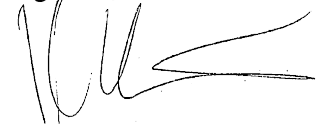


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Superior Court of California
County of Santa Cruz
December 13, 2024
Clerk of the Court by Deputy,
Broughton, Karen



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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

SALVADOR VILLANUEVA and MARCO
PEREZ, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

LA ROSA TORTILLA FACTORY, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 22CV00226

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Syda
Kosofsky Cogliati, Dept. 5]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: December 12, 2024
Time: 8:30 a.m.
Dept.: 5

Complaint filed: January 28, 2022
FAC filed: May 18, 2022
SAC filed: May 16, 2024
Trial date: Not set

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10 *Attorneys for Plaintiffs*

1 On or around August 30, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Salvador Villanueva and Marco Perez (collectively, “Plaintiffs”)
3 now seek an order granting final approval of the Class Action and PAGA Settlement Agreement and
4 Class Notice (the “Settlement Agreement”). The Settlement Agreement is attached to the
5 Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval of Class Action
6 Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant La Rosa Tortilla Factory, Inc. (“Defendant”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for Final
21 Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
27 from all Released Claims as defined in the Settlement.

28 6. Participating Class Members and Aggrieved Employees release the Released Parties

1 from all Released Claims during the Class Period, as applicable. The Parties intend that this release
2 be construed as broadly as possible to encompass all claims listed above in addition to claims
3 alleged by Plaintiffs, or those which could have been alleged by Plaintiffs based on the factual
4 allegations in the operative complaint(s). The Released Claims exclude the release of claims not
5 permitted by law. This Settlement is the compromise of all possible disputed claims related to
6 wages and fully and finally settles all possible claims between the Parties regarding Participating
7 Class Members' wages during the Class Period and PAGA Period, respectively. The Parties
8 warrant and represent that this release resolves, pursuant to Labor Code sections 206 and 206.5,
9 and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171
10 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Class Members
11 through their last day of employment with Released Parties within the Class Period and PAGA
12 Period, respectively. Any Class Member who validly excludes himself or herself from the
13 Settlement will not release Class claims during the Class Period. However, any Class Member who
14 validly excludes himself or herself from the Settlement will still receive a PAGA Settlement
15 Payment, and will be deemed to have released claims against the Released Parties for Released
16 Claims that arise under the PAGA ("PAGA Released Claims"). Plaintiff, the State of California,
17 and Aggrieved Employees will release these PAGA Released Claims from January 28, 2021,
18 through the Preliminary Approval Date of the Settlement, which period shall not be subject to
19 change. This release shall apply without regard to Class Members' actual receipt of the Class
20 Notice, and without regard to Participating Class Members and Aggrieved Employees' actual
21 receipt of their Individual Settlement Payment or Individual PAGA Payment.

22 7. As of the Effective Date, all members of the Settlement Class, except those that made
23 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
24 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
25 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
26 Member has excluded themselves from the Settlement and no Class Member has objected to the
27 Settlement.

28 ///

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

3 9. Solely for purposes of effectuating the settlement, the Court finally certified the
4 following Class, all persons who worked for any Defendant in California as an hourly-paid or non-
5 exempt employee at any time during the relevant Class Period.

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

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

12 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
13 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
14 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
15 Payments to the Participating Class Members in accordance with the terms of the Settlement.

16 13. Defendants shall pay a total of \$500,000.00 to resolve this litigation and to separately
17 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

18 14. From the Gross Settlement Amount, \$15,000.00 shall be paid to the California Labor
19 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
20 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
21 2004, California Labor Code section 2698, *et seq.*

22 15. From the Gross Settlement Amount, \$5,000.00 (\$10,000.00 total) shall be paid to each
23 Plaintiff for their service as class representatives and for their agreement to release claims.

24 16. From the Gross Settlement Amount, \$11,250.00 shall be paid to the Settlement
25 Administrator, CPT Group, Inc. ("CPT").

26 17. The Court hereby confirms Justin F. Marquez and Benjamin Haber of Wilshire Law
27 Firm, PLC and Kane Moon and Allen Feghali of Moon Law Group, PC as Class Counsel.

28 18. From the Gross Settlement Amount, Class Counsel is awarded \$166,666.67 for their

1 reasonable attorneys' fees and \$15,000.00 for their reasonable costs incurred in the Action. The fees
2 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
3 the fees are reasonable in light of the benefit provided to the Class.

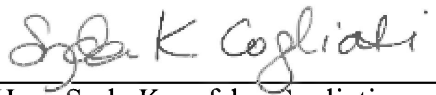
4 19. Notice of entry of this Final Approval Order and Judgment shall be given to Class
5 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a
6 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
7 and Judgment.

8 20. Without affecting the finality of this Order in any way, this Court retains continuing
9 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
10 to all Parties to this action, and their counsel of record.

11 21. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted
12 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

13 **IT IS SO ORDERED.**

14
15 DATE: December 12, 2024



Hon. Syda Kosofsky Cogliati
Santa Cruz County Superior Court

Villanueva, et al. v. La Rosa Tortilla Factory, Inc., et al.
22CV00226

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On November 18, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Kane Moon (SBN 249857)
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 Allen Feghali (SBN 301080)
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 Los Angeles, CA 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff Marco Perez

Attorneys for Defendant La Rosa Tortilla

- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.
- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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

Executed on November 18, 2024, at Los Angeles, California.


Rebecca Padilla