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FILED
ALAMEDA COUNTY

MAR 25 2024

CLERK OF THE SUPERIOR COURT
By *[Signature]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MATTHEW ENGLISH, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

R. TORRE & COMPANY, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 22CV007520

Assigned for All Purposes to:
Honorable Noël Wise
Department 21

CLASS ACTION

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

[Reservation ID: 439203701625]

Hearing Date: March 19, 2024
Hearing Time: 1:30 p.m.
Hearing Place: Department 21

Complaint Filed: February 24, 2022
FAC Filed: April 27, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Matthew English and Jason
2 Harrison's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering
3 the papers submitted in support of the motion, including the Class Action and PAGA Settlement
4 Agreement and Class Notice ("Settlement Agreement," "Settlement," or "Agreement"), hereby

5 **FINDS AND ORDERS:**

6 Plaintiffs and Defendant R. Torre & Company, Inc. ("Defendant") entered the Settlement
7 Agreement on or about July 17, 2023 to settle this lawsuit.

8 The Court entered an order dated September 5, 2023 preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to the Class
11 Members, providing the Class Members with an opportunity to object to the Settlement or
12 exclude themselves from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on March 19, 2024 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

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1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
4 exempt employees of Defendant within the State of California at any time during the period from
5 August 29, 2017 to November 22, 2022 (“Class,” “Class Members,” and “Class Period”). There
6 are two hundred fifty-one (251) Class Members who did not submit valid and timely Requests
7 for Exclusion from the Settlement (“Participating Class Members”).

8 4. Adequacy of Representation. Class Counsel fully and adequately represented the
9 Class for the purposes of entering and implementing the Settlement and satisfied the
10 requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds the Court Approved Notice of Class Action and
12 PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
13 distribution to the Class Members were implemented pursuant to the Settlement and this Court’s
14 Preliminary Approval Order. The Court also finds the Class Notice:

- 15 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)
16 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
17 Agreement and their rights; (iii) their right to object to any aspect of the
18 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
19 Agreement; (v) their right to receive settlement payments; (vi) their right to
20 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
21 judgment in this lawsuit on all the Participating Class Members;
- 22 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
23 section 382, California Rule of Court 3.769, and due process;
- 24 c. constitutes the best practicable notice to the Class Members under the
25 circumstances of this lawsuit; and
- 26 d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

27 6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
28 any action to enforce the terms and provisions of the Settlement Agreement.

1 7. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith and are the product of arm's-length negotiations
3 by experienced counsel who have carried out a meaningful investigation of the claims. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
11 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
12 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
13 that were or could have been raised in this lawsuit and are encompassed by the Released Class
14 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement
15 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
16 Class Members who have submitted timely requests for exclusion.

17 9. Release by Participating Class Members. Effective on the date when Defendant
18 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
19 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
20 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, release, and discharge Released Parties from the Released Class Claims.

22 a. Release by the State of California. Effective on the date when Defendant fully
23 funds the entire Gross Settlement Amount and funds all employer payroll taxes
24 owed on the Wage Portion of the Individual Class Payments, Plaintiffs, as agents
25 and proxies of the State of California, and the State of California itself (including
26 the California Labor and Workforce Development Agency ("LWDA")) are
27 deemed to release the Released Parties from the Released PAGA Claims.

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1 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
3 Portion of the Individual Class Payments, Plaintiffs and or their former and
4 present spouses, representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns generally, release and discharge Released Parties from the
6 Plaintiffs' Release. Plaintiffs also expressly waive and relinquish the provisions,
7 rights, and benefits, if any, of section 1542 of the Civil Code.

8 c. Released Parties. The Released Parties include Defendant and each of its former,
9 present, and future directors, officers, managers, supervisors, employees,
10 shareholders, owners, members, attorneys, insurers, reinsurers, predecessors,
11 successors, assigns, subsidiaries, parents, affiliates, and agents (including
12 investment bankers and accountants).

13 10. Class Representative Service Payments. The Court finds the Class Representative
14 Service Payments of ~~\$10,000~~^{7,500}, to be paid by Defendant to each Plaintiff out of the Gross
15 Settlement Amount (totaling ~~\$20,000~~^{15,000}), to be reasonable and appropriate. The Class
16 Representative Service Payments are to be paid pursuant to the terms and provisions set forth in
17 the Settlement Agreement.

18 a. The rationale for making enhancement payments is class representatives should
19 be compensated for the expense and risk they incurred in conferring a benefit on
20 the Class. Criteria courts consider include: (1) risk to the class representatives in
21 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
22 effort spent by the class representatives; (4) duration of the litigation; and (5)
23 personal benefit (or lack thereof) enjoyed by class representatives.

24 b. The Court reviewed Plaintiffs' declaration outlining their involvement. Given the
25 risks inherent in the services as the class representative, duration of the case and
26 time involved, and benefits created for the Class, the Court approves the payment
27 of the Class Representative Service Payments of \$10,000 to each Plaintiff.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

The Court finds the Class Counsel Fees Payment of ~~\$393,333.33~~^{354,000}, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In addition, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$15,596.97, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of ~~\$393,333.33~~^{354,000} is one-third (1/3) of ~~3090~~ the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

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1 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
2 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
3 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class
4 Counsel expended \$15,596.97 in litigation costs, and such costs were reasonable.
5 Thus, the Court approves the payment of the Class Counsel Litigation Expenses
6 Payment of \$15,596.97 from the common fund for the reimbursement of Class
7 Counsel's litigation costs.

8 12. Administration Expenses Payment. The Court finds Administration Expenses
9 Payment of \$8,750, to be paid by Defendant to the Administrator out of the Gross Settlement
10 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
11 pursuant to terms and provisions set forth in the Settlement Agreement.

12 a. The Court reviewed the declaration of Yami Buns from Phoenix Class Action
13 Administration Solutions, the Court-approved Administrator. The Court finds
14 notice was provided to the Class pursuant to the Preliminary Approval Order,
15 constitutes the best practicable notice to the Class, and satisfied due process.
16 Thus, the Court approves the payment of the Administration Expenses Payment of
17 \$8,750 for the Administrator's services in administering the Settlement.

18 13. PAGA Penalties. The Court finds the PAGA Penalties of \$50,000, seventy-five
19 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement
20 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to the Aggrieved
21 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be
22 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

23 14. Funding the Gross Settlement Amount. Defendant shall fully fund the Gross
24 Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll
25 taxes by transmitting the funds to the Administrator no later than seven (7) days after the
26 Effective Date. Within fourteen (14) days after Defendant funds the Gross Settlement Amount,
27 the Administrator will mail settlement checks to the appropriate entities and persons.

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1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
3 Settlement was the product of arm's-length negotiations following extensive litigation,
4 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Lisa
5 Klerman, an experienced and well-respected mediator.

6 a. The fairness of the Settlement is demonstrated by there being no objections to and
7 no requests for exclusion from the Settlement.

8 b. The fairness of the Settlement is further illustrated by the gross *average*
9 Individual Class Payment being approximately \$2,769.28, and the gross *highest*
10 Individual Class Payment being about \$7,233.55.

11 16. Uncashed Checks. The Class Members must cash or deposit their settlement
12 checks within one hundred eighty (180) days after the checks are mailed to them. Uncashed
13 settlement checks will be canceled and transmitted to the *cy pres* recipient Legal Aid At Work.

14 17. Modification of Agreement. The Participating Class Members are hereby
15 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
16 written instrument signed by all Parties or their representatives and approved by the Court. Such
17 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
18 the rights of the Participating Class Members under the Agreement.

19 18. Final Accounting and Compliance. The Court sets a compliance hearing on
20 January 3, 2025 in Department 21. Within five (5) court days before this hearing, Plaintiffs shall
21 file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance
22 status report shall specify the total amount paid to the Class Members and the residual of the
23 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
24 in the Settlement Agreement.

25 a. Holdback Provision. Ten percent (10%) of the Class Counsel Fees Payment
26 (~~\$29,333.55~~ ^{35,400}) shall be held in an interest-bearing account, maintained by the
27 Administrator, pending the submission and approval of a final compliance status
28 report after completion of the distribution process.

1 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
2 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
4 and for any other necessary purpose, including, without limitation:

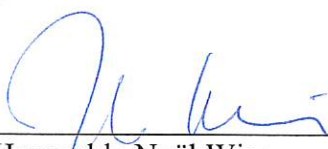
- 5 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
6 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
7 arise out of the Settlement or this Order and Judgment;
- 8 b. entering such additional orders as may be necessary or appropriate to protect or
9 effectuate this Order and Judgment approving the Settlement, and permanently
10 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
11 the fair and orderly administration of the Settlement; and
- 12 c. entering any other necessary or appropriate orders to protect and effectuate this
13 Court's retention of continuing jurisdiction.

14 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
15 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
16 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

17 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
18 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
19 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
20 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
21 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
22 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
23 THE JUDGMENT THEREON.

24 IT IS SO ORDERED.

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26 DATED: 3/15/24



Honorable Noël Wise
Superior Court Judge

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On March 28, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **English v. R. Torre & Company, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-919716-22**
Court Case No.: 22CV007520
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

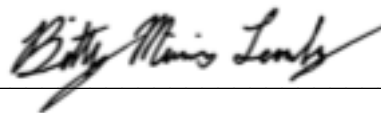
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 28, 2024, at Pasadena, California.



Bitty Minnis-Lemley