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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ADAN VASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GITIBIN & ASSOCIATES, INC. d/b/a GO
RENTALS, a California corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 20VECV00834

*[Assigned for All Purposes to Hon. Huey P. Cotton,
Dept. A]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES, COSTS,
AND ENHANCEMENT AWARD**

Date: August 10, 2021
Time: 8:30 a.m.
Dept.: A

Reservation ID: 963555490023

Complaint Filed: August 3, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on August 10, 2021, at 8:30 a.m.
2 Having considered the parties' Settlement Agreement ("Settlement"), the documents and evidence
3 presented in support thereof, and recognizing the disputed factual and legal issues involved in this case,
4 the risks of further prosecution, the substantial benefits to be received by the State of California and
5 the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the
6 settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court
7 hereby makes a final ruling that the settlement is approved pursuant to Labor Code § 2699(l). Good
8 cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Settlement Approval of
9 Claims Brought under the Private Attorneys General Act and Reasonable Attorneys' Fees, Costs, and
10 Enhancement Award and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former hourly, non-exempt employees of Defendant Gitibin &
13 Associates, Inc. d/b/a Go Rentals who worked in California at any time from April 6,
2019 through the date the Court grants approval of the Settlement.

14 2. The "PAGA Period" means the time period from April 6, 2019 through the date the
15 Court grants approval of the Settlement.

16 3. The Court hereby approves the Settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of
18 the Settlement.

19 4. The Court orders that Gitibin & Associates, Inc. d/b/a Go Rentals ("Go Rentals" or
20 "Defendant") shall deposit the Gross Settlement Amount of One Hundred Thirty-Five Thousand
21 Dollars and No Cents (\$135,000.00) to the Settlement Administrator within thirty (30) calendar days
22 after the Effective Date of the Settlement.¹ However, if the Settlement Administrator determines that
23 the Escalator Clause in Section III.3 of the Settlement has been triggered, Defendant is ordered to
24 deposit with the Settlement Administrator the increased Gross Settlement Amount as required and
25

26 ¹ "Effective Date" means the date upon entry of an Order by the Court approving the Settlement, and, that the
27 time to challenge any aspect of the Settlement by appeal has lapsed, provided that no such appeal has been filed,
or, if any such appeal is filed, the date after a final resolution of all appeals that results in the upholding of the
Settlement. Settlement, ¶ I.6.

1 calculated pursuant to the Escalator Clause in Section III.3 of the Settlement. Specifically, the
2 Escalator Clause in Section III.3 of the Settlement provides that there are approximately 4,049 pay
3 periods worked by the Aggrieved Employees during the period from April 6, 2019 through June 11,
4 2021. If the actual number of pay periods worked by the Aggrieved Employees increases by more than
5 ten percent (10%) greater than this figure, Defendant agrees to either (a) increase the Gross Settlement
6 Amount on a proportional basis (i.e., if there was a 15% increase in the number of pay periods worked
7 by aggrieved employees during the PAGA Period, Defendant would increase the Gross Settlement
8 Amount by 15%) or (b) revise the end date of the PAGA period to the date that the pay periods
9 increased more than 10% greater than this 4,049 pay periods figure.

10 5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and
11 Release of Claims attached to the Settlement as Exhibit A.

12 6. The Court hereby appoints Phoenix Settlement Administrators as Settlement
13 Administrator.

14 7. Within ten (10) business days after the Effective Date, Defendant shall provide,
15 pursuant to and subject to a protective order to be entered by the Parties and the Court in this Action,
16 the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith
17 compile from its records a list of Aggrieved Employees that will be in a computer-readable format,
18 such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last
19 known mailing address, last known telephone number, start date(s) of employment, end date(s) of
20 employment, total pay periods worked, and Social Security numbers. The list shall also include the
21 sum total of all pay periods worked by Aggrieved Employees during the PAGA Period.

22 8. Within seven (7) business days of receiving the Aggrieved Employees' information
23 from Defendant, the Settlement Administrator will circulate to counsel for all Parties an anonymized
24 spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data
25 used to calculate said payments. The Settlement Administrator shall also determine whether the
26 Escalator Clause in Section III.3 of the Settlement has been triggered. The Settlement Administrator
27 shall obtain approval from all counsel for all Parties of the calculations before mailing Individual
28

1 Settlement Payments. Within two (2) business days of receiving approval from counsel of the payment
2 calculations, Phoenix Settlement Administrators is directed to mail the Individual Settlement Payments
3 and the Notice of Settlement to the Aggrieved Employees.

4 9. The Court finds that attorneys' fees in the total amount of \$45,000.00² to Lidman Law,
5 APC and Haines Law Group, APC (collectively, "Plaintiff's Counsel"), and reimbursement of
6 litigation costs of \$13,545.25 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that
7 the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the
8 Settlement. Within two (2) business days of receiving approval from counsel of the payment
9 calculations as provided for in Paragraph 8 above, Phoenix Settlement Administrators is directed to
10 distribute to Plaintiff's counsel the Court-approved attorneys' fees and costs.

11 10. The Court orders that the Settlement Administrator shall be paid \$2,500.00 for all of its
12 work done and to be done until the completion of this matter and finds that sum appropriate.

13 11. The Court finds that enhancement award of \$5,000.00 to Plaintiff Adan Vasquez, is fair
14 and reasonable in recognition of the unique contributions he has made and the risks he undertook on
15 behalf of the Aggrieved Employees and the State of California, and orders that the Settlement
16 Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement. Within
17 two (2) business days of receiving approval from counsel of the payment calculations as provided for
18 in Paragraph 8 above, Phoenix Settlement Administrators is directed to distribute to Plaintiff the Court-
19 approved enhancement award.

20 12. The Court finds that the amount from the Gross Settlement Amount remaining after
21 deductions for: (i) Plaintiff's Counsel's attorneys' fees and costs, (ii) enhancement award to Plaintiff;
22 and (iii) Settlement Administrator fees ("Net Settlement Amount") shall be distributed as follows:
23 75% shall to be paid to the California Labor and Workforce Development Agency ("LWDA") and
24 25% to be distributed to the Aggrieved Employees pro rata based on the proportional number of pay
25 periods worked by each Aggrieved Employee during the PAGA Period, as provided for in the
26

27 ² If the Gross Settlement Amount increases due to the triggering of the Escalator Clause in Section III.3 of the
28 Settlement, the amount of attorneys' fees awarded to Plaintiff's counsel shall increase commensurately.

1 Settlement. The Court finds that these amounts and the distribution formula as set forth in the
2 Settlement is fair, adequate, and reasonable, and orders that payment be made to the LWDA and
3 Aggrieved Employees in accordance with the terms of the Settlement.

4 13. The Court hereby approves the limited scope of the release as set forth in the Settlement.
5 Specifically, following entry of this Order and Final Judgment, in his capacity as a Private Attorney
6 General or “aggrieved employee” acting on behalf of himself, the State of California and all Aggrieved
7 Employees, Plaintiff hereby releases Defendant and its predecessors, franchisees, successors and
8 assigns, parent corporations, subsidiary corporations, affiliates, insurers, reinsurers and the officers,
9 directors, shareholders, partners, employees, independent contractors, attorneys and agents, past or
10 present, of each of the aforesaid entities/individuals, heirs, executors, administrators, assigns, attorneys
11 and agents, and all persons acting under, by, through, or in concert with any of them (collectively, the
12 “Released Parties”) from any and all claims, rights, demands, liabilities and causes of action for: civil
13 penalties under Plaintiff’s Cause of Action for violations of the Labor Code Private Attorneys General
14 Act (“PAGA”), Labor Code § 2698 *et seq.* pled in the Second Amended Complaint in the Action; or
15 civil penalties under Plaintiff’s Cause of Action for violations of the PAGA that could be brought based
16 on the factual allegations in Second Amended Complaint in the Action, that arose during the PAGA
17 Period, including any related claims for attorneys’ fees, costs, or interest resulting therefrom
18 (hereinafter, “PAGA Released Claims”).

19 14. The releases identified herein shall be null and void if Defendant fails to fully fund the
20 Settlement.

21 15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and forever
22 bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action against the
23 Released Persons which was resolved as part of the Settlement. Without affecting the finality of this
24 Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the
25 Settlement.

26 //

27 //

1 16. Plaintiff shall file a declaration executed by the Settlement Administrator confirming
2 the final distribution of funds on or before _____, 2022.

3
4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2021

By: _____
Honorable Huey P. Cotton
Judge of the Superior Court