

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Corey Jones
and Proposed Class Counsel

[Additional Counsel on Next Page]

FILED
ALAMEDA COUNTY

MAR 10 2023

CLERK OF THE SUPERIOR COURT
By *Nicola Stale*

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

COREY JONES, EDDIE FAIRLEY,
DEMETREIA GRAY, individually, and on
behalf of other members of the general
public similarly situated and all "aggrieved
employees" pursuant to Labor Code § 2698
et seq.,

Plaintiffs,

v.

DAA DRAEXLMAIER AUTOMOTIVE
OF AMERICA LLC, a South Carolina
limited liability corporation; DAN
DRAEXLMAIER AUTOMOTIVE OF
NORTH AMERICA LLC, a South
Carolina limited liability corporation; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: HG20062125

Assigned to the Hon. Evelio Grillo, Dept. 21

CLASS ACTION

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

Date: March 8, 2023

Time: 10:00 a.m.

Dept.: 21

Complaint Filed: May 11, 2020

Reservation ID: 413432389100

1 EDWIN AIWAZIAN, ESQ. SBN 232943
edwin@calljustice.com

2 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
3 Glendale, CA 91203
Telephone: (818) 265-1020
4 Facsimile: (818) 265-1021

5 Attorneys for Plaintiff Eddie Fairley
and Proposed Class Counsel

6 MATTHEW J. MATERN, ESQ. SBN 159798
mmatern@maternlawgroup.com

7 LAUNA ADOLPH, ESQ. SBN 227743
ladolph@maternlawgroup.com

8 KAYVON SABOURIAN, ESQ. SBN 310863
ksabourian@maternlawgroup.com

9 **MATERN LAW GROUP, PC**
1230 Rosecrans Avenue, Suite 200
10 Manhattan Beach, CA 90266
Telephone: (310) 531-1900
11 Facsimile: (310) 531-1901

12 Attorneys for Plaintiff Demetreia Gray
13 and Proposed Class Counsel

1 Plaintiffs' Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on March 8, 2023. The above-captioned Action is a class action lawsuit brought
3 by Plaintiffs Dominique Corey Jones, Eddie Fairley, and Demetreia Gray (together, "Plaintiffs")
4 against Defendants DAA Draexlmaier Automotive of America LLC and DAN Draexlmaier
5 Automotive North America LLC ("Defendants") (collectively, the "Parties"). Plaintiffs allege, on
6 behalf of a class and group of aggrieved employees of Defendant's current and former employees,
7 that, Defendants failed to pay all wages due, failed to provide meal and rest periods or compensation
8 in lieu thereof, failed to reimburse expenses, failed to pay wages due timely upon separation of
9 employment, failed to pay wages during employment, failed to maintain requisite payroll records,
10 failed to comply with itemized wage statement provisions, unfair business practices, and penalties
11 pursuant to the Private Attorneys General Act. Defendants deny any and all alleged wrongdoing,
12 and deny any liability to the Plaintiffs, to members of the Class, or to the allegedly aggrieved
13 employees. Defendants contend that that they have complied at all times with California law,
14 including the California Labor Code, the Industrial Commission Wage Orders, and the California
15 Business and Professions Code.

16 On November 18, 2022, this Court entered an Order Granting Preliminary Approval of
17 Settlement, resulting in certification of the following provisional Settlement Class: "All current
18 and/or former direct employees of Defendants employed in California in non-exempt or hourly-
19 paid positions from May 11, 2016 through June 26, 2021."

20 That Order further directed the Parties to provide Notice to the Class, which informed absent
21 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
22 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
23 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
24 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
25 procedures to exercise that right; and (e) an explanation of the procedures for class members to
26 participate in the proposed settlement.

27 \\
28

1 The Court, upon Notice having been given as required in the Preliminary Approval Order,
2 and having considered the Settlement Agreement of Class Action and Private Attorneys General
3 Act Claims and First Amendment to Settlement Agreement of Class Action and Private Attorneys
4 General Act Claims (together, the "Settlement"), as well as all papers filed, hereby **ORDERS,**
5 **ADJUDGES AND DECREES AS FOLLOWS:**

6 1. All terms used in this Order and Judgment Granting Final Approval Of Class Action
7 Settlement (the "Order and Judgment") shall have the same meanings given as those terms are used
8 and/or defined in the Parties' Settlement.

9 2. This Court has jurisdiction over the subject matter of the Action and over all Parties
10 to the Action, including all members of the Settlement Class.

11 3. The Court finds that the Settlement Class is properly certified for settlement
12 purposes only.

13 4. The Notice provided to the Settlement Class conforms with the requirements of
14 California Code of Civil Procedure section 382, California Civil Code section 1781, California
15 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
16 applicable law, and constitutes the best notice practicable under the circumstances, by providing
17 individual notice to all Class Members who could be identified through reasonable effort, and by
18 providing due and adequate notice of the proceedings and of the matters set forth therein to the
19 Class Members. The notice fully satisfied the requirements of due process.

20 5. The Court hereby approves the terms set forth in the Settlement Agreement,
21 including the \$1,475,000.00 gross settlement amount, and finds that the Settlement Agreement is,
22 in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable
23 requirements of the California Code of Civil Procedure, the California and United States
24 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
25 applicable law, and in the best interests of each of the Parties and Class Members. The Court directs
26 the Parties to effectuate the Settlement according to its terms, and declares this Settlement to be
27 binding on the Settlement Class. The Court finds that the Settlement has been reached as a result
28

1 of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
2 have conducted extensive investigation and research, and their attorneys were able to reasonably
3 evaluate their respective positions. The Court further finds that the allocation of PAGA penalties is
4 fair and reasonable under the circumstances.

5 6. Zero (0) Class Members have objected to the terms of the Settlement.

6 7. Zero (0) Class Members have requested exclusion from the Settlement.

7 8. Upon entry of this Order, compensation to the participating members of the
8 Settlement Class shall be affected pursuant to the terms of the Settlement.

9 9. Neither the making of, nor the entry into, the Settlement is an admission by
10 Defendants, nor is this Order and Judgment a finding of validity of any claim in the Lawsuit or of
11 any wrongdoing. The Settlement is not a concession, and shall not be used as an admission of
12 wrongdoing or fault. Carrying out the terms of the Settlement may not be construed as an admission
13 or concession by or against Defendants or any related person or entity, including any of the
14 Released Parties.

15 10. In addition to any recovery that Plaintiffs may receive from the Class Payout Fund,
16 and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby
17 approves the payment of Named Plaintiff Enhancement Payments to Plaintiffs Corey Jones, Eddie
18 Fairley, and Demetreia Gray in the amount of ~~Ten Thousand Dollars (\$10,000)~~ ^{\$7,500} each (for a total of
19 ~~Thirty Thousand Dollars (\$30,000)~~ ^{\$22,500}). This shall be paid from the Gross Settlement Amount.

20 11. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
21 ~~Five Hundred Sixteen Thousand, Two Hundred Fifty Dollars (\$516,250)~~ ^{\$491,666.00}, and the reimbursement
22 of litigation expenses in the sum of Thirty-Nine Thousand One Hundred Eighty-Two Dollars and
23 Eight Cents (\$39,182.80). Attorney's fees shall be split equally to Class Counsel per their
24 agreement as follows: 33.33% to Lawyers for Justice, PC; 33.33% to Matern Law Group, PC; and
25 33.33% to Gaines & Gaines, APLC. This shall be paid from the Gross Settlement Amount.

26 \\\n

27 \\\n

1 12. The Court approves and orders payment in the amount of Twelve Thousand Fifty
2 Dollars (\$12,050) to ILYM Group, Inc. for performance of its settlement administration services.
3 This shall be paid from the Gross Settlement Amount.

4 13. The Court approves and orders payment in the amount of Ninety Thousand Dollars
5 (\$90,000) to the California Labor and Workforce Development Agency for its 75% share of PAGA
6 penalties. This shall be paid from the Gross Settlement Amount.

7 14. Upon the entry of this Order and Judgment, and subject to the occurrence of the
8 Effective Date, Plaintiffs and the Settlement Class shall be deemed to have released the Released
9 Parties from the Settlement Class Released Claims and Plaintiffs, the State of California, and all
10 PAGA Employees shall be deemed to have released the Released Parties from the PAGA Released
11 Claims, as more fully defined in the Settlement.

12 15. This Order and Judgment binds: (1) all Class Members, except those who timely
13 requested exclusion; (2) with respect to PAGA claims, the State of California and all PAGA
14 Aggrieved Employees; and, (3) Plaintiffs are permanently barred from prosecuting against
15 Defendants and the other Released Parties any and all of Plaintiffs' Released Claims as defined in
16 the Settlement.

17 16. Neither Defendants nor any Released Party shall have any further liability for costs,
18 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
19 for by the Settlement.

20 17. Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
21 obligations under the Settlement or under this Order and Judgment, including the requirement that
22 Defendants fund payments in accordance with the Settlement.

23 18. The Parties will bear their own costs and attorneys' fees except as otherwise
24 provided by this Order and Judgment awarding Class Counsel's attorneys' fees and litigation costs.

25 19. Upon completion of administration of the Settlement, and by no later than
26 _____, the parties shall file a declaration of the Settlement Administrator
27 stating that claims have been paid and that the terms of the settlement have been completed. A
28

1 compliance hearing shall be held on _____ at _____.m. in Department 21 of this
2 Court.

3 20. The Court ORDERS that 10% of the attorney fee award, or \$51,625, shall be
4 retained and not disbursed by the Settlement Administrator until such time as the Court confirms
5 the Settlement Agreement has been administered in full.

6 21. The Court approves the one hundred eighty (180) day period for cashing of checks.
7 Any funds associated with stale checks that have not been cashed within one hundred eighty (180)
8 days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed
9 Property Law.

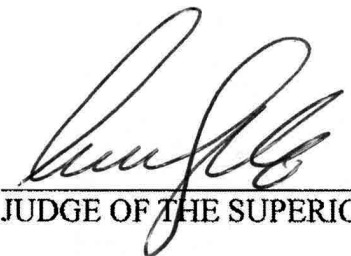
10 22. The Settlement Administrator, within five (5) days of the date of this Order and
11 Judgment, shall give notice to the Settlement Class pursuant to Rule 3.771(b) of the California
12 Rules of Court, by posting a copy of this order and judgment on its website for 60 days.

13 23. This "Judgment" is intended to be a final disposition of the above captioned action
14 in its entirety, and is intended to be immediately appealable.

15 24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely
16 for purposes of implementing the terms of the Settlement, such as requiring the filing of a final
17 report on distributions made to the Settlement Class, enforcing the Settlement, addressing
18 settlement administration matters, and addressing such post-Judgment matters as may be
19 appropriate under court rules or applicable law.

20 **IT IS SO ORDERED.**

21
22 Dated: March 10, 2023

23 
24
25
26
27
28 JUDGE OF THE SUPERIOR COURT