

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ARTURO SOTO, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

J. TALLEY CORPORATION; and DOES 1
through 20, inclusive,

Defendants.

Case No. CVRI2205219

Assigned for all Purposes to:
Judge: Hon. Harold W. Hopp
Dept.: 1

**REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

1 This unopposed Motion for Final Approval of Class Action Settlement came on for
2 hearing on November 5, 2024, at 8:30 a.m., in Department 1 of the above-captioned Court
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 filed on May 16, 2024, and consistent with the SETTLEMENT AGREEMENT OF CLASS
5 ACTION AND PRIVATE ATTORNEYS GENERAL ACT CLAIMS ("Settlement Agreement")
6 entered into by Plaintiff Arturo Soto and Defendant J. Talley Corporation (collectively referred
7 to as "Defendant"), a copy of which is attached to the Declaration of Kristy R. Connolly In
8 Support of Plaintiff's Motion for Final Approval, filed on September 13, 2024, as Exhibit A, and
9 due and adequate notice having been given to all Class Members as required in the Preliminary
10 Approval Order, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

11 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
12 each Class Member by first-class mail. These papers informed the Class of the terms of the
13 Settlement, their right to receive a Class Member Payment, their right (a) to comment on or object
14 to the Settlement, (b) to request exclusion from the Settlement and pursue their own remedies,
15 and (c) of their right to appear in person or by counsel at the final approval hearing and to be
16 heard regarding approval of the Settlement. Adequate periods of time were provided by each of
17 these procedures. No member of the Class filed written objection to the proposed Settlement as
18 part of this notice process or stated an intention to appear at the final approval hearing. The
19 following Class Members have requested exclusion from the Settlement and thus are not bound
20 by this Judgment: Juan Rodriguez and Margaret Mayer.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied the
25 requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28

1 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
2 Class, and there is a well-defined community of interest among members of the Class with
3 respect to the subject matter of the Action; (c) the claims of Class Representative Arturo Soto are
4 typical of the claims of the members of the Class; (d) the Class Representative has fairly and
5 adequately protected the interests of the members of the Class; (e) a class action is superior to
6 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
7 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
8 Plaintiff in their individual and representative capacities for the Class.

9 4. The Court has certified a Class, as that term is defined in and by the terms of the
10 Settlement Agreement as all individuals who are or were employed by Defendant as non-exempt
11 employees in California at any time during the Class Period and the Court deems this definition
12 sufficient for purposes of California Rule of Court (“CRC”) 3.765(a). The “Class Period” is
13 defined to mean the period from November 29, 2018 through January 10, 2024.

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Arturo Soto as the Class Representative in
16 this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm’s-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
22 were able to reasonably evaluate their respective positions. The Court also finds that the
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
24 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

1 8. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
3 finally approved, and that all terms and provisions of the Settlement should be and hereby are
4 ordered to be consummated.

5 9. The Court hereby approves the Gross Settlement Amount of \$600,000.00.

6 10. The Court finds and determines that the Class Member Payments to be paid to
7 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
8 hereby gives final approval to and orders the payment of those amounts be made to the Settlement
9 Class Members in accordance with the Settlement Agreement.

10 11. The Court finds and determines that payment to the California Labor and
11 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
12 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
13 that the payment of that amount be paid in accordance with the Settlement Agreement.

14 12. The Court finds and determines that the fees and expenses in administering the
15 Settlement incurred by Apex Class Action, LLC in the amount of \$7,990.00, are fair and
16 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
17 be paid in accordance with the Settlement.

18 13. The Court finds and determines the Class Representative Enhancement Payment of
19 \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
20 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
21 Agreement.

22 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
23 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
24 \$200,000.00 and litigation costs of \$16,738.97. The Court finds such amounts to be fair and
25 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
26 accordance with the terms of the Settlement Agreement.

1 15. Without affecting the finality of this order or the entry of judgment in any way,
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation, and enforcement of this order and the Settlement.

4 16. Neither Defendant nor any related persons or entities shall have any further
5 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
6 except as provided for by the Settlement Agreement.

7 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
8 under the Settlement or under this order, including the requirement that Defendant make
9 payment to the Settlement Class Members in accordance with the Settlement.

10 18. Any envelope transmitting a settlement distribution to a class members shall bear
11 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." With the
12 checks, the Settlement Administrator shall include notice of entry of judgment under California
13 Rule of Court section 3.771(b) by including the following statement: "Judgment was entered by
14 the Court on [date], of 2024."

15 19. Checks paid to Settlement Class Members and Aggrieved Employees shall
16 remain valid and negotiable for one-hundred eighty (180) calendar days from the date of their
17 issuance. After one-hundred eighty (180) calendar days from the date of mailing, the checks
18 shall become null and void, and any monies remaining in the distribution account shall be
19 redistributed to participating Settlement Class Members and Aggrieved Employees who cashed
20 their checks on a pro rata basis. These checks shall also remain valid and negotiable for one-
21 hundred eighty (180) calendar days from the date of their issuance. After one-hundred eighty
22 (180) calendar days from the date of mailing, the checks shall become null and void, and any
23 monies remaining in the re-distribution account shall be transmitted to the California
24 Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved
25 Employee who did not cash their second check.

1 20. The Settlement Administrator shall mail a reminder postcard to any Settlement
2 Class Member whose settlement distribution check has not been negotiated within 60 days after
3 the date of mailing.

4 21. If any checks are returned to the Settlement Administrator as being undeliverable
5 and the Settlement Administrator is unable to locate a valid mailing administrator, then the
6 Settlement Administrator shall arrange with Defendant to have those distributions delivered to
7 the Settlement Class Member at their place of employment if it is determined that the Settlement
8 Class Member with the undeliverable check is a current employee of Defendant.

9 22. The Court hereby enters final judgment in accordance with the terms of the
10 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
11 granted on May 16, 2024 and this Order.

12 23. The Parties will bear their own costs and attorneys' fees except as otherwise
13 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
14 costs.

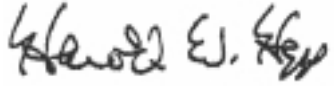
15 24. This Judgment is intended to be a final disposition in its entirety of the above
16 captioned action. Without affecting the finality of the interpretation, administration,
17 implementation, effectuation, and enforcement of the Settlement pursuant to Code of Civil
18 Procedure section 664.6.

19 25. A Final Report (Nonappearance) Hearing is set for **August 29, 2025 at 8:30 a.m.**
20 in Department 1 in the above-entitled Court. Within 5 court days of the Final Report
21 (Nonappearance) Hearing, Counsel for the Parties shall file a report concerning the amount of
22 money distributed, in the form of a declaration from the Settlement Administrator ("Final
23 Accounting Report"). The Final Accounting Report shall describe (i) the date the checks were
24 mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those
25 checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
26 checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
27 disposition of those unclaimed funds.

1 26. Plaintiff shall give notice of this ruling and provide the Notice of Entry of Final
2 Order and Judgment to the Settlement Administrator, who shall post the Notice of Entry of Final
3 Order and Judgment on the Settlement Administrator's website for one hundred eighty (180)
4 calendar days.

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

6
7 DATED: November 7, 2024



Honorable Harold W. Hopp
JUDGE OF THE SUPERIOR COURT