

Arby Aiwazian (SBN 269827)
Elizabeth Parker-Fawley (SBN 301592)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

CHRISTIAN WIRTH, BRANDON
TREIBER, GIANCARLO MONROY,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

vs.

MB2 RACEWAY, INC., a California
corporation; MB2 RACEWAY T.O., INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 20STCV22600

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGEMENT**

Date: January 6, 2025
Time: 9:00 a.m.
Department: 6

Complaint Filed: June 11, 2020
FAC Filed: January 13, 2021
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the above-
2 entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, on Plaintiffs
3 Christian Wirth's, Brandon Treiber's, and Giancarlo Monroy's ("Plaintiffs") Motion for Final
4 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement
5 Awards ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs,
6 and Callahan Thompson Sherman & Caudill, LLP appeared on behalf of Defendants MB2
7 Raceway, Inc. and MB2 Raceway T.O., Inc. (together, "Defendants").

8 On August 28, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action ("Action") in accordance with the Class Action and
11 PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with
12 the exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees of Defendants
27 in California employed at either the Thousand Oaks or Sylmar locations
28 during the Class Release Period ("Class" or "Class Members").

///

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

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a
12 whole. More specifically, the Court finds that the Settlement Agreement was reached following
13 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”);
14 that the Settlement Agreement is the result of serious, informed, adversarial, and arms-length
15 negotiations between the parties; and that the terms of the Agreement are in all respects fair,
16 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
17 including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity
18 of the claims presented; the likely duration of further litigation; the amount offered in the
19 Settlement Agreement; the extent of investigation and discovery completed; and the experience
20 and views of Class Counsel. The Court has further considered the response to the Class Settlement
21 by Class Members. Accordingly, the Court hereby directs that the Class and PAGA Settlement be
22 affected in accordance with the Settlement Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
27 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
28 Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval

Order and Judgment”), and the State of California and all current and former hourly-paid or non-exempt employees of Defendants in California employed during the PAGA Release Period (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that allocation of \$25,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalty Amount as follows: the amount of \$18,750.00 to the California Labor and Workforce Development Agency (“LWDA Payment”), and the amount of \$6,250.00 to be distributed to Aggrieved Employees on a *pro rata* basis (i.e., Aggrieved Employee Amount), in accordance with the terms and methodology set forth in the Agreement.

8. The Court finds that payment of Settlement Administration Costs in the amount of \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of \$9,000.00, in accordance with the terms and methodology set forth in the Agreement.

9. The Court finds that the Enhancement Awards sought are fair and reasonable for the work performed by Plaintiffs on behalf of the Class, the State of California, and Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$5,000.00 to each Plaintiff (for a total of \$15,000.00) for their Enhancement Awards, according to the terms and methodology set forth in the Agreement.

10. The Court finds that the requested Attorneys’ Fees in the amount of \$87,500.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$87,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Agreement.

///

11. The Court finds that the requested Attorneys' Costs of \$17,544.72 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$17,544.72 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Agreement.

12. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Total Settlement Amount	\$250,000.00
Attorneys' Fees	\$87,500.00
Attorneys' Costs	\$17,544.72
Enhancement Awards	\$15,000.00 (\$5,000 to each Plaintiff)
Settlement Administration Costs	\$9,000.00
PAGA Penalty Amount	\$25,000.00
Net Settlement Amount to be paid to Settlement Class Members	\$95,955.28

In addition to the Net Settlement Amount, \$6,250.00 will be distributed to Aggrieved Employees on a *pro rata* basis.

13. The Court hereby enters Judgment by which Settlement Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and the State of California and all Aggrieved Employees shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Agreement and Class Notice.

14. It is hereby ordered that within ten (10) calendar days of this Order, Defendants will make a deposit of \$125,000.00 plus an amount sufficient for Employer's Taxes, into the qualified settlement account established by the Settlement Administrator ("Second Installment").

15. It is hereby ordered that within seven (7) calendar days of the funding of the Effective Date and the full funding of the Total Settlement Amount and an amount sufficient for Employer's taxes, the Settlement Administrator will issue Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, Attorneys' Fees

1 and Costs to Class Counsel, Enhancement Awards to Plaintiffs, LWDA Payment to the LWDA,
2 and Settlement Administration Costs to itself, in accordance with the terms and methodology set
3 forth in the Agreement.

4 16. Each Individual Settlement Payment and Individual PAGA Payment check shall be
5 valid and negotiable for 180 calendar days after mailing by the Settlement Administrator, and
6 thereafter, shall be canceled. Subject to Court approval, funds (and any interest accrued thereon)
7 associated with such canceled checks shall be transmitted to the Controller of the State of
8 California, Unclaimed Property Division, in accordance with California Code of Civil Procedure
9 section 384. Settlement Class Members whose Individual Settlement Payment checks are
10 cancelled shall, nevertheless, be bound to the Class Settlement. Aggrieved Employees whose
11 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to the PAGA
12 Settlement.

13 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
14 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
15 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
16 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
17 any dispute arising from or in connection with the distribution of settlement benefits.

18 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
19 Settlement Class Members and Aggrieved Employees by posting a copy of the Final Approval
20 Order and Judgment on the Settlement Administrator's website for a period of at least 60 calendar
21 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is
22 not required.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

19. A Final Compliance Hearing is set for _____ at _____
a.m./p.m. in Department 6. Class Counsel shall submit a final accounting report regarding the
status of the settlement administration at least five (5) court days prior to the Final Compliance
Hearing.

Dated: _____

Honorable Elihu M. Berle
Judge of the Superior Court