

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff PEDRO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

PEDRO RODRIGUEZ, on behalf of himself
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

R.M. PARKS, INC., a Corporation; and
DOES 1 through 30, Inclusive,

Defendants.

Case No. STK-CV-UOE-2021-6050

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: June 7, 2023
Time: 9:00 AM

Judge: Hon. Erin Guy Castillo
Dept.: 10B

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on June 7, 2023, before the
4 above-entitled Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf
5 of Plaintiff PEDRO RODRIGUEZ ("Plaintiff"). K.P. Roberts & Associates appeared on behalf of
6 Defendant R.M. PARKS, INC., a Corporation (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Joaquin ("Court"), Case No. STK-CV-
15 UOE-2021-6050, entitled *Rodriguez v. R.M. Parks, Inc.* and over all Parties to this litigation,
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On February 28, 2023, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement
20 class for settlement purposes only. The Court confirms this Order and finally approves the
21 settlement and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on April 5, 2023.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation
27 and the proposed settlement to the members of the Class Members. The Court finds that the
28 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was June 7, 2023. There
2 was an adequate interval between notice and deadline to permit Class Members to choose what to
3 do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$175,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to
13 allow the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. No requests for exclusion were
18 received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
23 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
24 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Settlement Class Members.

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1 **PAGA Settlement**

2 9. The Agreement provides for a payment of PAGA Settlement in the amount
3 of \$8,000.00. The Court has reviewed the PAGA Settlement and finds and determines that the
4 PAGA Settlement and the allocation of \$6,000.00 to LWDA and \$2,000.00 of the PAGA
5 Settlement to Aggrieved Employees is fair and reasonable and complies with the requirements set
6 forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Expenses**

8 10. The Agreement provides for a Class Counsel Award in the amount of up to
9 Seventy Thousand, Four Hundred Fifteen Dollars and Fifty-Five Cents (\$70,415.55). Subject to
10 Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the
11 Gross Settlement Amount, or Fifty-Eight Thousand, Three Hundred Thirty-Three Dollars and
12 Thirty-Three Cents (\$58,333.33) and reimbursement of costs and expenses in the amount of
13 Twelve Thousand, Eighty-Two Dollars and Twenty-Two Cents (\$12,082.22).

14 11. A Class Counsel Award of Seventy Thousand, Four Hundred Fifteen
15 Dollars and Fifty-Five Cents (\$70,415.55) comprised of attorneys' fees in the amount of Fifty-
16 Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33) and
17 reimbursement of costs and expenses in the amount of Twelve Thousand, Eighty-Two Dollars and
18 Twenty-Two Cents (\$12,082.22) is reasonable in light of the contingent nature of Class Counsel's
19 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
20 attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is supported by
21 Class Counsel's lodestar.

22 **Class Representative Service Award**

23 12. The Agreement provides for a Class Representative Service Award of up to
24 Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff, Pedro Rodriguez,
25 subject to the Court's approval. The Court finds that the amount of Seven Thousand, Five
26 Hundred Dollars and Zero Cents (\$7,500.00) is reasonable in light of the risks and burdens
27 undertaken by the Plaintiff in this class action litigation.

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1 **Settlement Administration Costs**

2 13. The Agreement provides for Settlement Administration Costs to be paid in
3 an amount not to exceed \$6,000.00. The Declaration of the Settlement Administrator provides
4 that the actual claims administration expenses were \$6,000.00. The amount of this payment is
5 reasonable in light of the work performed by the Settlement Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include:

11 All truck drivers who are or previously were employed by Defendant performed
12 work in California from July 7, 2017, to August 26, 2022.

13 2. There are 64 members of the Class. Every person in the Class who did not
14 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
15 to the Settlement.

16 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
17 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
18 this Order and the terms of the Agreement.

19 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
20 exchange the Class Members shall release the “Released Parties” from the “Released Class
21 Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the “Released
22 PAGA Claims.”

23 a. The “Released Parties” means Defendant R. M. Parks, Inc., R.M.
24 Parks Place, Inc., and any of their former and present parents, subsidiaries, affiliates, divisions,
25 corporations in common control, predecessors, successors, and assigns, as well as all past and
26 present officers, directors, employees (who are not also Class Members), partners, shareholders
27 and agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

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1 b. The “Released Class Claims” are defined as any and all claims,
2 debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees,
3 damages, action or causes of action of whatever kind or nature, contingent or accrued, that are
4 alleged, reasonably related to, or which were or could have reasonably been alleged based on or
5 arising out of the facts and allegations alleged in the operative complaint at the time the Court
6 enters an order preliminarily approving the Settlement which occurred during the Class Period, but
7 expressly excluding all other claims for vested benefits, wrongful termination, unemployment
8 insurance, disability, social security, workers’ compensation, PAGA claims, which are separately
9 released hereinbelow, and class claims outside of the Class Period.

10 c. The “Aggrieved Employees” are defined as all of all truck drivers
11 who are or previously were employed by Defendant and performed work in California during the
12 PAGA Period. The PAGA Period is defined as the period between April 21, 2020 to August 26,
13 2022.

14 d. The “Released PAGA Claims” are defined as any and all PAGA
15 claims, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, action or
16 causes of action of whatever kind or nature, contingent or accrued, for civil penalties pursuant to
17 PAGA, that are alleged in the operative complaint at the time the Court enters an order
18 preliminarily approving this Settlement and Plaintiff’s PAGA notice to the LWDA which occurred
19 during the PAGA Period, but expressly excluding all other claims for vested benefits, wrongful
20 termination, unemployment insurance, disability, social security, workers’ compensation, and
21 class claims outside of the PAGA Period.

22 5. Class Counsel are awarded attorneys’ fees in the amount of \$70,415.55
23 comprised of attorneys’ fees in the amount of Fifty-Eight Thousand, Three Hundred Thirty-Three
24 Dollars and Thirty-Three Cents (\$58,333.33) and reimbursement of costs and expenses in the
25 amount of Twelve Thousand, Eighty-Two Dollars and Twenty-Two Cents (\$12,082.22). Class
26 Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
27 Plaintiff, or members of the Class.

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1 6. The payment of the Class Representative Service Award to the Plaintiff in
2 the amount of \$7,500.00 is approved.

3 7. The payment of \$6,000.00 to the Settlement Administrator for Settlement
4 Administration Costs is approved.

5 8. The PAGA Settlement of \$8,000.00 is hereby approved as fair, reasonable,
6 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
7 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of
8 any fraud or collusion.

9 9. Final Judgment is hereby entered in this action. The Final Judgment shall
10 bind each Participating Class Member.

11 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
12 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
13 Act ("PAGA").

14 11. The Court further finds and determines that Class Counsel satisfied
15 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
16 claims arising under the Private Attorney General Act ("PAGA") on January 6, 2023, and again on
17 May 12, 2023.

18 12. The Court orders Class Counsel to comply with California Labor Code §
19 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
20 Court's entry of this Order.

21 13. The Agreement is not an admission by Defendant, nor is this Final
22 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
23 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
24 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
25 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
26 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
27 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
28 concession with regard to the denials or defenses by Defendant and shall not be offered in

1 evidence in any action or proceeding against Defendant in any court, administrative agency or
2 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
3 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
4 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
5 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
6 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
7 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
8 claims being released by the Settlement.

9 14. Notice of entry of this Final Approval Order and Judgment shall be given to
10 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
11 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
12 Final Approval Order and Judgment shall be posted on Settlement Administrator's website as
13 indicated in the Notice Packet.

14 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
15 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
16 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
17 connection with the distribution of settlement benefits.

18 16. If the Settlement does not become final and effective in accordance with the
19 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
20 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
21 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
22 be vacated.

23 **IT IS SO ORDERED.**

24 DATED: _____, 2023
25
26

27 _____
Hon. Erin Guy Castillo
28 JUDGE OF THE SUPERIOR COURT