

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

JOSE DUVAL, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

MEL DAWSON, INC. DBA DAWSON OIL
COMPANY, a Delaware corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 34-2020-00276862-CU-OE-GDS

Honorable Shama Hakim Mesiwala
Department 53

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER**

Hearing Date: June 21, 2021
Hearing Time: 1:30 p.m.
Hearing Place: Department 53

Complaint Filed: March 5, 2021
FAC Filed: December 11, 2020
Jury Trial: None Set

1 This matter came before the Honorable Shama Hakim Mesiwala in Department 53 of the
2 above-entitled Court located at 720 9th Street, Sacramento, California 95814, on Plaintiff Jose
3 Duval's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Fee Award, and
4 Service Award ("Motion for Final Approval"). Justice Law Corporation appeared on behalf of
5 Plaintiff and the Class. Medina McKelvey LLP appeared on behalf of Defendant Mel Dawson,
6 Inc. dba Dawson Oil Company ("Defendant").

7 I. FINDINGS

8 Based on the oral and written argument and evidence presented in connection with the
9 Motion for Final Approval, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Parties' Joint
11 Stipulation of Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

12 2. The Court finds that the applicable requirements of California Code of Civil
13 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with
14 respect to the Class and the Settlement.

15 3. This Court has jurisdiction over the claims of the Class Members asserted in this
16 proceeding and over all Parties to the above-entitled action ("Action"), including the Class.

17 4. The Court hereby finds the Settlement is fair, reasonable and adequate, and in the
18 best interests of the Class as a whole.

19 5. The Court further finds that the Settlement was reached following meaningful
20 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
21 serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the
22 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
23 has considered all of the evidence presented, including evidence regarding the strength of the
24 Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
25 further litigation; the amount offered in Settlement; the extent of investigation and discovery
26 completed; the experience and views of Class Counsel; and the absence of any objections to the
27 Settlement by Class Members, as well as the absence of any requests for exclusion from Class
28 Members.

1 6. The Notice of Class Action Settlement ("Class Notice") given to the Class
2 Members fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to object to, comment thereon, or to seek exclusion from, the
4 Settlement; was the best notice practicable under the circumstances; was valid, due and sufficient
5 notice to all Class Members; and complied fully with the laws of the State of California, the
6 United States Constitution, due process and other applicable law. The Class Notice fairly and
7 adequately described the Settlement and provided the Class Members adequate instructions and a
8 variety of means to obtain additional information.

9 7. A full opportunity has been afforded to the Class Members to participate in this
10 hearing, and all Class Members and other persons wishing to be heard have been heard. The
11 Class Members also have had a full and fair opportunity to exclude themselves from the
12 Settlement and the Class.

13 8. The Court finds that Class Counsel's request for attorneys' fees in the amount of
14 \$50,750.00 falls within the range of reasonableness and the results achieved justify the award.
15 Class Counsel's request for attorneys' fees is hereby approved.

16 9. The Court finds that Class Counsel's litigation costs and expenses in prosecuting
17 this Action in the amount of \$4,169.86 were reasonably incurred. Class Counsel's request for
18 reimbursement of litigation costs and expenses is hereby approved.

19 10. The Court finds that the Service Award in the amount of \$15,000.00 to Class
20 Representative (Plaintiff) is fair and reasonable in light of the risks and burdens undertaken by
21 Plaintiff in this Action and for his time and effort in bringing and prosecuting this matter on
22 behalf of the Class.

23 11. The Court finds that the amount of \$4,000.00 (seventy five percent (75%) of which
24 (\$3,000.00) will be paid to the Labor and Workforce Development Agency ("LWDA")) allocated
25 toward penalties under California Labor Code Private Attorneys General Act of 2004 ("PAGA"),
26 as amended, California Labor Code sections 2698, *et seq.*, is fair and reasonable, and is hereby
27 approved.

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12. Settlement Administration Expenses in the amount of \$4,099.00 for the services performed and costs incurred in administration of the Settlement is reasonable in light of the work performed by the Settlement Administrator.

II. ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

2. The Court hereby makes final its earlier certification of the Class for settlement purposes, as set forth in the Order Granting Preliminary Approval of Class Action Settlement.

The Class is hereby defined to include:

All hourly or non-exempt employees of Defendant who worked for Defendant within the State of California, at any time between March 5, 2016 through December 31, 2020 ("Class" and "Class Period").

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

4. The Settlement Administrator shall issue payment of the Service Award in the amount of \$15,000.00 to Plaintiff.

5. The Settlement Administrator shall issue a Settlement Administration Expenses payment to itself in the amount of \$4,099.00 for the services performed and costs incurred in administration of the Settlement.

6. The Settlement Administrator shall issue to Class Members who have not previously signed a settlement agreement with Defendant to settle the claims asserted in the Action ("Non-Settling Class Members") who did not opt out of the Settlement their pro rata shares of \$2,000.00 of the Net Settlement Amount, according to the methodology and terms set forth in the Settlement Agreement.

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1 7. The Settlement Administrator shall issue to Class Members who have previously
2 signed a settlement agreement with Defendant to settle the claims asserted in the Action ("Settling
3 Class Members") who did not opt out of the Settlement and who submitted valid and timely Claim
4 Forms a pro rata share of the remaining Net Settlement Amount (after \$2,000.00 is deducted for
5 payments to the Non-Settling Class Members and \$30,000.00 is deducted for the offset),
6 according to the methodology and terms set forth in the Settlement Agreement.

7 8. The Settlement Administrator shall issue a PAGA Payment in the amount of
8 \$3,000 to the LWDA, and the remaining penalties in the amount of \$1,000.00 will be paid to
9 Class Members as part of the Net Settlement Amount.

10 9. The Settlement Administrator shall pay Class Counsel's attorneys' fees in the
11 amount of \$50,750.00, in accordance with the Settlement Agreement.

12 10. The Settlement Administrator shall pay Class Counsel's litigation costs and
13 expenses in the amount of \$4,169.86, in accordance with the Settlement Agreement.

14 11. Plaintiff and all persons who are included in the Settlement Class who have not
15 properly and timely opted out of the Settlement ("Settlement Class Members") are bound by the
16 Settlement Agreement, the release of Released Claims, this Final Approval Order, and the
17 Judgment. The Settlement Class means those persons who are members of the Class who have not
18 properly and timely opted out of the Settlement. Settlement Class Members shall be deemed to
19 fully and completely release and forever discharge Defendant and the Released Parties from the
20 Released Claims.

21 12. A Judgment shall be entered in this action. The Judgment shall bind each
22 Settlement Class Member and conditioned upon Defendant's obligation to make timely payment
23 under Paragraph 4.9 of the Settlement, shall operate as a full release and discharge of the Released
24 Claims against the Released Parties as set forth in the Agreement. All rights to appeal the
25 Judgment have been waived. The Judgment and this Final Approval Order shall have *res judicata*
26 effect and bar Settlement Class Members from bringing or maintaining any action asserting
27 Released Claims under the Agreement.

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1 13. Neither the making of the Settlement Agreement nor the entry into the Settlement
2 Agreement constitutes an admission by Defendant, nor are this Final Approval order and the
3 Judgment a finding of the validity of any claims in the Complaint or of any other wrongdoing.
4 Furthermore, the Settlement Agreement is not a concession, and shall not be used as an admission
5 of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken to carry
6 out the terms of the Settlement Agreement be construed as an admission or concession by or
7 against Defendant or any related person or entity.

8 14. After entry of this Final Approval Order and entry of the Judgment, pursuant to
9 California Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction
10 over the Action, the Class Representative, the Class Members, and Defendant for the purposes of
11 supervising the implementation, enforcement, construction, administration and interpretation of
12 the Settlement Agreement and this Judgment.

13 15. Notice of entry of this Final Approval Order shall be given to Class Members by
14 posting a copy of the Final Approval Order on Simpluris, Inc.'s website for no less than a period
15 of sixty (60) calendar days after the date of entry of this Final Approval Order. The time for any
16 appeal shall run from the Court's entry of this Final Approval Order.

17 **IT IS SO ORDERED.**

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19 Dated: JUN 22 2021



Judge of the Superior Court of California
Shama H. Mesiwala

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**PROOF OF SERVICE
1013A(3) CCP**

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is arivera@justicelawcorp.com

On July 29, 21, I served the foregoing document described as

FINAL APPROVAL ORDER

for the following case: **Duval v. Mel Dawson, Inc. dba Dawson Oil Company**
LWDA/Court Case No.: **LWDA-CM-776622-20**
34-2020-00276862
Sacramento County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

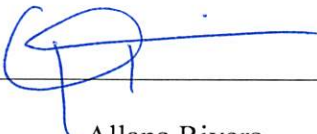
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 29, 2021, at Pasadena, California.



Allana Rivera