

Kevin Mahoney (SBN: 235367)
 kmahoney@mahoney-law.net
 Katherine Odenbreit (SBN: 184619)
 kodenbreit@mahoney-law.net
MAHONEY LAW GROUP, APC
 249 E. Ocean Blvd., Ste. 814
 Long Beach, CA 90802
 Telephone: (562) 590-5550
 Facsimile: (562) 590-8400

FILED
 Superior Court of California
 County of Los Angeles
 05/14/2025
 David W. Stryker, Executive Officer / Clerk of Court
 By: G. Morales Deputy

Attorneys for Plaintiff LUIS GARCIA, as an individual and on behalf of all employees similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES-STANLEY MOSK COURTHOUSE

LUIS GARCIA, as an individual and on
 behalf of all employees similarly situated,

Plaintiff,

v.

CAR AROMA SUPPLIES, INC., a
 California corporation, and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 20STCV22269

CLASS ACTION

**~~PROPOSED~~ ORDER AND JUDGMENT
 OF FINAL APPROVAL OF CLASS ACTION
 AND PAGA SETTLEMENT**

Assigned for all purposes to:
 Hon. Joseph Lipner, Dept.: 72

Date: May 15, 2025
 Time: 8:30 A.M.
 Dept.: 72

Complaint Filed: June 12, 2020
 Trial Date: None Yet Set

1
2 **~~PROPOSED~~ ORDER AND JUDGMENT OF FINAL APPROVAL**

3 WHEREAS, this matter has come before the Court for hearing for final approval of the
4 Settlement between Plaintiff LUIS GARCIA (“Plaintiff”) and Defendant CAR AROMA
5 SUPPLIES, INC. (“Defendant”) as set forth in the Amended Stipulation to Class Settlement and
6 Release (the “Settlement” or “Settlement Agreement”) contemporaneously filed herewith as
7 Exhibit “A” to the Declaration of Katherine J. Odenbreit in support of Plaintiff’s Motion for Final
8 Approval of Class Action and PAGA Settlement, Attorneys’ Fees, Costs and Representative
9 Enhancement and the Court having considered all papers filed and the proceedings had and
10 otherwise being fully informed, **THE COURT HEREBY MAKES THE FOLLOWING
11 DETERMINATIONS AND ORDERS:**

12 1. This Order incorporates by reference the definitions in the Settlement Agreement
13 and all terms defined therein shall have the same meaning in this Order as set forth in the
14 Settlement Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation and over all
16 Parties to this litigation, including the Plaintiff and Class Members.

17 3. Pursuant to the Preliminary Approval Order, the appointed Settlement
18 Administrator, Phoenix Settlement Administrators, mailed a Notice of Proposed Class Action
19 Settlement (“Notice”) to all known Class Members by First Class U.S. Mail. The Notice fairly
20 and adequately informed Class Members of the terms of the proposed Settlement and the benefits
21 available to Class Members thereunder. The Notice further informed Class Members of the
22 pendency of the Action, of the proposed Settlement, of Class Members’ right to receive their
23 share of the Settlement (if approved), of the scope and effect of the Released Claims, of the
24 preliminary Court approval of the proposed Settlement, of exclusion and objection timing and
25 procedures, of the date of the Final Approval Hearing, and of the right to file documentation in
26 support of or in opposition to the Settlement and to appear in connection with the Final Approval
27 Hearing. Class Members had adequate time to consider this information and to use the procedures
28 identified in the Notice. The Court finds and determines that this notice procedure afforded

adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice provided in the Action was sufficient, which satisfied the requirements of law and due process.

4. In response to the Notice of Settlement, zero (0) Class Members submitted a valid objection to the Settlement, zero (0) Class Members submitted a Request for Exclusion from the Settlement, and zero (0) Class Members disputed Workweeks.

5. The Court re-confirms its August 15, 2024 Order certifying the following class for settlement purposes only: All current and former non-exempt, hourly-paid employees and Sales Driver employees who worked for Defendant in the State of California at any time from March 19, 2019 through September 25, 2021.

6. The Court finds that the Settlement offers significant monetary recovery to Class Members and finds that such recovery is fair, adequate and reasonable when balanced against further litigation related to liability and damages issues. The Court further finds that the Parties have conducted sufficient investigation, discovery, research and litigation such that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The Court further finds that the Parties reached the Settlement as the result of intensive, serious and non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate the Settlement according to its terms.

7. The Court hereby orders the Settlement Administrator to distribute the Individual Settlement Payments to Settlement Class Members in accordance with the provisions of the Settlement Agreement. The Individual Settlement Payment checks shall remain valid for a period of 180 calendar days.

8. All Settlement Class Members, regardless of whether or not they cash their Individual Settlement Payment check(s), will be bound by the releases detailed in this Settlement

1 Agreement. Settlement Class Members must cash or deposit their Individual Settlement Share
2 checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If
3 any checks remain uncashed or not deposited by the expiration of the 180-day period, the
4 Settlement Administrator will submit the amount of the uncashed or not deposited payments to
5 California State Controller as unclaimed property in the name of the Settlement Class Member
6 who did not cash his or her check.

7 9. The Court finds that the Gross Settlement Amount (\$225,000.00), Net Settlement
8 Amount, and the methodology used to calculate and pay each Individual Settlement Payments, in
9 accordance with the Settlement, are fair and reasonable.

10 10. For purposes of this Final Approval Order and this Settlement only, the Court
11 hereby confirms the appointment of Plaintiff Luis Garcia as the class representative for the
12 Settlement Class Members. Further, the Court finally approves Class Representative Service
13 Awards to Plaintiff, as fair and reasonable, in the amount of five thousand dollars (\$5,000.00).
14 The Court hereby orders the Settlement Administrator to distribute the Service Award to the
15 Plaintiff in accordance with the provisions of the Settlement.

16 11. The Similarly Aggrieved Employees for the settlement of PAGA claims are
17 defined as: all current and former non-exempt, hourly-paid employees and Sales Driver
18 employees who worked for Defendant in the State of California at any time from June 12, 2019
19 through September 25, 2021.

20 12. The Court hereby approves the PAGA Allocation in the amount of ten thousand
21 dollars (\$15,000.00) of which seventy-five percent (75%) or thirty-seven thousand five hundred
22 dollars (\$11,250.00) will be sent by the Settlement Administrator to the Labor and Workforce
23 Development Agency ("LWDA") and twenty-five percent (25%) or two thousand five hundred
24 dollars (\$3,750.00) will be included in the Net Settlement Amount to be distributed to Similarly
25 Aggrieved Employees in accordance with the provisions of the Settlement.

26 13. For purposes of this Final Approval Order and this Settlement only, the Court
27 hereby confirms the appointment of Kevin Mahoney and Katherine J. Odenbreit of Mahoney Law
28 Group, APC as Class Counsel for the Settlement Class Members. Further, the Court finally

1 approves a Class Counsel Fees and Costs Award, as fair and reasonable, of seventy-five thousand
2 dollars and zero cents (\$75,000.00) for attorneys' fees and eight thousand nine hundred fifty-two
3 dollars and thirty-two cents (\$8,951.32) for Class Counsel's costs. The remaining one thousand
4 forty-eight dollars and sixty-eight cents (\$1,048.68) allocated in the Settlement for Class
5 Counsel's costs shall be added to the Net Settlement Amount for distribution to Class Members.

6 14. For purposes of this Final Approval Order and this Settlement only, the Court
7 hereby confirms the appointment of Phoenix Settlement Administrators as the Settlement
8 Administrator to administer the Settlement of this matter as more specifically set forth in the
9 Settlement Agreement and further finally approves Settlement Administration Costs, as fair and
10 reasonable, of five thousand dollars (\$5,000.00).

11 15. As of the Response Deadline, all Settlement Class Members who did not submit a
12 timely and valid Request for Exclusion shall be deemed to have released the Released Parties
13 from all Released Claims, as defined in the Settlement Agreement.

14 16. As of the Response Deadline, all Similarly Aggrieved Employees shall be deemed
15 to have released the Released Parties from all PAGA Released Claims and such judgment is
16 binding on the State of California as to the representative PAGA Claims.

17 17. After Settlement administration has been completed in accordance with the
18 Settlement Agreement, the Parties shall file a report with this Court certifying compliance with
19 the terms of the Settlement.

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

Released Parties in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval Order, the Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other proceeding this Final Approval Order, the Settlement Agreement, or any other papers and records on file in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense.

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

20. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in accordance with the terms set forth in the Settlement Agreement. The Settlement Administrator shall provide notice of this judgement by posting a copy of this order on the website specified in the Class Notice.

21. Without affecting the finality of this Final Approval Order in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

22. Plaintiff shall submit a to the Court a report on December 15, 2026, pursuant to Code of Civil Procedure section 384, subdivision (b), in the form of a declaration from the Settlement Administrator or other declarant with personal knowledge of the facts. The report shall be in the form of a declaration from the Settlement Administrator or other declarant with personal knowledge of the facts, and to describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remained uncashed and were redistributed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, (vii) the nature and date of the disposition of those unclaimed funds, and (viii) other amounts disbursed pursuant to the

1 Settlement. Upon receipt of the distribution report the Court will determine whether further
2 reports/hearings will be necessary.

3 23. This document shall constitute a Judgment for purposes of California Rule
4 of Court 3.769(h).

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

6 Dated: 05/14/2025
7 _____



8 HONORABLE JOSEPH LIPNER
9 JUDGE OF THE SUPERIOR COURT
10 Joseph Lipner / Judge
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PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **April 14, 2025**, I served true copies of the following document(s): **[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**. I served the document(s) on the person(s) below as follows:

Brian E. Cole II, Esq. CAROTHERS DISANTE & FREUDENBERGER 18300 Von Karman Avenue, Suite 800 Irvine, CA 92612	Attorneys for DEFENDANT CAR AROMA SUPPLIES, INC. Telephone: (949) 622-1661 Email: <u>bcole@cdflaborlaw.com</u>
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address vaceves@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **April 14, 2025**, at Long Beach, California.

Vanessa Aceves