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11 individually, and on behalf of all other similarly  
12 situated current and former employees of Defendants

**FILED**  
Clerk of the Superior Court

SEP 13 2019

By: B. DELGADO  
B.D.

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego

08/30/2019 at 03:57:40 PM

Clerk of the Superior Court  
By Carolina Miranda, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

11 FELIPE MEJIA, individually, and on behalf  
12 of all other similarly situated current and  
13 former employees of Defendants,

Plaintiff,

14 vs.

15 THE THIRD CORNER ENCINITAS, a  
16 California Corporation; and DOES 1 through  
17 50, inclusive,

Defendants.

CASE NO.: 37-2017-00005999-CU-OE-CTL

[Assigned for all purposes to the Hon. Richard  
E. L. Strauss, Department C-75]

**[PROPOSED] FINAL JUDGMENT**

21 Named Plaintiff Felipe Mejia's Unopposed Motion for Final Approval of Class Action  
22 Settlement came for hearing before this Court, the Hon. Richard E. L. Strauss presiding, on  
23 September 13, 2019 at 9:00 a.m. The Court having granted final approval of the Joint Stipulation  
24 and Agreement to Settle Class Action Claims, it is hereby ORDERED THAT FINAL JUDGMENT  
25 BE ENTERED as follows:  
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1           1. Pursuant to California law, this Court hereby grants final approval of the Joint  
2 Stipulation and Agreement to Settle Class Action Claims (“Settlement Agreement”). The Court  
3 finds that the Settlement Agreement is fair, reasonable and adequate.

4           2. The Court hereby certifies for settlement purposes only the following Class: All  
5 persons who worked for Defendants The Third Corner Encinitas and/or The Third Corner, Inc.  
6 (“Defendants”) in a non-exempt, hourly paid job position in California at any time from February  
7 16, 2013 through and including the date of September 1, 2018.

8           3. This Court has jurisdiction over the claims of the Class Members asserted in this  
9 proceeding and over all parties to the action.

10          4. The Settlement Agreement is hereby deemed incorporated herein as if expressly set  
11 forth, and has the full force and effect of an Order of this Court. The Settlement Agreement shall  
12 be enforced according to its terms.

13          5. For the reasons set forth in the Preliminary Approval Order entered on May 22,  
14 2019, and in the proceedings of the Final Approval hearing, which are adopted and incorporated  
15 herein by reference, this Court finds that the applicable requirements of the California Code of  
16 Civil Procedure § 382 have been satisfied with respect to the Settlement Class and the Settlement  
17 Agreement. The Court hereby makes final its earlier provisional certification of the Settlement  
18 Class, as set forth in the Preliminary Approval Order. The Court finds that the settlement is fair,  
19 adequate, and reasonable, and falls within the range of reasonableness.

20          6. The Court concludes that the Settlement Administrator, Phoenix Settlement  
21 Administrators, took all reasonable and necessary steps to locate and notify each Settlement Class  
22 Member of the Settlement Agreement. The notice given to the Settlement Class fully and  
23 accurately informed the Settlement Class of all material elements of the Settlement Agreement and  
24 their opportunity to object or comment thereon; was the best notice practicable under the  
25 circumstances; was valid, due and sufficient notice to all Settlement Class Members; and complied  
26 fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States  
27 Constitution, due process, and other applicable law. The notice fairly and adequately described the  
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1 Settlement and provided Settlement Class Members adequate instructions and a variety of means to  
2 obtain additional information. A full opportunity has been afforded to Settlement Class Members  
3 to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly,  
4 the Court determines that all Settlement Class Members who did not timely and properly request  
5 exclusion are bound by this Judgment.

6 7. The Court hereby finds that there have been zero objections to the Settlement. The  
7 deadline for Class Members to object to the Settlement was August 12, 2019.

8 8. The Court hereby finds that one (1) Class Member has requested to exclude  
9 themselves from the Settlement. The deadline for Class Members to request exclusion from the  
10 Settlement was August 12, 2019.

11 9. The Court hereby finds that each Class Member who did not request exclusion from  
12 the Settlement is bound by all the terms of the Settlement, including a release of all claims, rights,  
13 demands, liabilities and causes of action that are alleged, or reasonably could have been alleged  
14 based on the facts and claims asserted in the operative Complaint of whatever kind and nature,  
15 character and description, whether in law or equity, whether sounding in tort, contract, statute, or  
16 other applicable federal, state or local law, including claims for failure to provide meal periods,  
17 failure to pay minimum and/or overtime wages based on Defendants' policy or practice, failure to  
18 provide accurate itemized wage statements and maintain required records, failure to timely pay all  
19 wages upon termination of employment, unfair business practices, and for civil penalties under the  
20 Private Attorney General Act of 2004 Cal. Lab. Code §§ 2698, as well as any and all damages,  
21 restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees  
22 resulting therefrom. This release is limited to claims that arose during the Class Period. Expressly  
23 excluded from the Released Claims are all unrelated claims including, but not limited to, claims for  
24 retaliation, discrimination, unemployment insurance, disability, and workers compensation, which  
25 are not released.

26 10. Defendants The Third Corner Encinitas and The Third Corner, Inc. shall pay  
27 \$250,000.00 in payment for settlement of Class Members' claims, enhancement award for Named  
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1 Plaintiff Felipe Mejia, Class Counsel's attorneys' fees and costs, the Settlement Administrator's  
2 fees and expenses, and penalties to the California Labor & Workforce Agency under Labor Code  
3 Section 2698 et seq.

4 11. Of the Gross Settlement Amount, \$7,500.00 will be paid to Named Plaintiff Felipe  
5 Mejia as an incentive award. The Court finds that this enhancement award is fair and reasonable in  
6 light of the work Named Felipe Mejia provided to the class and counsel.

7 12. With this final judgment of the proposed Settlement, it is hereby ordered that all  
8 claims that are released as set forth in the Settlement Agreement are hereby barred.

9 13. Of the Total Settlement Amount, \$87,500.00 shall be paid to Class Counsel,  
10 Rastegar Law Group, A.P.C., for their fees, and \$12,569.54 shall be paid to Class Counsel for their  
11 litigation costs. The Court finds that the attorneys' fees and litigation expenses requested by Class  
12 Counsel falls within the range of reasonableness, and that the result achieved in this litigation  
13 justifies the award.

14 14. Of the Total Settlement Amount, \$9,950.00 shall be paid to Phoenix Settlement  
15 Administrators for settlement administration fees and costs.

16 15. Of the Total Settlement Amount, \$3,750.00 shall be paid to the California Labor &  
17 Workforce Development Agency for penalties under the Private Attorneys' General Act  
18 ("PAGA"), California Labor Code section 2698, et seq.

19 16. As set forth in the Settlement Agreement, any Individual Settlement Payment  
20 checks remaining un-cashed after one hundred and eighty (180) calendar days after being issued  
21 shall be void. The funds from any un-cashed checks shall be distributed by the Settlement  
22 Administrator to the Department of Industrial Relations Unpaid Wage Fund (Cal. Lab. Code §§  
23 96.6 and 96.7) in the name of the Participating Class Member to whom the uncashed Individual  
24 Settlement Payment check was addressed.

25 17. Without affecting the finality of this Judgment, the Court shall retain continuing  
26 jurisdiction over this action and the parties, including all Class Members, and over all matters  
27 pertaining to the implementation and enforcement of the terms of the Settlement Agreements  
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pursuant to California Rule of Court 3.769(h). Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

IT IS SO ORDERED.

Dated: SEP 13 2019

  
RICHARD E.L. STRAUSS *B.D.*

JUDGE OF THE SUPERIOR COURT