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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANG – CIVIL COMPLEX CENTER

MIGUEL CATALAN, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

CALIFORNIA ROADSIDE SERVICE, LLC,
a California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01165556-CU-OE-CXC

[Assigned for all purposes to the Hon. William
D. Claster, Dept. CX104]

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: October 6, 2023
Time: 9:00 a.m.
Dept: CX104

Reservation Number: 74090220

Complaint filed: October 16, 2020
Trial: None Set

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

2 The above-referenced Action (“Action”) having come before the Court on October 6,
3 2023, for a hearing and Final Order Approving the Joint Stipulation of Class Action and PAGA
4 Settlement (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Class Action Settlement Agreement and
6 Amendments thereto (“Agreement”), and due and adequate notice having been given to all Class
7 Members as required in the Preliminary Approval Order, and the Court having considered all
8 papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: All persons
12 currently or formerly employed by Defendant California Roadside Service, LLC (“Defendant”)
13 as non-exempt hourly-paid employees in the state of California at any time between October 16,
14 2016 and May 31, 2022.

15 3. This Court has jurisdiction over the subject matter of the Action and over all
16 Parties to this Action, including all Class Members.

17 4. Distribution of the Notice directed to the Class Members as set forth in the
18 Agreement and the other matters set forth therein has been completed in conformity with the
19 Preliminary Approval Order, including individual notice to all Class Members who could be
20 identified through reasonable effort, and the best notice practicable under the circumstances. The
21 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
22 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
23 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
24 Released Claims are covered by and included within the Settlement and this Final Order.

25 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
26 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
27 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the
28 standards and applicable requirements for final approval of this class action settlement under

California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Actions. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes Participating Class Members shall release Defendant as well as its present, former and/or future, officers, directors, employees, members, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, PEOs, temporary agencies, affiliates, predecessors, successors, assigns, as well as well as any individual or entity that could be alleged to be jointly liable with Defendant (“Released Parties”) from all claims, rights, demands, liabilities, and causes of action alleged or that could have been alleged based on the facts asserted in the operative complaint in *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC, the First Amended Complaint filed in the same action, and the LWDA Letter during the Class Period including, but not limited to, the following claims: (i) failure to pay all regular wages, minimum wages, overtime wages double time wages due (including, but not limited to, any claims for additional wages owed due to “off the clock” work or any other theory related to “rounding” of hours worked); (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to

1 provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business
2 expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages
3 timely at time of termination or resignation; (vii) failure to provide timely pay wages during
4 employment; (viii) failure to keep time records; (ix) unfair business practices; (x) failure to
5 maintain required time and payroll records, (xi) failure to pay accrued vacation, and (xii) violation
6 of Business & Professions Code 17200, *et seq.*

7 8. Upon the complete funding of the Gross Settlement Amount and all applicable
8 employer-side payroll taxes Participating Class Members shall release and discharge Released
9 Parties from any and all claims for civil penalties under the California Labor Code Private
10 Attorneys General Act of 2004 alleged or that could have been alleged based on the facts asserted
11 in the LWDA Letter, in the operative complaint in the action and the First Amended Complaint
12 in the action, including but not limited to civil penalties arising from allegation regarding
13 Defendant's alleged violations of the California Labor Code. The Released PAGA Claims also
14 includes a release from the State of California (to the extent Plaintiff is permitted to provide such
15 a release for the State of California for the PAGA period) of all PAGA claims alleged in the
16 Action during the PAGA Period.

17 9. Additionally, upon the Court entering the final approval Order and remittance of
18 the Gross Settlement Amount by Defendant to the Settlement Administrator, the Representative
19 Plaintiff for himself and his spouse, heirs and assigns, fully and finally releases the Released
20 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
21 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
22 losses, debts, penalties and expenses of any nature and description whatsoever, known or
23 unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort,
24 contract, equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of
25 wages during that employment and the cessation of that employment and/or violation of any
26 federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited
27 to any and all Released Class Claims and Released PAGA Claims and termination thereof,
28 California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060;

1 California Code of Civil Procedure §1021.5; California common law of contract; 29 CFR
2 §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law, the
3 Employee Retirement Income Security Act, 29 U.S.C. §§1001, et seq. (ERISA) §778.315; and
4 federal common law. In addition, Plaintiff's General Release includes but is not limited to, all
5 claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive
6 damages, and attorneys' fees and costs (except those provided by this Settlement Agreement)
7 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
8 termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the
9 Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in
10 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and
11 the law of contract and tort. This release excludes the release of claims not permitted by law.
12 Plaintiff's General Release include all claims, whether known or unknown. Even if Plaintiff
13 discovers facts in addition to or different from those he now knows or believes to be true with
14 respect to the subject matter of Plaintiff's General Release, those claims with remain released and
15 forever barred.

16 10. The Representative Plaintiff hereby agrees that, notwithstanding § 1542 of the
17 California Civil Code, all claims that the Representative Plaintiff may have, known or unknown,
18 suspected or unsuspected, are hereby released. Section 1542 provides:

19 A general release does not extend to claims that the creditor or releasing party does
20 not know or suspect to exist in his or her favor at the time of executing the release
21 and that, if known by him or her, would have materially affected his or her
22 settlement with the debtor or released party.

23 The Representative Plaintiff expressly waives the provisions of Section 1542 with full
24 knowledge and with the specific intent to release all known or unknown, suspected or unsuspected,
25 claims arising on or before the Effective Date of the Settlement, and therefore specifically waive
26 the provisions of any statute, rule, decision, or other source of law of the United States or of any
27 state of the United States or any subdivision of a state which prevents release of unknown claims.

28 11. No Class Member submitted a timely and valid request to be excluded from the
Settlement. Accordingly, all Class Members are hereby explicitly included in this order and

Judgment and participating in the settlement. The last date to timely submit a request for exclusion was July 15, 2023.

12. The Court also hereby finds that there were no written objections to the Settlement. The last day to submit a written objection to the settlement was July 15, 2023. The Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

13. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of \$334,264.24 by January 30, 2025 in order to provide payments for the Class/PAGA Members individual settlement payments, class representative incentive payment for Plaintiff, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698 *et seq.* The calculations and the payments shall be made administered in accordance with the terms of the Agreement and as modified by this Final Order and Judgment.

14. Pursuant to the terms of the Agreement and amendments thereto, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards attorneys' fees of \$116,992.48 to Class Counsel. The Court also approves and awards the recovery of litigation costs incurred by Class Counsel in the amount of \$14,378.13. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action.

15. The Court hereby approves and orders a Class Representative Enhancement Payment of \$5,000.00 to Plaintiff Miguel Catalan.

16. The Court approves and orders the payment in the amount of \$15,000.00 (75% of \$20,000.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The remaining \$5,000.00 (25% of \$20,000.00) shall be distributed to the PAGA Members as set forth in the Agreement.

1 17. The Court also hereby approves and orders payment from the Gross Settlement
2 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
3 ILYM Group, Inc., in the amount of \$7,500.00.

4 18. The Court hereby approves and orders payment of individual settlement payments
5 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

6 19. The Court also hereby approves and orders that any checks distributed from the
7 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
8 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
9 California State Controller's Office and held in trust for such Class Members pursuant to
10 California Unclaimed Property Law, Civil Code Section 1500 et seq.

11 20. Provided the Settlement becomes effective under the terms of the Agreement, the
12 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
13 payments, attorneys' fees and costs, and enhancement payments as set forth in the Agreement.

14 21. Neither the Settlement nor any of the terms set forth in the Agreement is an
15 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
16 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
17 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
18 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
19 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
20 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
21 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
22 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
23 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
24 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
25 the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement
26 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action,
27 or submit in any other proceeding, the Final Order, the Agreement, and any other papers and
28 records on file in the Actions as evidence of the Settlement to support a defense of *res judicata*,

1 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
2 the Released Claims.

3 22. Without affecting the finality of this Judgment, the Court shall retain continuing
4 jurisdiction over this action and the parties, including all Class Members, and over all matters
5 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
6 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
7 as provided to the contrary herein, any disputes or controversies arising with or with respect to
8 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
9 Court for resolution.

10 23. Class Counsel shall submit a final report on the disbursement of the settlement
11 payments on or before _____, 2025.

12 IT IS SO ORDER. LET JUDGMENT BE ENTERED ACCORDINGLY.

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15 DATED: _____

16 JUDGE OF THE SUPERIOR COURT
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