SONIC - TULARE,
4 CORP., a California corporation; SONIC -
5 TURLOCK CORP., a California corporation;
6 SONIC - VISALIA CORP., a California
7 corporation; and DOES 1 through 10, inclusive,
8 Defendants.
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1 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
2 Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative
3 Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to
4 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed
5 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
6 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

7 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
8 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
9 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

10 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
11 Joint Stipulation of Class Action and PAGA Settlement and Release (collectively, "Settlement
12 Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

13 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
14 parties to the action, including all members of the Settlement Class.

15 4. The Class Notice fully and accurately informed Class Members of all material elements
16 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
17 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
18 with the laws of the State of California and due process. The Class Notice fairly and adequately
19 described the settlement and provided Class Members with adequate instructions and a variety of means
20 to obtain additional information.

21 5. Class Members were given a full opportunity to participate in the Final Approval
22 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
23 Court determines that all Class Members who did not timely and properly opt out of the settlement are
24 bound by this Order.

25 6. The Court has considered all relevant factors for determining the fairness of the
26 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
27 the Court finds that the settlement was reached following meaningful discovery and investigation
28 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and

1 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
2 adequate, and reasonable.

3 7. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
5 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
6 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
7 sufficient information about the nature and magnitude of the claims being settled, as well as the
8 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
9 which the Parties have agreed.

10 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
11 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
12 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
13 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
14 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
15 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
16 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
17 provides Class Members with fair and adequate relief.

18 9. The Settlement Agreement is not an admission by Defendants or by any other Released
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
20 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
23 whatsoever by or against Defendants or any of the other Released Parties.

24 10. With the exception of the one individual who opted out of the Settlement Class, final
25 approval shall be with respect to: All persons who were employed by Defendants in the State of
26 California in non-exempt positions at any time during the period of July 23, 2017 through March 3,
27 2024.

28 11. Plaintiff Evelyn Manriquez is an adequate and suitable representative and is hereby

1 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
2 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
3 Settlement Class, and that her interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
6 claims arising out of her employment with Defendants.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$80,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$60,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$20,000, will be paid to PAGA
14 Members.

15 15. The Court hereby awards \$558,333 in attorneys' fees and \$20,351.52 in costs and
16 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
17 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
18 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
19 fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly
20 rates are reasonable, and the multiplier is warranted under the circumstances.

21 16. The Court approves settlement administration costs and expenses in the amount of
22 \$22,500 to CPT Group, Inc.

23 17. All Class Members were given a full and fair opportunity to participate in the Final
24 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
25 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from
26 the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the
27 Court's Order and Judgment shall be forever binding on all Participating Class Members. These
28 Participating Class Members have released and forever discharged the Released Parties for any and all

1 Released Class Claims during the Class Period:

2 All claims asserted in the First Amended Complaint ("FAC") in the Action, or
3 could have been alleged in the FAC based on the same operative facts, which
4 include claims for: (1) Violation of California Labor Code §§ 510 and 1198
5 (Unpaid Overtime); (2) Violation of California Labor Code §§ 1182.12, 1194,
6 1197, 1197.1 and 1198 (Unpaid Minimum Wages); (3) Violation of California
7 Labor Code §§ 226.7, 512(a), 516 and 1198 (Failure to Provide Meal Periods); (4)
8 Violation of California Labor Code §§ 226.7, 516 and 1198 (Failure to Provide
9 Rest Periods); (5) Violation of California Labor Code §§ 226(a), 1174(d) and 1198
10 (Non-Compliant Wage Statement and Failure to Maintain Payroll Records); (6)
11 Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid
12 Upon Termination); (7) Violation of California Labor Code § 204 (Failure to
13 Timely Pay Wages During Employment); (8) Violation of California Labor Code
14 § 2802 (Unreimbursed Business Expenses); (9) Violation of California Business
15 & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices) based on the
16 preceding claims; and (10) Violation of California Business & Professions Code
17 §§ 17200, *et seq.* (Unfair Business Practices) based on the preceding claims.

18 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
19 the Released Parties for any and all Released PAGA Claims during the PAGA Period:

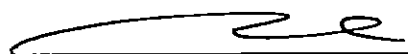
20 All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that
21 were brought or could reasonably have been brought based on the same facts
22 alleged in Plaintiff's LWDA letter during the PAGA Period, including, but not
23 limited to PAGA civil penalties for: (1) Violation of California Labor Code §§ 510
24 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 1182.12,
25 1194, 1197, 1197.1 and 1198 (Unpaid Minimum Wages); (3) Violation of
26 California Labor Code §§ 226.7, 512(a), 516 and 1198 (Failure to Provide Meal
27 Periods); (4) Violation of California Labor Code §§ 226.7, 516 and 1198 (Failure
28 to Provide Rest Periods); (5) Violation of California Labor Code §§ 226(a),
1174(d) and 1198 (Non-Compliant Wage Statement and Failure to Maintain
Payroll Records); (6) Violation of California Labor Code §§ 201 and 202 (Wages
Not Timely Paid Upon Termination); (7) Violation of California Labor Code §
204 (Failure to Timely Pay Wages During Employment); and (8) Violation of
California Labor Code § 2802 (Unreimbursed Business Expenses).

19 19. Judgment in this matter is entered in accordance with the above findings.

20 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
21 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
22 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
23 the terms of the Judgment entered herein. This document shall constitute a judgment (and separate
24 document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26 Dated: 4/17/25

27 
28 Hon. Barbara Kronlund
San Joaquin County Superior Court Judge

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