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1 MATERN LAW GROUP, PC  
MATTHEW J. MATERN (SBN 159798)  
2 DALIA R. KHALILI (SBN 253840)  
MATTHEW W. GORDON (SBN 267971)  
3 VANESSA M. RODRIGUEZ (SBN 316382)  
1230 Rosecrans Avenue, Suite 200  
4 Manhattan Beach, CA 90266  
Telephone: (310) 531-1900  
5 Facsimile: (310) 531-1901

6 Attorneys for Plaintiff  
KAROLINA TORREZ and the Certified Class

**FILED**  
ALAMEDA COUNTY

AUG 08 2023

CLERK OF THE SUPERIOR COURT

By 

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ALAMEDA—UNLIMITED JURISDICTION

12  
13 **DEL TACO WAGE AND HOUR CASES**

14 COORDINATION PROCEEDINGS  
SPECIAL TITLE RULE (3.550)

15 Included actions:

16 *Torrez v. Del Taco, LLC*  
Case No. 21CV000111

17 *Chavez, et al. v. Del Taco, LLC*  
18 Riverside County Superior Court Case No.  
RIC1512246

19 *Ramirez v. Del Taco, LLC*  
20 Case No. 19CV005228

21 *Cabral v. Del Taco, LLC*  
Case No. 21CV005224

Judicial Council Coordination Proceeding  
Case No. JCCP004904

[Assigned for all purposes to  
Hon. Evelio M. Grillo, Dept. 21]

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF KAROLINA TORREZ'S  
NOTICE OF MOTION AND MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: June 16, 2023  
Time: 9:00 a.m.  
Dept.: 21

**RESERVATION ID: 505756009277**

Action Filed: March 2, 2016  
Trial Date: None Set

1 **ORDER**

2 Plaintiff Karolina Torrez’s (“Plaintiff Torrez”) Motion for Final Approval of Class Action and  
3 PAGA Settlement (“Motion”) in the above-captioned matter came on regularly for hearing before this  
4 Court on June 16, 2023 at 9:00 a.m. Due and adequate notice having been given to the Class  
5 Members, and the Court having considered Plaintiff’s Motion and all documents submitted in support  
6 thereof, the Stipulation of Class Action and PAGA Settlement (“Settlement”), the Amendment to  
7 Stipulation of Class Action and PAGA Settlement (“Amendment”), all papers filed and proceedings  
8 had herein and all oral and written comments received regarding the proposed Settlement, and good  
9 cause appearing, Plaintiff Torrez’s Motion is hereby GRANTED as follows:

10 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
11 Settlement.

12 2. The Court has jurisdiction over all claims asserted in the Actions, Plaintiffs Karolina  
13 Torrez, Ivan Andaya, Magdalena Chavez, Timothy Tafoya, Raina Cabral, and Vanessa Lozano  
14 (“Plaintiffs”), the Participating Class Members, and Defendant Del Taco, LLC (“Del Taco”).

15 3. The Court finds that the Settlement was made and entered into in good faith and hereby  
16 approves the Settlement as fair, adequate and reasonable to all Class Members.

17 4. Solely for purposes of effectuating the Settlement, this Court certifies a Class defined  
18 as follows:

19 All persons employed by Del Taco in the State of California as a non-  
20 exempt employee at any time during the period from October 28, 2011  
through November 12, 2021.

21 5. With respect to the Class and for purposes of approving the Settlement only and for no  
22 other purpose, this Court finds and concludes that: (a) the Participating Class Members are  
23 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of  
24 law or fact common to the Participating Class Members, and there is a well-defined community of  
25 interest among the Participating Class Members with respect to the subject matter of the claims in the  
26 action; (c) the claims of Plaintiff Torrez are typical of the claims of the Participating Class Members;  
27 (d) Plaintiff Torrez has fairly and adequately protected the interests of the Participating Class  
28 Members; (e) a class action is superior to other available methods for an efficient adjudication of the

1 action; and (f) Class Counsel is qualified to serve as counsel for the Participating Class Members.

2 6. The Notice of Class Action and PAGA Settlement (“Class Notice”) provided to the  
3 Class Members conforms with the requirements of California Code of Civil Procedure section 382,  
4 California Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, the California  
5 and United States Constitutions, and any other applicable law, and constitutes the best notice  
6 practicable under the circumstances, by providing individual notice to all Class Members who could  
7 be identified through reasonable effort, and by providing due and adequate notice of the proceedings  
8 and of the matters set forth therein. The Class Notice fully satisfies the requirements of due process.

9 7. The Court finds that the dissemination of the Class Notice constituted the best notice  
10 practicable under the circumstances to all Class Members, and fully met the requirements of California  
11 law and due process under the United States Constitution. Based on evidence and other material  
12 submitted in conjunction with the final approval hearing, the actual notice to the Class was adequate.

13 8. The Court approves the settlement of the Actions, as set forth in the Stipulation, and  
14 each of the releases and other terms, as fair, just, reasonable and adequate. The parties are directed to  
15 perform in accordance with the terms set forth in the Settlement.

16 9. The Court finds that no Class Members have objected to the Settlement.

17 10. The Court finds that twenty-five (25) Class Members have submitted a valid and timely  
18 Request for Exclusion and therefore are not bound by the terms of the Settlement or the Judgment.  
19 The following Class Members are excluded from the Settlement: Juan M. Celis, Victor H. Ramirez  
20 Munoz, Rogelio Fernandez Ramirez, Christina Ramirez, Alfredo Olvera, Romika Sharma, Virginia  
21 Castro, Trevor Zavala, Latanya Kelly, Ebony Oliver, Erica Gomez, Osvaldo Cervantes, Ghazal  
22 Bazyari, Jonathan Slack, Felix Molina Argueta, Joanna Guzman, Michael McKenzie, Mary Louder,  
23 Amaya Wilmore, James Armbuster, Kaylyn Celis, Jennifer Avalos, Manuel Guzman, Sanjuana Jasso  
24 Lopez, and Amandia Smith.

25 11. Upon the Settlement Administrator’s receipt of the total Gross Settlement Amount and  
26 the Employer’s Share of Payroll Taxes, Plaintiffs and all other Participating Class Members shall be  
27 deemed to have released their respective Released Claims against the Released Parties.

28 “Released Parties” means Del Taco and its respective present and former parent companies,

1 subsidiaries, affiliates, predecessors, successors, joint venturers, joint employers, and all owners,  
2 officers, directors, managers, employees, partners, shareholders, insurers, attorneys and agents, and  
3 any other assigns, legal representatives, and persons or entities acting in concert with or affiliated with  
4 any of them.

5 “Released Claims” with respect to the Participating Class Members (other than Plaintiffs)  
6 means any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or  
7 could have been pleaded based upon the factual allegations set forth in the Complaint and arising at  
8 any time during the Class Period, including claims for (1) Failure to Provide Required Meal Periods  
9 (Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11); (2) Failure to  
10 Provide Required Rest Periods (Cal. Lab. Code §§ 226.7, 512, IWC Wage Order No. 5-2001, § 12);  
11 (3) Failure to Provide Overtime Wages (Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-  
12 2001, § 3); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No.  
13 5-2001, § 4); (5) Failure to Pay All Wages Due (Cal. Lab. Code §§ 201, 202, 203, 204); (6) Failure to  
14 Maintain Required Records (Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7); (7)  
15 Failure to Furnish Accurate Itemized Statements (Cal. Lab. Code § 226; IWC Wage Order No. 5-2001,  
16 § 7); (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties  
17 (Cal. Lab. Code §§ 221, 225.5, 2802); and (9) Unfair and Unlawful Business Practices (Cal. Bus. &  
18 Prof. Code § 17200, et seq.).

19 “Released Claims” with respect to Plaintiffs only means any and all claims, demands, rights,  
20 liabilities, and/or causes of action, of any form whatsoever, relating to or arising from Plaintiffs’  
21 employment with Del Taco during the Class Period, including but not limited to: any and all wage-  
22 and-hour claims arising under the laws of the State of California, including, without limitation,  
23 statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution,  
24 unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages  
25 (including, without limitation, claims under any applicable Industrial Welfare Commission Wage  
26 Order, the California Private Attorneys General Act, or any other provision of the California Labor  
27 Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities  
28 Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Fair Credit Reporting Act; the Family

1 and Medical Leave Act; the Employee Retirement Income Security Act; the California Unfair  
2 Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and  
3 Housing Act; any state, civil, or statutory laws, including, but not limited to, any and all human rights  
4 laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances;  
5 and any common law, contract law, or tort law cause of action. Plaintiffs expressly waive the  
6 protections of California Civil Code § 1542, which reads as follows:

7           A general release does not extend to claims that the creditor or releasing  
8           party does not know or suspect to exist in his or her favor at the time of  
9           executing the release and that, if known by him or her, would have  
10          materially affected his or her settlement with the debtor or released party.

11 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and  
12 complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge that  
13 this Settlement is intended to include in its effect, without limitation, all Released Claims which  
14 Plaintiffs do not know or suspect to exist in their favor at the time of execution, and that the  
15 Settlement contemplates the extinguishment of all such Released Claims.

16           “Class Period” means the period from October 28, 2011 through August 2, 2022.

17           12. Upon the Settlement Administrator’s receipt of the total Gross Settlement Amount and  
18 the Employer’s Share of Payroll Taxes, the State of California shall be deemed to have released its  
19 Released PAGA Claims against the Released Parties.

20           “Released PAGA Claims” means all claims for civil penalties under PAGA that were or could  
21 have been recovered during the PAGA Period for the Labor Code violations identified in Plaintiff  
22 Torrez’s Complaint and pre-filing letter to the LWDA, including meal and rest period violations,  
23 unpaid wages, unpaid overtime, off-the-clock work, wage statement violations, failure to reimburse  
24 necessary expenses, failure to keep required records, waiting time penalties, and failure to pay all  
25 wages due upon termination and/or any other claims/relief available under Labor Code §§ 201, 202,  
26 203, 204, 210, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198,  
27 and 2802.

28           “PAGA Period” means the period from January 28, 2015 through August 2, 2022.

          13. The Court finds the Gross Settlement Amount of \$50,000,000, the Net Settlement

1 Amount, the PAGA Payment, and the methodology used to calculate and pay each Participating  
2 Settlement Class Member's Individual Settlement Payment and PAGA Group Member's PAGA  
3 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual  
4 Settlement Payments to Participating Settlement Class Members and the PAGA Payment to the Labor  
5 and Workforce Development Agency and PAGA Group Members in accordance with the terms of the  
6 Settlement.

7 14. The Gross Settlement Amount of \$50,000,000.00 shall be paid by Del Taco in two  
8 equal installments. The first payment shall be made within twenty-one (21) days after the date of this  
9 order. The second payment shall be made within ninety (90) days after the first payment is made. Del  
10 Taco shall separately pay the Employer's Share of Payroll Taxes.

11 15. The Settlement Administrator shall distribute Individual Settlement Payments,  
12 according to the formula set forth in the Settlement, to each Participating Class Member's last known  
13 mailing address within fifteen (15) days after the Settlement Administrator is provided with the total  
14 Gross Settlement Amount.

15 16. The Settlement Administrator shall distribute PAGA Payments, according to the  
16 formula set forth in the Settlement, to each PAGA Group Member's last known mailing address within  
17 fifteen (15) days after the Settlement Administrator is provided with the total Gross Settlement  
18 Amount.

19 17. The Court <sup>awards</sup> finds that Plaintiffs' Counsel's request for attorneys' fees in the amount of  
20 ~~\$16,666,666.67~~ <sup>\$12,500,000</sup> <sup>2590</sup>, which is one-third of the Gross Settlement Amount, is reasonable under the common  
21 ~~fund method with a lodestar cross-check and application of a 6.4 multiplier. The Court finds that the~~  
~~number of hours Plaintiffs' Counsel spent prosecuting the Actions is reasonable and Plaintiffs'~~  
~~Counsel's hourly rates are reasonable and in line with rates prevailing in the community. The Court~~  
22 ~~awards Plaintiffs' Counsel \$16,666,666.67 in attorneys' fees to be paid from the Gross Settlement~~  
23 ~~Amount as follows: \$16,000,000.00 to Matern Law Group, PC as Class Counsel in the *Torrez* Action;~~  
24 ~~\$500,000.00 to Solouki | Savoy, LLP as plaintiffs' counsel in the *Chavez/Andaya* action; \$83,333.34 to~~  
25 ~~Setareh Law Group as plaintiffs' counsel in the *Gossette/Tafoya* Action and the *Cabral/Lozano*~~  
26 ~~Action; \$62,500.00 to the Spivak Law Firm as plaintiffs' counsel in the *Gossette/Tafoya* Action and~~  
27  
28

1 the ~~Cabral/Lozano~~ Action, and \$20,833.33 to United Employees Law Group, PC as plaintiffs' counsel  
2 in the ~~Gossette/Tafoya~~ Action and the ~~Cabral/Lozano~~ Action. The Court orders that 10% of the award  
3 of attorneys' fees shall be kept in the administrator's trust fund until completion of the distribution  
4 process and Court approval of a final accounting.

5 18. The Court finds that Plaintiffs' Counsel has incurred \$269,119.10 in costs and  
6 expenses, which were reasonably necessary to the prosecution of the Actions on behalf of the Class  
7 Members. The Court awards Plaintiffs' Counsel \$269,119.10 in costs and expenses to be paid from  
8 the Gross Settlement Amount as follows:

Law Firm	Costs
Matern Law Group, PC	\$178,894.93
Solouki   Savoy, LLP	\$23,036.28
The Spivak Law Firm	\$63,861.09
Setareh Law Group	\$3,247.41
United Employees Law Group, PC	\$79.39
<b>TOTAL:</b>	<b>\$269,119.10</b>

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14 19. The Court approves a Class Representative Service Award in the amount of <sup>10,000</sup>~~\$20,000.00~~  
15 to Plaintiff Karolina Torrez and a Named Plaintiff Service Award in the amount of \$10,000.00 each to  
16 Plaintiffs Ivan Andaya, Magdalena Chavez, Timothy Tafoya, Raina Cabral, and Vanessa Lozano for  
17 their efforts and risks in prosecuting the Actions on behalf of Class members and for releasing their  
18 Released Claims.

19 20. The Court approves penalties under the Labor Code Private Attorneys General Act of  
20 2004, California Labor Code sections 2698, et seq., in the amount of \$2,000,000.00, of which  
21 \$1,500,000 shall be paid from the Gross Settlement Amount to the California Labor and Workforce  
22 Development Agency and \$500,000.00 shall be distributed to PAGA Group Members, according to  
23 the formula set forth in the Settlement, as their PAGA Payment.

24 21. The Court approves payment of Settlement Administration Costs in the amount of  
25 \$145,953.84 to ILYM Group, Inc., to be paid from the Gross Settlement Amount.

26 22. All uncashed settlement funds, plus interest, shall be paid by the Settlement  
27 Administrator in equal amounts to the cy pres recipients, Emotional Health Association d/b/a/  
28 SHARE! and California Association of Food Banks, after entry of an amended judgment, pursuant to

1 Code of Civil Procedure § 384(b).

2 23. The parties shall implement the Settlement according to its terms.

3 24. Pursuant to California Rules of Court, Rule 3.769(h), and Code of Civil Procedure §  
4 664.6, this Court shall retain exclusive and continuing jurisdiction over the parties with respect to all  
5 matters related to the administration and consummation of the Settlement, and any and all claims,  
6 asserted in, arising out of, or related to the subject matter of the Actions.

7 25. A final accounting hearing is scheduled for 8/23/24, ~~2024~~ (approx. 365 days  
8 from this Order) at 9:00 am in Department 21. No later than 8/19/24, ~~2024~~ Class Counsel  
9 shall file a final accounting report and lodge a [Proposed] Amended Judgment, pursuant to Code of  
10 Civil Procedure § 384, that also includes the amount of unpaid residue or unclaimed or abandoned  
11 class member funds, plus any interest that has accrued thereon, to be distributed to the cy pres  
12 recipients.

13 26. The Court directs that a separate Judgment shall be entered in accordance with the  
14 terms of this Order.

15 27. The Settlement Administrator shall give notice of this Order to Class Members by,  
16 within ten (10) days, posting a copy of the Order on the website ([www.torrezdeltaco.com](http://www.torrezdeltaco.com)) the  
17 Settlement Administrator established for purposes of settlement administration.

18 **IT IS SO ORDERED.**

19  
20 DATED: AUG 08 2023

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22 \_\_\_\_\_  
23 HONORABLE EVELIO M. GRILLO  
24 Judge of the Superior Court  
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26  
27  
28



<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 08/08/2023
CASE NAME: DEL TACO WAGE AND HOUR CASES	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Nicole Hall</i></u> Deputy N. Hall
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: JCCP004904

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Andrew L Satenberg  
Manatt, Phelps & Phillips, LLP  
2049 Century Park East  
Suite 1700  
Los Angeles, CA 90064-1614

David Spivak  
The Spivak Law Firm  
16530 Ventura Blvd., Suite 203  
Encino, CA 91436-

Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/08/2023

By:

*Nicole Hall*

N. Hall, Deputy Clerk

**CERTIFICATE OF MAILING**