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FILED
Superior Court of California
County of Los Angeles
06/04/2025
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROBERT ESTRADA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRC COMPANIES, INC., a Delaware
corporation; TRC COMPANIES, LLC, a
limited liability company; and DOES 1
through 10, inclusive,

Defendants

Case No.: 21STCV37078

CLASS AND REPRESENTATIVE ACTION

[Assigned to: Hon. Elaine Lu, Dept. 9]

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS, COLLECTIVE, AND
REPRESENTATIVE SETTLEMENT AND
JUDGMENT**

[Filed with (1) Plaintiff's Notice of Motion and
Motion for Approval of PAGA Settlement, (2) the
Declaration of Kane Moon, (3) the Declaration re:
Settlement Administration, and (4) the Declaration
of Plaintiff]

FINAL APPROVAL HEARING:

Date: June 4, 2025
Time: 10:00 a.m.
Dept.: 9

Complaint filed: October 7, 2021
Trial date: Not set

1 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 Plaintiff Robert Estrada (“Plaintiff”) and Defendant TRC Engineers, Inc. (“Defendant”) (collectively,
3 the “Parties”) have reached a settlement of the above-captioned matter (the “Action”) alleging various class
4 action wage-and-hour claims under the Labor Code and Business and Professions Code. Plaintiff has filed a
5 Motion for Final Approval of Class, Collective, and Representative Settlement (“Plaintiff’s Motion”) seeking
6 final approval of the Parties’ Amended Class, Collective, and Representative Settlement Agreement and Class
7 Notice (the “Settlement”) and entry of judgment. A true and correct copy of the Settlement is attached as
8 **Exhibit 1** to the Declaration of Kane Moon in Support of Motion for Final Approval of Class, Collective,
9 and Representative Settlement.

10 The Court, having timely received and duly considered Plaintiff’s Motion, the supporting
11 declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings
12 had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY**
13 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

14 1. Plaintiffs’ Motion came before Department 9 of this Court, the Honorable Elaine Lu
15 presiding, on June 4, 2025.

16 2. The Court GRANTS final approval of the Settlement and ORDERS entry of this Final
17 Approval Order and Judgment. All capitalized terms used for purposes of this Final Approval Order and
18 Judgment have the same meaning as given in the Settlement, unless otherwise indicated.

19 3. The Court finds that the Settlement was made and entered into in good faith, the terms of
20 which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation
21 conducted by Plaintiff and his counsel of record; is the result of serious, informed, adversarial, and arm’s-
22 length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding,
23 the Court has considered all the evidence presented, including regarding the strength of Plaintiff’s claims; the
24 risk, expense, and complexity of the claims presented; the likely duration of further litigation; the Gross
25 Settlement Amount offered and other monetary terms of the Settlement; the extent of investigation and
26 discovery completed; and the experience and views of Class Counsel. Further, the Court has considered the
27 fact that two Requests of Exclusion from the Settlement were received and notes that no Class Member
28 objected to the Settlement.

1 4. The Court finds that Plaintiff has exhausted all administrative remedies required to bring
2 the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect
3 to the PAGA claims being released under the Settlement. Pursuant to California Labor Code
4 section 2699(s)(2), the LWDA was given advanced notice of the Settlement, has not objected, and is therefore
5 bound by this Final Approval Order and Judgment.

6 5. The Court finds, for settlement purposes only, the Settlement Class meets the requirements
7 for certification under California Code of Civil Procedure section 382 in that: (1) the Settlement Class is so
8 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general
9 interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are
10 typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and
11 adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other
12 available methods for the fair and efficient adjudication of the controversy.

13 6. Accordingly, the Court certifies, for settlement purposes only, the following Class (the
14 "Settlement Class"):

15 All past and present non-exempt employees of Defendant who worked in
16 California from October 7, 2017, through January 5, 2024. Excluded from the
17 Settlement Class are any and all Class Members who submit a valid and timely
18 Request for Exclusion from the Settlement pursuant to the instructions provided
19 in the Class Notice.

20 7. The *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court*
21 *Approval* (the "Class Notice"), which was provided to the Class pursuant to the plan for distribution described
22 under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of
23 Court, and constituted the best notice practicable under the circumstances by providing individual and
24 adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice
25 fully satisfied the requirements of due process and provided Class Members with adequate instructions and a
26 variety of means to obtain additional information.

27 8. The deadline to submit a Request for Exclusion, Objection, or dispute as to Workweeks
28 and/or PAGA Pay Periods was May 5, 2025.

 9. The Court finds that a full opportunity has been afforded to Class Members to object to the
Settlement and participate in the Final Approval Hearing. All Class Members had an opportunity to object to

1 the Settlement, and no objections were made.

2 10. The Court finds that two Requests for Exclusion were received from the following
3 individuals: William O'Brien and Linda Smoot. Accordingly, these individuals are excluded from the
4 Settlement Class. All remaining 698 Class Members remain in the Settlement Class and are bound by this
5 Final Approval Order and Judgment.

6 11. Notwithstanding the submission of a Request for Exclusion, Class Members are still bound
7 by the settlement and release of the Released PAGA Claims pursuant to *Arias v. Superior Court* (2009) 46
8 Cal. 4th 969, as requests to be excluded from the Class Settlement do not apply to the Released PAGA Claims.

9 12. The Court identifies, for settlement purposes only, the "Aggrieved Employees" as:

10 All past and present non-exempt employees of Defendant who worked in
11 California from October 3, 2020, through January 5, 2024. Aggrieved Employees
12 may not opt-out of the PAGA portion of the settlement and will receive payment
in proportion to the number of pay periods they worked during the PAGA Period.

13 13. Releases. Effective on the date when Defendant fully funds the entire Gross Settlement
14 Amount and Defendant's share of payroll taxes owed on the Wage Portions of Individual Class Payments,
15 Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released
16 Parties as follows:

17 a. Released Parties. "Released Parties" means: means Defendant and all of its respective
18 current and former companies, parents, subsidiaries, predecessors and successors, and their
19 affiliated entities, and each of their respective spouses, owners, officers, managing agent(s)
20 (as defined in subdivision (b) of Section 3294 of the Civil Code), directors, partners,
21 members, shareholders, and agents, and any other successors, heirs, assigns, or legal
22 representatives, any attorneys, insurers, and claims representatives.

23 b. Released PAGA Claims. Plaintiff, all Aggrieved Employees, and the State of California shall
24 be deemed to have fully, finally, and forever released, relinquished, and discharged each and
25 all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes
26 of action for penalties under PAGA that accrued during the PAGA Period and that were
27 asserted in Plaintiff's PAGA Notice or the Operative Complaint as well as those that could
28 reasonably have been alleged in the Action based on the facts contained in Plaintiff's PAGA

1 Notice or the Operative Complaint, including, without limitation, Labor Code §§ 201-203,
2 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699,
3 2699(f)(2), and 2802, and the applicable Industrial Welfare Commission Orders. Plaintiff
4 and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their
5 claims in this Action are disputed, and that the payments to them set forth in this Agreement
6 constitute payment of all sums allegedly due to them arising from the PAGA claims and
7 constitute settlement of all PAGA claims.

8 Nothing in this Agreement is intended to or shall preclude Plaintiff and
9 Aggrieved Employees from filing a complaint and/or charge with any appropriate
10 federal, state, or local government agency and/or cooperating with said agency in its
11 investigation. Plaintiff and Aggrieved Employees retain the right to file a charge with,
12 and to participate in an investigation conducted by, any appropriate government agency
13 charged with enforcement of any law and the right to engage in concerted activity
14 granted by Section 7 of the National Labor Relations Act. Plaintiff and Aggrieved
15 Employees, however, shall not be entitled to receive any civil penalties for the Released
16 PAGA Claims in connection with any complaint or charge brought against any Released
17 Party for claims arising on or before the date Plaintiff executes this Agreement, without
18 regard as to who brought said complaint or charge.

- 19 c. Released Class Claims. Participating Class Members shall release and discharge Released
20 Parties from the Released Class Claims and any and all federal and California state law
21 wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature
22 and description arising from any and all claims that accrued during the Class Period and that
23 were alleged in, or could reasonably have been alleged in, the Operative Complaint based
24 on the facts contained therein, including, without limitation, statutory, constitutional,
25 contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs,
26 penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or
27 equitable relief. The Released Class Claims include, without limitation, California Code of
28 Civil Procedure §§ 382, 474, and 1021.5, California Labor Code §§ 201, 201.3, 202, 203,

210, 226, 226.3, 226.7, 510, 512, 515, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and 2802, any category of violations identified in Labor Code § 2699.5, and any federal counterparts, California Code of Regulations § 11400, California Business and Professions Code §§ 17200, *et seq.*, any IWC Wage Orders, and any cause of action for (i) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2 and 1197]; (ii) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (iii) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (iv) Failure to Authorize and Permit Rest Period [Cal. Lab. Code §§ 226.7 and 512]; (v) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (vi) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201- 203]; (vii) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (viii) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*].

The following language will be printed on the reverse of each settlement payment check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law. In connection with the above Released Class Claims, and in consideration of Defendant’s payment of the Gross Settlement Amount and Defendant’s share of payroll taxes owed on the Wage Portions of Individual Class Payments, each and every Participating Class Member, including Plaintiff, will be deemed also to have acknowledged and agreed that California Labor Code § 206.5

1 is not applicable to Defendant and the Participating Class Members because there is a good
2 faith dispute as to whether any wages are due at all to any Class Member. California Labor
3 Code § 206.5 provides, in pertinent part, as follows: AN EMPLOYER SHALL NOT
4 REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON
5 ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN
6 ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE
7 WAGES HAS BEEN MADE.

- 8 d. Plaintiff's General Release. Plaintiff and his or her respective former and present spouses,
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
10 release and discharge the Released Parties from all claims, transactions, or occurrences
11 arising out of his employment with Defendant, including, but not limited to: (a) all claims
12 that were, or reasonably could have been, alleged, based on the facts contained, in the
13 Operative Complaint, (b) all PAGA claims that were, or reasonably could have been,
14 alleged, based on facts contained, in the Operative Complaint or Plaintiff's PAGA Notice,
15 and (c) claims not asserted in the Action ("Plaintiff's General Release"). Plaintiff's General
16 Release excludes any claims or actions to enforce the Settlement, any claims for vested
17 benefits, unemployment benefits, disability benefits, social security benefits, or workers'
18 compensation benefits that arose at any time, or any claims based on occurrences outside the
19 Class Period. For purposes of Plaintiff's General Release, Plaintiff expressly waives and
20 relinquishes the provisions, rights, and benefits, if any, of the California Civil Code § 1542,
21 which reads as follows: A general release does not extend to claims that the creditor or
22 releasing party does not know or suspect to exist in his or her favor at the time of
23 executing the release and that, if known by him or her, would have materially affected
24 his or her settlement with the debtor or Released Party.

25 14. Defendant shall pay a Gross Settlement Amount of **\$2,200,000.00**, in addition to
26 Defendant's employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant
27 shall pay the foregoing amounts by transmitting the funds to the Administrator no later than thirty (30)
28 calendar days following "Final Approval," which is the date of the Court's signature on this Final Approval

1 Order and Judgment.

2 15. The Court confirms the appointment of Phoenix Settlement Administrators as the
3 Administrator, with payment of an Administration Expenses Payment in the amount of **\$10,000.00** from the
4 Gross Settlement Amount for administration services. The Court finds the Administrator has fulfilled its initial
5 notice and reporting duties. The Administrator shall continue to perform services and duties as provided in
6 this Final Approval Order and in the Settlement, including, but not limited to, disbursement individual
7 settlement payments via First-Class U.S. Mail within fourteen (14) calendar days after Defendant funds the
8 Gross Settlement Amount. Class Members shall not be required to submit a claim form in order to receive
9 any individual settlement payment.

10 16. In accordance with rule 3.771(b) of the California Rules of Court, notice of this Final
11 Approval Order and Judgment shall be given to the Settlement Class by the Administrator, who shall
12 post an electronic copy on its website beginning fourteen (14) calendar days following entry and shall be
13 posted for a minimum of ninety (90) calendar days. The Court notes that the website address was provided
14 to Class Members in the Class Notice.

15 17. The Court confirms the appointment, for settlement purposes only, of Plaintiff as the Class
16 Representative, with payment of a Class Representative Enhancement Payment in the amount of **\$7,500.00**
17 from the Gross Settlement Amount, in addition to the amount Plaintiff is eligible to receive as a Settlement
18 Class Member. The Court finds this Enhancement award is justified for Plaintiff's contributions and
19 participation in the Action, for the risks and duties attendant to his role as the Class Representative, and for
20 his general release of claims, both known and unknown, and waiver of section 1542 rights. The Court further
21 finds Plaintiff has adequately represented the Class.

22 18. The Court confirms the appointment, for settlement purposes only, of Plaintiff's Counsel
23 Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC as Class Counsel, with a
24 Class Counsel Fees Payment in the amount of **\$733,333.33** (33 1/3% of the Gross Settlement Amount) from
25 the Gross Settlement Amount for Class Counsel's reasonable attorneys' fees. The Court finds the attorneys'
26 fee award is reasonable compared to amounts routinely approved in similar settlements and as guided by the
27 California Supreme Court's decision concerning the awarding of fees from monetary funds for class members.
28 (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) Class Counsel undertook representation

1 on a contingency basis despite the uncertainty of any fee award. Class Counsel were necessarily precluded
2 from pursuing other potential sources of fees because of work and fiduciary duties owed in connection with
3 this Action. Based on these considerations and after conducting a lodestar cross-check, the Court finds the fee
4 award is fair and reasonable.

5 19. The Court further awards a Class Counsel Litigation Expenses Payment in the amount of
6 **\$32,210.78** from the Gross Settlement for reimbursement of costs. The Court finds that these costs were
7 actually and necessarily incurred by Class Counsel in the course of this Action.

8 20. The Court approves **\$150,000.00** from the Gross Settlement Amount as the amount allocated
9 as PAGA Penalties for settlement of claims for civil penalties under the Private Attorneys General Act, Labor
10 Code Sections 2698, *et seq.* (“PAGA”). Of this amount, **\$112,500.00** (75%) shall be allocated and payable to
11 the LWDA through the LWDA PAGA Payment, and **\$37,500.00** shall be allocated and paid to Aggrieved
12 Employees through Individual PAGA Payments.

13 21. After deducting the PAGA Penalties, Class Representative Enhancement Payment, Class
14 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment,
15 and the LWDA PAGA Payment, in the amounts specified above, from the Gross Settlement Amount, the
16 remaining amount (**\$1,266,955.89**) shall be allocated as the Net Settlement Amount and distributed to
17 Participating Class Members through Individual Class Payments.

18 22. The Court finds that the methodology used to calculate Individual Class Payments and
19 Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, is fair
20 and reasonable. The Court thus authorizes the Administrator to calculate and pay individual settlement
21 payments in accordance with the terms of the Settlement.

22 23. Following the expiration of the 180-day check-cashing deadline, the Administrator shall
23 transmit any uncashed funds to the California State Controller’s Office pursuant to the Unclaimed Property
24 Law, California Civil Code §§ 1500, *et seq.*, in the name of each individual who did not timely cash their
25 settlement check. This disposition results in no “unpaid residue” pursuant to California Civil Procedure
26 Code § 384, as all payments to Participating Class Members and Aggrieved Employees will be paid out,
27 whether or not these individuals cash their Settlement checks.

28 24. The terms and obligations set forth in the Settlement are deemed part of this Final

1 Approval Order and Judgment, and the Parties and the Administrator are ordered to carry out the Settlement
2 accordingly.

3 25. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
4 provided for under the Settlement or this Final Approval Order and Judgment and as approved by the Court.

5 26. Nothing in the Settlement or this Final Approval Order and Judgment will be construed as
6 an admission or concession by any Party. The Settlement is finally approved but is not an admission by
7 Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of
8 any violation of law. Neither the Settlement nor any related document shall be offered or received in
9 evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary
10 to consummate or enforce the Settlement or this Final Approval Order and Judgment.

11 27. This Final Approval Order and Judgment is intended to be a final disposition of the
12 Action in its entirety and is intended to be immediately appealable.

13 28. Following entry of Final Approval Order and Judgment, and without affecting the finality
14 thereof, pursuant to California Code of Civil Procedure section 664.6 and rule 3.769(h) of the California Rules
15 of Court, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
16 of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and
17 (iii) addressing such post-Judgment matters as are permitted by law.

18 29. The Court sets a Non-Appearance Case Review ("NACR") regarding Distribution for
19 ~~September 11~~ **December __, 2026, at 8:30 a.m. in Department 9 of this Court.** Class Counsel shall file a
20 declaration regarding the status of the distribution of settlement funds at least five (5) court days prior
21 to the NACR.

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

23 Dated: 06/04/2025

24 
Hon. Elaine Lu
25 Judge of the Superior Court, Los Angeles
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