

FILED
Clerk of the Superior Court

FEB 16 2024

By: B. Delgado, Deputy

COPY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

JVONN GONZALEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

THE TORO COMPANY, a Delaware
Corporation; and DOES 1-50, Inclusive,

Defendant(s).

Case No.: 37-2022-00042665-CU-OE-CTL

[Assigned for all purposes to Hon. Matthew C.
Braner, Dept. C-60]

~~PROPOSED~~ JUDGMENT

Date: February 16, 2024

Time: 9:00 a.m.

Complaint filed: December 8, 2022

Trial Date: Not Assigned

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and for an Award of Class Counsel Award and Class Representative Service Award duly came on for hearing on February 16, 2024, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:

1. The certification of the Settlement Class is confirmed for the purposes of settlement. The Class is defined as all non-exempt employees who are or previously were employed by The Toro Company and who performed work in California at any time during the period of October 24, 2018 to September 27, 2023.

2. All persons who meet the foregoing definition are members of the Settlement Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys’ fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class Action and PAGA Settlement, and in this Final Judgment.

4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

5. As of the date the Defendant funds the Gross Settlement Amount, each Class Member who has not validly opted out, has released the “Released Class Claims” against the Defendant and all of the “Released Parties” as set forth in the Agreement.

6. As used in paragraph 5 above, the quoted terms have the meanings set forth below: The Released Class Claims are defined as all class claims alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and each “Aggrieved Employee” has released the Released Parties from the “Released PAGA Claims” as set forth in the Agreement.

8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below: The Aggrieved Employees are defined as all non-exempt employees who are or previously were employed by The Toro Company and who performed work in California at any time during the period of

1 August 3, 2021 through September 27, 2023. The Aggrieved Employees will release the Released Parties
2 from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have
3 been alleged based on the facts stated in the Operative Complaint, and the PAGA Notice, which occurred
4 during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying
5 wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
6 disability and workers' compensation, and claims outside of the PAGA Period.

7 9. This Court hereby grants final approval and awards the following: (i) \$506,091.17
8 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, Or Four Hundred
9 Ninety-One Thousand Six Hundred Sixty-Six Point Sixty-Six (\$491,666.66) and costs and expenses in
10 the amount of Fourteen Thousand Four Hundred and Twenty-Four Dollars and Fifty-One Cents
11 (\$14,424.51); (ii) the Class Representative Service Award to Class Representative, Jvonn Gonzalez, of
12 Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) settlement
13 administration costs of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Apex Class Actions, LLC
14 ("Settlement Administration Cost"); and (iv) PAGA Settlement of One Hundred Thousand Dollars and
15 Zero Cents (\$100,000.00) of which Seventy-Five percent (75% or \$75,000) of the PAGA Settlement will
16 be paid to the Labor and Workforce Development Agency ("LWDA Payment") with the remaining
17 twenty-five percent (25% or \$25,000) to be distributed to the Aggrieved Employees

18 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
19 Development Agency within ten (10) days after entry of the Judgment or order pursuant to California
20 Labor Code section 2699(1)(3).

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

22 **IT IS SO ORDERED.**

23 **FEB 16 2024**
24 Dated: _____

Matthew C. Braner
HON. MATTHEW C. BRANER
JUDGE OF THE SUPERIOR COURT