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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**

10 TRISTA HOOD, individually and on behalf of
11 all similarly situated employees of Defendants
12 in the State of California,

Plaintiff,

13 v.

14 E&E RYDER, LLC, PUB AND GRUB d/b/a
15 OLD TOWN PUB AND GRUB, ERIN RYDER
16 AND EDWARD RYDER III, and DOES 1
17 THROUGH 50, inclusive,

Defendants.

Case No.: CVRI2300296

[Assigned for all purposes to the Honorable
Harold W. Hopp, Department 1]

CLASS & REPRESENTATIVE ACTION

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT; JUDGMENT**

Date: January 13, 2025
Time: 8:30 a.m.
Dept: 1
Judge: Hon. Harold W. Hopp

Complaint Filed: January 19, 2023
FAC Filed: March 6, 2023
Trial Date: None set

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

1 **~~PROPOSED~~ ORDER AND JUDGMENT**

2 This matter has come before the Honorable Harold Hopp in Department 1 of the Riverside County
3 Superior Court located at 4050 Main Street, Riverside, California 92501 on Plaintiff Trista Hood’s Motion
4 for Final Approval of Class and Representative Action Settlement, Class Representative Service Payment,
5 and Administrative Expenses Payment, and Plaintiff Trista Hood’s Application for Attorneys’ Fees and
6 Costs (together, Plaintiff’s “Motion for Final Approval”) pursuant to California Rules of Court, Rule 3.769
7 and Labor Code sections 2698 *et seq.*

8 On July 12, 2024, the Court granted Plaintiff’s Motion for Preliminary Approval and entered an
9 Order in accordance therewith.

10 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
11 Plaintiff’s Motion for Final Approval, and good cause appearing, the Court ORDERS and ADJUDGES as
12 follows:

13 1. This Order shall incorporate the Class Action and PAGA Settlement Agreement and Class
14 Notice (“Settlement Agreement” or “Settlement”) entered into by Plaintiff Trista Hood (“Plaintiff”) and
15 Defendants E&E Ryder, LLC, Pub and Grub d/b/a Old Town Pub and Grub, Erin Ryder, and Edward
16 Ryder III (“Defendants”) (Plaintiff and Defendants collectively referred to as the “Parties”) that was filed
17 on June 27, 2024 and attached as Exhibit 2 to the Declaration of Taylor M. Gee in Further Support of
18 Plaintiff Trista Hood’s Motion for Preliminary Approval of Class and Representative Action Settlement.
19 To the extent that the terms are defined in the Settlement Agreement, all defined terms contained herein
20 shall have the same meaning as set forth in the Settlement Agreement.

21 2. This Court has jurisdiction over the claims asserted in this action and personal jurisdiction
22 over Plaintiff, Defendants, and the Settlement Class Members, as defined in the Settlement Agreement.

23 3. The Court finds that the applicable requirements of the California Code of Civil Procedure
24 section 382 and California Rules of Court, Rule 3.769 have been satisfied with respect to the Settlement
25 Class Members and the Settlement. The Court makes final its earlier provisional certification of the
26 following Class for settlement purposes only:

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1 a. “All current and former non-exempt employees who worked for Defendants in
2 California, excluding security personnel, from January 19, 2019 through December 6,
3 2023.”

4 4. The Court also confirms the following appointments: Plaintiff Trista Hood as Class
5 Representative; GrahamHollis, APC as Class Counsel; and Apex Class Action, LLC as the Settlement
6 Administrator.

7 5. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing
8 Date for Final Court Approval (“Class Notice”) that was approved on July 12, 2024 and transmitted to the
9 Settlement Class Members via first-class U.S. Mail fully and accurately informed the Settlement Class
10 Members of all material elements of the Settlement, including their opportunity to request exclusion from
11 the Settlement or object to the Settlement; that it was the best notice practicable under the circumstances;
12 that it was valid, due, and sufficient notice to all Settlement Class Members; and that it complied fully
13 with the laws of the state of California, the United States Constitution, due process, rule 3.766 of the
14 California Rules of Court, and all other applicable laws.

15 6. Based on the Declaration of Madely Nava Regarding Class Notification and Settlement
16 Administration, the Court finds that zero Class Members submitted a valid request for exclusion.

17 7. Based on the Declaration of Madely Nava Regarding Class Notification and Settlement
18 Administration, all papers filed in this action, and oral argument, the Court finds that zero Settlement Class
19 Members have objected to the terms of the Settlement.

20 8. In accordance with California law, the Court hereby GRANTS final approval of the
21 Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class
22 Members as a whole. Specifically, the Court finds that the Settlement was reached following meaningful
23 discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious,
24 informed, adversarial, and arm’s-length negotiations between the Parties and that the terms of the
25 Settlement are, in all respects, fair, reasonable, and adequate. In so finding, the Court has considered all
26 of the evidence presented, including evidence regarding the strength of Plaintiff’s case; the risks, expense,
27 and complexity of claims presented; the likely duration of further litigation; the amount offered in
28 settlement; the extent of investigation and discovery completed; and the experience and views of Class

1 Counsel. The Court also considered the lack of objections from Settlement Class Members. The Court
2 ORDERS and directs that the Settlement be effectuated in accordance with the Settlement Agreement and
3 the following terms and conditions.

4 9. The Court finds that a full opportunity has been afforded to the Settlement Class Members
5 to participate in the hearing on Plaintiff’s Motion for Final Approval, and all Settlement Class Members
6 and any other persons wishing to be heard have been heard. The Settlement Class Members have had a
7 full and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that
8 pursuant to the Settlement Agreement, effective on the date when Defendants fully fund the entire Gross
9 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
10 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
11 Parties as follows: All Participating Class Members, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
13 Released Parties from the claims stated in the Complaint and those based solely upon the facts alleged in
14 the Complaint, including the failure to provide meal periods; failure to provide rest periods; failure to
15 provide recovery periods; failure to pay all minimum and regular wages; failure to pay all overtime wages;
16 failure to indemnify necessary business expenditures; failure to maintain accurate records; failure to
17 provide accurate itemized wage statements; failure to timely pay all wages due upon separation of
18 employment; failure to provide employment records; and violation of Business & Professions Code §
19 17200, *et seq.*

20 10. Defendants are ORDERED to fund the Gross Settlement Amount of \$225,000.00 and also
21 fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to
22 the Settlement Administrator no later than 14 calendar days after the Effective Date, as defined in the
23 Settlement. Defendants shall deposit the Gross Settlement Amount into a Qualified Settlement Fund
24 established by the Settlement Administrator.

25 11. The Settlement Administrator is ORDERED to distribute the Settlement funds in
26 accordance with the terms of the Settlement Agreement.

27 12. In accordance with California Labor Code section 2699(1)(2), the Court has reviewed the
28 Settlement Agreement as it relates to the allocation of civil penalties under the Private Attorneys General

1 Act of 2004, codified in California Labor Code section 2698 *et seq.* (“PAGA”). The Court finds that the
2 allocation of \$20,000.00 in civil penalties for claims under PAGA is fair, reasonable, and appropriate. The
3 Court GRANTS approval of the \$20,000.00 settlement for civil penalties in settlement of claims under
4 PAGA.

5 13. Therefore, the Court ORDERS that pursuant to the Settlement Agreement, effective on the
6 date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll
7 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and the State of California
8 release all claims for civil penalties that could have been sought by the Labor Commissioner for the
9 violations identified in Plaintiff’s notice letter sent to the LWDA on December 30, 2022. Plaintiff does
10 not release any Aggrieved Employee’s claim for wages or damages.

11 14. The Released PAGA Claims, coupled with the approval Order and Judgment, has full *res*
12 *judicata* effect, is final, and precludes and bars any future suits involving the Released PAGA Claims
13 between December 31, 2021 through December 6, 2023. *Arias v. Super. Ct.*, 46 Cal. 4th 969, 986 (2009)
14 (“Because an aggrieved employee’s action under the Labor Code Private Attorneys General Act of 2004
15 functions as a substitute for an action brought by the government itself, a judgment in that action binds all
16 those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought
17 by the government.”)

18 15. The Court ORDERS that \$15,000.00 (75% of \$20,000.00) be paid to the California Labor
19 and Workforce Development Agency as required by statute.

20 16. The Court ORDERS that \$5,000.00 (25% of \$20,000.00) be allocated to payment of the
21 Individual PAGA Payments, as defined by the Settlement.

22 17. The Court finds that the costs of administration of the Settlement are reasonable. The Court
23 awards the Administration Expenses Payment of \$4,350.00 to the Administrator, Apex Class Action, LLC,
24 for services performed and the costs incurred in the administration of this Settlement.

25 18. The Court finds that the requested Class Representative Service Payment of \$7,500.00 to
26 Plaintiff Trista Hood is fair and reasonable for her work performed and the risks associated with bringing
27 this action. The Court awards and thus ORDERS the Settlement Administrator to issue the Class
28 Representative Service Payment to Plaintiff in the amount of \$7,500.00. The Class Representative Service

1 Payment is in addition to Plaintiff’s respective payment as a Class Member under the Settlement. Any
2 funds not awarded shall be allocated to the Net Settlement Amount for distribution to Settlement Class
3 Members.

4 19. The Court finds that Class Counsel’s request for attorneys’ fees in the amount of \$75,000.00
5 falls within the range of reasonableness and the result achieved justifies the award sought. The Court
6 awards and therefore ORDERS the Settlement Administrator to issue the Class Counsel Fees Payment in
7 the amount of \$75,000.00 to GrahamHollis, APC.

8 20. The Court finds that Class Counsel’s request for reimbursement of litigation fees and costs
9 in the amount of \$14,331.07 falls within the range of reasonableness and the result achieved justifies the
10 award sought. The Court awards and therefore ORDERS the Settlement Administrator to issue the Class
11 Counsel Litigation Expenses Payment in the amount of \$14,331.07 to GrahamHollis, APC.

12 21. The Court orders that the Settlement Administrator shall require any envelope transmitting
13 a Settlement distribution check to any Class Member shall bear the notation “YOUR CLASS ACTION
14 SETTLEMENT CHECK IS ENCLOSED.”

15 22. Pursuant to the terms of the Settlement, settlement distribution checks shall be negotiable
16 for 180 days from the date of mailing. After such time, any Individual Class Payment check or Individual
17 PAGA Payment check that remains uncashed will be cancelled and the remaining funds shall revert to the
18 Net Settlement Amount for redistribution to those Class Members who did cash their initial Individual
19 Class Payment check and/or Individual PAGA Payment check, so long as the cost of redistribution is not
20 greater than 10% the amount of the uncashed funds. Any uncashed funds remaining after redistribution
21 shall be transmitted by the Settlement Administrator to California Rural Legal Assistance, Inc. (“CRLA”),
22 a 501(c)(3) nonprofit legal services organization representing all types of individuals and communities
23 including farmworkers throughout California. CRLA provides services throughout California and is
24 headquartered at 1020 15th Street, Suite 20, Modesto, California 95354.

25 23. The Court ORDERS the Settlement Administrator to mail a reminder postcard to any Class
26 Member whose settlement distribution check has not been negotiated within 60 days after the date of
27 mailing.

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1 24. If (i) any Class Members are current employees of Defendant, (ii) the distribution mailed
2 to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the
3 Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall
4 arrange with Defendants to have these distributions delivered to the employees at their place of
5 employment.

6 25. The Court Orders the Settlement Administrator to provide notice of the Final Approval
7 Order and Judgment to class members by posting a copy of the signed Order and Judgment on the case
8 website, located at <https://apexclassaction.com/ryder/>, within five (5) business days of the Court's entry
9 of Judgment. The Settlement Administrator will also inform the Class Members of the availability of the
10 Final Approval Order and Judgment on the case website (located at <https://apexclassaction.com/ryder/>) on
11 the memo line of the paystub, or as a separate document, mailed along with their Individual Class Payment
12 and/or Individual PAGA Payment. The website shall remain active and accessible to the Class member
13 until the Court orders the closure of the case after the Final Accounting Hearing. The Settlement
14 Administrator shall ensure that the website is properly maintained and accessible during this time.

15 26. An accounting declaration from the Settlement Administrator regarding the distribution of
16 the Settlement funds and the status of any unresolved issues shall be filed by September 8, 2025. Such
17 declaration shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to
18 class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed,
19 (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the
20 nature and date of the disposition of those unclaimed funds.

21 27. A final accounting hearing regarding the distribution of the settlement funds shall be held
22 on **September 15, 2025** at 8:30 a.m. in Department 1 of Riverside County Superior Court.

23 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

24
25 Dated: January Fi, 2025



Honorable Harold Hopp
Judge of the Superior Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF RIVERSIDE		FOR COURT USE ONLY
TITLE OF CASE (ABBREVIATED): <i>Trista Hood v. E&E Ryder, LLC, et al.</i>		
ATTORNEY(S) NAME AND ADDRESS: Vilmarie Cordero, Esq. (SBN: 268860) Taylor M. Gee, Esq. (SBN: 349199) Graham Hollis APC 3555 Fifth Avenue Suite 200 San Diego, California 92103	TELEPHONE 619.692.0800 FACSIMILE 619.692.0822	
ATTORNEYS FOR: Plaintiff Trista Hood	HEARING: DATE-TIME-DEPT January 13, 2025 – 8:30 a.m. - 1	CASE NUMBER CVRI2300296

PROOF OF SERVICE

I, Florence L. Goldson, declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200, San Diego, California 92103. On January 14, 2025, I served the following document(s):

- **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; JUDGMENT**

Upon:

REID & HELLYER APC
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Attorneys for Defendants E&E Ryder, LLC., Pub and Grub d/b/a Old Town Pub and Grub, Erin Ryder, and Edward Ryder III

(BY ELECTRONIC TRANSMISSION) I hereby certify that the above-referenced document(s) were served electronically on the parties listed herein at their most recent known email address or email of record by submitting an electronic version of the document(s) to Info Track or One Legal, LLC, through the online user interface per rule of court, court order, or the parties' agreement to accept service by electronic transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 14, 2025, in San Diego, California.



Florence L. Goldson