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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JUANITA JUAREZ, individually, and on behalf
of other members of the general public similarly
situated, and as an aggrieved employee pursuant
to the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

TWM/FRESNO, LLC, a California limited
liability company; T W M MANAGEMENT,
INC., a California corporation; THE
CHOWCHILLA CONNECTION, LLC, a
California limited liability company; VALLEY
CONNECTION, LLC, a California limited
liability company; MANTECA STAR, LLC, a
California limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0002562

Assigned to the Hon. Barbara Kronlund

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

Date: November 16, 2023

Time: 9:00 a.m.

Place: Department 10-D

Complaint Filed: April 8, 2022

Trial Date: None Set

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1 the Court finds that the settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
4 adequate, and reasonable.

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

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

20 9. The Settlement Agreement is not an admission by Defendant TWM/Fresno, LLC
21 ("Defendant") or by any other Released Party, nor is this Order a finding of the validity of any
22 allegations or of any wrongdoing by Defendant or any other Released Party. Neither this Order, the
23 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
24 Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
25 omission, concession, waiver of defenses, or liability whatsoever by or against Defendant or any of the
26 other Released Parties.

27 10. Final approval shall be with respect to:

28 a. **Class Members:** All persons who worked for Defendant in California as an

1 hourly paid or non-exempt employee during the period from April 8, 2018 to
2 July 6, 2023, and who have not signed an arbitration agreement with Defendant.

3 b. **PAGA Members:** All persons who worked for Defendant in California as an
4 hourly paid or non-exempt employee during the period from February 1, 2021
5 to July 6, 2023.

6 11. Plaintiff Juanita Juarez is an adequate and suitable representative and is hereby
7 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
8 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
9 Settlement Class, and that her interests are aligned with those of the Settlement Class.

10 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
11 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
12 claims arising out of her employment with Defendant.

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

17 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby
18 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce
19 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be paid to PAGA
20 Members.

21 15. The Court hereby awards \$194,350 in attorneys' fees and \$11,880.17 in costs and
22 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
23 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
24 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
25 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are
26 fair and reasonable.

27 16. The Court approves settlement administration costs and expenses in the amount of
28 \$14,500 to CPT Group, Inc.

1 17. All Class Members were given a full and fair opportunity to participate in the Approval
2 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
3 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
4 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
5 and Judgment shall be forever binding on all Participating Class Members. Plaintiff and each
6 Participating Class Member, together, and individually, on their behalf and on behalf of their respective
7 heirs, executors, administrators, agents, and attorneys, have fully and forever released and discharged all
8 of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class
9 Period to the fullest extent permitted by law:

10 Any and all claims, rights, demands, liabilities, penalties, wages, and causes of
11 action, reasonably arising from, or reasonably related to, or that were asserted, or
12 that reasonably could have been asserted, based on the facts and matters in the
13 operative Complaint, and any future amendments to the operative Complaint,
14 including but not limited to state wage and hour claims for any and all violations
15 of California's Labor Code and Unfair Competition Law based on Defendant's
16 alleged failure to pay for all hours worked (including minimum wages, straight
17 time wages, and overtime wages), failure to provide meal periods, failure to
18 authorize and permit rest periods, failure to timely pay all wages during
employment and due at the time of termination, failure to reimburse necessary
business expenses, failure to furnish accurate, itemized wage statements, failure to
maintain payroll records, unfair business practices, and all damages, interest,
penalties, attorneys' fees, costs, and other amounts recoverable under said causes
of action under California law based on the preceding released claims, to the extent
permissible, including but not limited to the California Labor Code and the
applicable Wage Orders based on the preceding released claims.

19 18. Additionally, all PAGA Members, together and individually, on their behalf and on
20 behalf of their respective heirs, executors, administrators, agents, and attorneys, and the LWDA have
21 fully and forever released and discharged all of the Released Parties, or any of them, from each of the
22 Released PAGA Claims during the PAGA Period to the fullest extent permitted by law:

23 All claims for PAGA civil penalties under the California Private Attorneys
24 General Act of 2004, which were asserted in the operative Complaint and/or
25 PAGA notice letter, or any future amendments to the operative complaint or
26 PAGA notice letter, or which reasonably could have been asserted based on the
facts alleged in the operative Complaint and PAGA notice letter, or which are
arising out of, or reasonably related to, the Released Class Claims.

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

28 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and

1 continuing jurisdiction over the above-captioned action and the parties, including all Participating
2 Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered
3 herein.

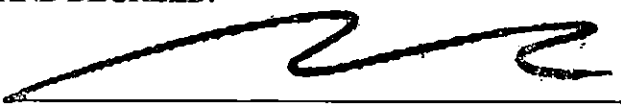
4 21. This document shall constitute a judgment (and separate document constituting said
5 judgment) for purposes of California Rules of Court, Rule 3.769(h).

6 22. Plaintiff shall file a declaration from the Settlement Administrator regarding the
7 completion of settlement administration activities no later than January 17, 2025.

8 23. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule
9 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the
10 Settlement Administrator's website.

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

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14 Dated: NOV 16 2023


15 Hon. Barbara Kronlund
16 San Joaquin County Superior Court Judge
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