

FILED
Clerk of the Superior Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

AMELIA SALAS GURROLA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ELLIOTT AUTO SUPPLY CO., INC., a
Minnesota corporation; and DOES 1 through
100,

Defendants.

Case No. 37-2020-00015368-CU-OE-CTL

*[Assigned for all purposes to Hon. Loren G.
Freestone, Dept. C-64]*

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

Date: February 2, 2024

Time: 10:30 a.m.

Dept: C-64

Complaint Filed: May 26, 2020

Trial Date: None set.

1 **AMENDED [~~PROPOSED~~] ORDER & JUDGMENT**

2 The Motion of Plaintiff Amelia Salas Gurrola ("Plaintiff") for Final Approval of Class
3 Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs
4 ("Final Approval Motion") came on regularly for hearing before this Court on February 2, 2024,
5 at 10:30 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
6 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
7 considered the parties' Stipulation of Settlement ("Settlement Agreement" or "Settlement"), and
8 the documents and evidence presented in support thereof, and recognizing the sharply disputed
9 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
10 benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes
11 a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith,
12 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS Plaintiff's Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Defendant
19 Elliott Auto Supply Co., Inc. in California at any time from April 6, 2016
20 through November 5, 2022 (the "Class Period"), excluding any Causey
21 Class Participants who worked for Elliott Auto as delivery drivers from
22 April 6, 2016 and to and not beyond May 2, 2017.

23 3. Plaintiff is hereby confirmed as the Class Representative. Paul K. Haines and Sean
24 M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

25 4. Notice was provided to Settlement Class members as set forth in the Settlement,
26 which was approved by the Court on August 11, 2023, and the notice process has been completed
27 in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds
28 that said notice was the best notice practicable under the circumstances. The Class Notice
provided due and adequate notice of the proceedings and matters set forth therein, informed
Settlement Class members of their rights, and fully satisfied the requirements of California Code

1 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

2 5. The Court finds that no Settlement Class member objected to the Settlement, that
3 only two (2) Settlement Class members opted out of the Settlement, and that the 99.84%
4 participation rate in the Settlement supports final approval.

5 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
6 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
7 terms.

8 7. For purposes of settlement only, the Court finds that: (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter
12 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
13 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
14 interests of the Settlement Class members; (e) a class action is superior to other available methods
15 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
16 counsel for the Class Representative and the Settlement Class.

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Individual Settlement Awards, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
21 distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

22 10. The Court orders Defendant Elliott Auto Supply Co., Inc. ("Defendant") to deposit
23 the Gross Settlement Amount of \$2,550,000.00 with the Settlement Administrator, Phoenix
24 Settlement Administrators, within fifteen (15) calendar days of the Effective Date.

25 11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 to
26 Plaintiff is appropriate for Plaintiff's risks undertaken and her services to the Settlement Class.
27 The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
28 Administrator make this payment in conformity with the terms of the Settlement.

1 12. The Court finds that attorneys' fees in the amount of \$850,000.00 and litigation
2 costs of \$42,922.86 for Class Counsel are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$15,950.00 from
6 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
7 done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$60,000.00 for its share of the settlement of
10 Plaintiff's representative claims under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after 180 days after they are mailed shall be placed in a *cy pres* fund and awarded to Veterans
16 Legal Institute.

17 16. As of the Effective Date and upon Defendant's complete funding of the Gross
18 Settlement Amount, Plaintiff and every member of the Settlement Class, except Alvin D.
19 Lizarraga and Diadra A. Reynolds, who requested exclusion, will release and discharge Defendant
20 and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related
21 organizations, predecessors or successors, and all agents, employees, officers, directors, members,
22 managers, holding companies, insurers, and attorneys thereof (collectively, the "Released
23 Parties") as follows: Settlement Class members (except those who opt-out) shall release all claims,
24 causes of action, and legal theories alleged or which could have been alleged based on the facts
25 alleged in the Class Action and in the PAGA Action, as well as in the operative First Amended
26 Class and Representative Action Complaint, including, but not limited to: (1) failure to pay
27 overtime wages; (2) failure to pay minimum wages; (3) failure to authorize and permit rest
28 periods; (4) failure to provide meal periods; (5) failure to provide compliant itemized wage

1 statements; (6) failure to timely pay wages at the end of employment; (7) any right or claim for
2 unfair business practices in violation of California Business & Professions Code sections 17200,
3 *et seq.*, based on the alleged failures set forth in (1) through (6) above; and (8) failure to reimburse
4 employees for necessary business expenses (“Class Released Claims”). The period of the Class
5 Released Claims shall extend to the limits of the Class Period. In addition, all Settlement Class
6 members (regardless of whether or not they opt out) who worked for Defendant in California at
7 any point from April 8, 2019 through November 5, 2022 (the “PAGA Period”) shall release
8 Defendant from all claims, causes of action, or legal theories that were alleged or could have been
9 alleged based on facts in the PAGA Action Complaint, or in the operative First Amended Class
10 and Representative Action Complaint, that were stated for civil penalties under PAGA arising
11 during the PAGA Period as disclosed in Plaintiff’s April 8, 2020 Notification Letter to the Labor
12 and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).

13 17. This document shall constitute a final judgment pursuant to California Rule of
14 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
15 approval hearing, the court must make and enter judgment. The judgment must include a provision
16 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
17 The court may not enter an order dismissing the action at the same time as, or after, entry of
18 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
19 and this Judgment.

20 18. Plaintiff shall file a Final Disbursement Declaration on or before January 10, 2025.

21 **IT IS SO ORDERED.**

22 Dated: 2/21, 2024

23 
24 Honorable Loren G. Freestone
25 Judge of the Superior Court
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