

FILED
Clerk of the Superior Court

JUL 20 2022

Sgt. Anthony Shirley, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ANTHONY ALVIZ and TAMI WINSLETT,
Individually, and On Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

LHM CORP TSD d/b/a LARRY H. MILLER
TOYOTA LEMON GROVE; LHM CORP
CTO d/b/a LHM TOYOTA OF CORONA;
LHM CORP NSB d/b/a LHM NISSAN OF
SAN BERNARDINO; LHM CORP
CORONA NI d/b/a LHM NISSAN OF
CORONA; and DOES NOS. 1-50, Inclusive,

Defendants.

CASE NO.: 37-2020-00027584-CU-OE-CTL
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Carolyn Caietti, Dept. C-70*

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: July 8, 2022

Time: 10:30 a.m.

Judge: Hon. Carolyn Caietti

Dept.: 70

[Original Complaint Filed 8/6/2020]

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 WHEREAS, this action is pending before this Court as a class action (the "Action");

3 WHEREAS, on March 1, 2022, this Court granted preliminary approval to the Settlement,
4 for settlement purposes only conditionally certified the following Class: "All current and former
5 nonexempt (including overtime exempt) employees who worked for Defendants within the State of
6 California from August 6, 2016 to March 1, 2022", appointed Plaintiffs, Antonio Alviz and Tami
7 Winslett, as the representatives of the Class ("Class Representatives"), and appointed Blanchard
8 Krasner & French and Matcha Law as counsel for the Class ("Class Counsel"), ordered that notice
9 be provided to the Class, and set the instant final approval hearing;

10 WHEREAS, this matter having come before the Court on May 27, 2022, and continued to
11 July 8, 2022, for the Final Approval Hearing on Plaintiffs' Motion for Final Approval of Class
12 Action Settlement and Plaintiffs' Motion for Award of Attorneys' Fees, Costs, and Incentive Award,
13 due and adequate notice having been given to Class Members as required by the Court's Preliminary
14 Approval Order dated March 1, 2022, and the Court, having considered all the papers filed and
15 proceedings herein, having received no objections to the Settlement, having determined that the
16 Settlement is fair, adequate and reasonable, and otherwise being fully informed;

17 **NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. This Order incorporates by reference the definitions in the Joint Stipulation for Class
19 Action Settlement and Release of Claims ("Settlement" or "Settlement Agreement"), and all terms
20 defined therein shall have the same meaning in this Order as set forth in the Settlement.

21 2. This Court has jurisdiction over the subject matter of this proceeding and over all
22 Parties to this proceeding, including all Class Members.

23 3. Distribution of the Notice directed to the Class Members as set forth in the Court's
24 March 1, 2022 Preliminary Approval Order has been completed in conformity with the Preliminary
25 Approval Order, including direct individual notice to all Class Members who could be identified
26 through reasonable effort, and the best notice practicable under the circumstances. The Notice
27 provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary

1 Approval Order, including the proposed Settlement as set forth in the Settlement Agreement. The
2 Notice provided adequate and appropriate notice to all persons entitled to such notice, and therefore
3 fully satisfied the requirements of due process. All Class Members and all Released Claims are
4 covered by and included within the Settlement and within this Final Approval Order.

5 4. The Court finds that the Settlement has been reached as a result of intensive, serious,
6 and non-collusive arms-length negotiations and the Settlement was entered into in good faith. The
7 Court further finds that the Settlement is fair, reasonable, and adequate, consistent and in compliance
8 with California Code of Civil Procedure, the California and United States Constitutions (including
9 the due process clauses), the California Rules of Court and any other applicable law, and in the best
10 interest of each of the Parties and the Class members and is hereby finally approved in all respects.

11 5. The Court hereby approves the Settlement as set forth in the Settlement Agreement
12 and directs the parties to effectuate the Settlement according to the terms set forth in the Settlement
13 Agreement. In granting final approval of the Settlement Agreement, the Court considered the nature
14 of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
15 proceeds among the Class Members, and the fact that a settlement represents a compromise of the
16 parties' respective positions rather than the result of a finding of liability at trial. Additionally, the
17 Court finds that the terms of the Settlement Agreement have no obvious deficiencies and do not
18 improperly grant preferential treatment to any individual Class Member.

19 6. The Settlement Agreement is binding on Plaintiffs and all other Settlement Class
20 Members, except those timely and properly filed Requests for Exclusions, as well as their heirs,
21 executors, and administrators, successors, and assigns.

22 7. There is one (1) valid request for exclusion submitted by the individual identified
23 in Paragraph 13 of the Declaration of Lauren Singh (CPT Group) Regarding Notice and Settlement
24 Administration. Also, per the Declaration of Lauran Singh (Paragraphs 12 and 13), there were no
25 objections to the Settlement or any disputes received from class members.

26 8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
27 constitute an admission by Defendants, or any of the other Released Parties, of liability to the named
28

1 Plaintiffs or any Class Member, nor does this Final Approval Order constitute a finding by the Court
2 of the validity of any of the claims alleged in the Action, or of any liability of Defendant or any of
3 the other Released Parties.

4 9. It is ordered that the Settlement Class is certified for settlement purposes only. The
5 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Settlement: (i) there are questions of
7 law and fact common to the Class Members which, as to the Settlement and all related matters,
8 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the
9 Class members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and
10 Plaintiffs' Attorneys have fairly and adequately represented and protected the interest of the Class
11 Members.

12 10. The Settlement Class is hereby made final. The Settlement Class is defined as: "All
13 current and former nonexempt (including overtime exempt) employees who worked for Defendants
14 within the State of California from August 6, 2016 to March 1, 2022"

15 11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiffs and
16 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
17 following release, as set forth in Paragraph 1.30 of the Settlement Agreement, which provides:

18 all claims asserted under any applicable laws and/or regulations relating to
19 any and all facts and claims asserted in the Action or any other claims that
20 could have been asserted in the Action based on the facts alleged, including
21 without limitation claims related to meal and rest breaks; unpaid minimum
22 wages, overtime and double time wages; wage statement violations;
23 expense reimbursement; and separation pay violations and any related
24 claims under the California Labor Code; any other laws or regulations
25 concerning wage and hour laws, and for penalties under the California
26 Private Attorneys General Act ("PAGA"); arising during the Class Period
27 and/or PAGA Period. The Released Claims do not cover or include (1)
28 claims for Workers' Compensation, (2) claims for unemployment or
disability payments, (3) tort claims, or any other claims that cannot be
released as a matter of law. The Released Claims shall run during the entire
Class Period. As of the Effective Date of Settlement, each Class Member
who has not filed a valid Request for Exclusion shall be deemed to have

1 fully, finally, and forever released, relinquished, and discharged all
2 Released Claims.

3 12. The Court hereby finds the \$215,000 Total Settlement Amount provided for in the
4 Settlement Agreement to be fair, reasonable, and adequate.

5 13. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
6 Settlement Class for purposes of entering into and implementing the settlement.

7 14. The Court hereby confirms Blanchard Krasner & French and Matcha Law as Class
8 Counsel in the Action.

9 15. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and
10 argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of
11 \$71,666.66 and for actual costs and expenses reasonably incurred in the amount of \$3,500 as final
12 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
13 owed to Class Counsel is hereby granted. The payment of attorneys' fees and costs to Class Counsel
14 shall be made in accordance with the terms of the Settlement Agreement.

15 16. The Court also orders payment to Plaintiffs Antonio Alviz and Tami Winslett, for
16 their service as Class Representatives, the sum of \$10,000 and \$10,000, respectively. The payment
17 of the Class Representatives' service award shall be made in accordance with the terms of the
18 Settlement Agreement.

19 17. The Court approves the settlement of the PAGA claims alleged in the Action and the
20 allocation of \$5,000 to settle those claims. Payment of the respective amounts to the LWDA (\$3,750)
21 and aggrieved employees (\$1,250) shall be made in accordance with the terms of the Settlement
22 Agreement.

23 18. The Court hereby finds the Net Settlement Amount as provided in the Settlement
24 Agreement to be fair, reasonable, and adequate. The Court hereby authorizes and directs the
25 Settlement Administrator, CPT Group, to calculate and pay the individual settlement awards of all
26 participating Class Members who did not opt-out of the Settlement in accordance with the terms of
27 the Settlement Agreement.

19. The Court further approves the payment of \$13,000 to CPT Group from the Total Settlement Amount for the costs of administering the Settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

20. If the Settlement does not become final and effective in accordance with the terms of the Settlement Agreement, this Final Approval Order and all orders entered in connection herewith, including the Judgment in this Order, shall be vacated and shall have no further force or effect.

21. Pursuant to California Rules of Court, Rule 3.769(h), the Court hereby enters Judgment in this action; provided, however, that without affecting the finality of the Settlement or the Judgment entered herein, this Court shall retain exclusive and continuing jurisdiction over the Action and the Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement Agreement.

22. This final Order shall constitute a final judgment.

IT IS SO ORDERED.

Dated:

7/20/22

Carolyn Cavitt

HON. CAROLYN CAIETTI
JUDGE OF THE SUPERIOR COURT