

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE**
2 **BLOUW LLP**

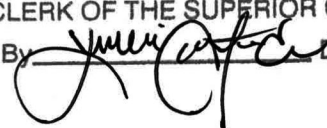
3 Norman B. Blumenthal (SBN 68687)
norm@bamlawca.com
4 Kyle R. Nordrehaug (SBN 205975)
kyle@bamlawca.com
5 Aparajit Bhowmik (SBN 248066)
aj@bamlawlj.com
6 2255 Calle Clara
La Jolla, CA 92037
7 Tel: (858) 551-1223
Fax: (858) 551-1232

8 Attorneys for Plaintiffs and the Class

FILED
ALAMEDA COUNTY

NOV 18 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ALAMEDA**

14 BRADY SANTOS, ERICK FIELDS, and
15 LAMONT ROBINSON, on behalf of
themselves and all others similarly situated,

16 Plaintiff,

17 vs.

18 WORLDPAAC, INC., a Delaware Corporation;
19 ADVANCE AUTO PARTS, INC.; ADVANCE
STORES COMPANY, INC.; and Does 1
20 through 50, inclusive,

21 Defendants.

Lead Case No. RG21089090

[Consolidated with Case No. 30-2021-
01181825-CU-OE-CXC (Orange County
Sup. Ct.), and Case No. S-CV-0046456
(Placer County Sup. Ct.)]

**[PROPOSED] ORDER GRANTING
JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, AND MOTION FOR
ATTORNEYS' FEES, COSTS, CLASS
REPRESENTATIVE ENHANCEMENTS
AND SETTLEMENT ADMINISTRATION
COSTS, AND JUDGMENT**

Judge: Hon. Brad Seligman

Dept.: 23

Date: November 18, 2022

Time: 10:30 a.m.

1 On November 18, 2022, the Court held a hearing on the motion of Plaintiffs Brady
2 Santos, Erick Fields, and Lamont Robinson ("Plaintiffs") for final approval of a class and
3 representative action settlement (the "Settlement") with Defendants WorldPac, Inc., Advance
4 Auto Parts, Inc. and Advance Stores Company, Inc. ("Defendants") (collectively, the "Parties"),
5 and payments to the Labor and Workforce Development Agency ("LWDA"), Class Counsel, the
6 Class Representatives and the Settlement Administrator. Kyle Nordrehaug of Blumenthal
7 Nordrehaug Bhowmik De Blouw LLP and Robin G. Workman of Workman Law Firm PC
8 appeared for Plaintiffs, and Adam Siegel of Jackson Lewis P.C. appeared for Defendants. No
9 one opposed the motion. For the reasons set forth below, the unopposed motion for final
10 approval of class action settlement is hereby GRANTED..

11 The parties submitted the Settlement, for which this Court granted preliminarily
12 approval, as set forth in the Court's July 18, 2022, order ("Preliminary Approval Order"). In
13 accordance with the Preliminary Approval Order, the Settlement Administrator gave Class
14 Members notice of the terms of the Settlement, which apprised Class Members of the
15 opportunity to comment on or object to the Settlement or to exclude themselves from its
16 provisions.

17 Having received and considered the Settlement, the supporting papers filed by the parties,
18 and the evidence and argument received by the Court at the hearing before it entered the
19 Preliminary Approval Order and the final approval hearing on November 18, 2022, the Court
20 GRANTS final approval of the Settlement, and HEREBY ORDERS and MAKES
21 DETERMINATIONS as follows:

22 1. The certification of the following Class is confirmed for the purpose of entering a
23 settlement in this matter:

24 All individuals who are or previously were employed by WorldPac, Inc.
25 and who were classified as non-exempt employees in the state of
26 California, and those classified as Outbound Sales Representatives I & II
in the state of California, during the Class Period.

27 The Class Period is January 29, 2017 to December 9, 2021.

1 2. The Settlement Administrator received four (4) requests for exclusion from the
2 Class, and these individuals are identified in Exhibit B to the Declaration of Tina Chiango.

3 3. The Court confirms the appointment of Brady Santos, Erick Fields, Lamont
4 Robinson and Tiffany Lappo as Class Representatives, and Blumenthal Nordrehaug Bhowmik
5 De Blouw LLP, Workman Law Firm, PC, and Bradley/Grombacher, LLP as Class Counsel.

6 4. Pursuant to the Preliminary Approval Order, the Claims Administrator sent a
7 Notice of Class Settlement to each Class Member by first-class mail. These papers informed
8 Class Members of the terms of the Settlement, their right to receive an Individual Settlement
9 Payment, their right to comment on or object to the Settlement or to opt out of the Settlement
10 and pursue their own remedies, and their right to appear in person or by counsel at the final
11 approval hearing and be heard regarding approval of the Settlement. The Settlement provided 45
12 days, an adequate period of time for Class Members to exercise each of these procedures. No
13 Class Members objected to the Settlement as part of this notice process or stated an intent to
14 appear at the final approval hearing.

15 5. The Court finds and determines that this notice procedure afforded adequate
16 protections to Class Members and provides the basis for the Court to make an informed decision
17 regarding approval of the Settlement based on the responses of Class Members. The Court finds
18 and determines that the notice provided in this case was the best notice practicable, which
19 satisfied the requirements of law and due process.

20 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
21 determines that the proposed class, as defined in the definitions section of the Settlement, meets
22 all of the legal requirements for class certification, and it is hereby ordered that the Class is
23 finally approved and certified as a class for purposes of the Settlement.

24 7. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
26 not opted out will be bound by the Settlement, except that Aggrieved Employees (defined as all
27 non-exempt employees, and those classified as Outbound sales Representatives I & II, who
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1 were employed in California during the time period January 29, 2019 to December 9, 2021 (the
2 "PAGA Period")) will release the PAGA claims released in the Settlement, and will receive a
3 portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the
4 Settlement. The Settlement is ordered finally approved, and this Court orders that all terms and
5 provisions of the Settlement should be and hereby are to be consummated.

6 8. The Court finds and determines that the Individual Settlement Payments to be
7 paid to the Class Members as provided for by the Settlement, are fair and reasonable. The Court
8 hereby grants final approval to and orders the payment of those amounts to be made to the Class
9 Members out of the Net Settlement Amount and PAGA Payment in accordance with the
10 Settlement.

11 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
12 Code §§ 2699(1)(2), (1)(4), the parties provided the LWDA notice of the Settlement. Pursuant to
13 PAGA, on the date the parties filed the motion seeking approval of the Settlement with the
14 Court, Plaintiffs submitted to the LWDA the motion for final approval with a copy of the
15 Settlement Agreement. The Court finds and determines that the notice of the Settlement
16 complied with the statutory requirements of PAGA.

17 10. The Court finds and determines that the resolution of the Released PAGA Claims
18 and the PAGA Payment of \$50,000, which includes the payment to the LWDA of \$37,500 as its
19 share of the settlement of civil penalties, in this case is fair, reasonable, and appropriate. The
20 Court hereby gives final approval to and orders that the payment of the PAGA Payment be paid
21 out of the Gross Settlement Amount in accordance with the Settlement Agreement.

22 11. The Court finds and determines that the fees and expenses of RG/2 in
23 administering the settlement, in the amount of \$20,020, are fair and reasonable. The Court
24 hereby grants final approval to and orders that the payment of approximately that amount be paid
25 out of the Gross Settlement Amount in accordance with the Settlement.

26 12. In addition to any recovery that the Class Representatives may receive from the
27 Net Settlement Amount and PAGA Amount, and in recognition of the Class Representatives'

1 efforts on behalf of the Class, the Court hereby approves the payment of an Enhancement
2 Awards in the amount of Fifteen Thousand Dollars (\$10,000) for Plaintiff Santos; Five Thousand
3 Dollars (\$5,000) for Plaintiff Robinson, Five Thousand Dollars (\$5,000) for Plaintiff Fields, and
4 Five Thousand Dollars (\$5,000) for Intervenor Lappo. These Enhancement Awards shall be
5 paid from the Gross Settlement Amount.

6 13. Pursuant to the authorities and argument presented to the Court, the Court
7 approves the payment of attorneys' fees to Class Counsel in the sum of Nine Hundred Seven
8 Thousand Five Hundred Dollars (\$907,500), which is Thirty-Three Percent (33%) of the Gross
9 Settlement Amount, plus costs and expenses in the amount of \$20,757.48. This shall be paid
10 from the Gross Settlement Amount.

11 14. The parties are hereby ordered to comply with the terms of the Settlement.

12 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

13 15. Except as set forth in the Settlement Agreement and in this Order and Judgment,
14 Plaintiffs, and all members of the Class, shall take nothing by their complaint in this Action.

15 16. Without affecting the finality of this judgment in any way, pursuant to California
16 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
17 interpretation, administration, implementation, effectuation, and enforcement of this order and
18 the Settlement.

19 17. Upon completion of administration of the settlement, the Settlement
20 Administrator will provide written certification of such completion to the Court and counsel for
21 the parties. The Court sets a compliance hearing date of 3/8/2023, at
22 3:10 a.m. / (p.m.), and the written certification of the Settlement Administrator shall be
23 filed no later than fourteen (14) days before this hearing. A proposed amended judgment per
24 CCP 384 shall be filed and a word version emailed to the department clerk no later than 7 days
25 before the compliance hearing.

26 18. The Court finds that in consideration for their awarded Individual Settlement
27 Payments, as of the Effective Date of the Settlement, all Class Members (other than those Class
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1 Members who timely and validly requested to be excluded from the Settlement) shall
2 individually and on behalf of all their respective successors, assigns, agents, attorneys, executors,
3 heirs and personal representatives, fully and finally release and discharge the Released Parties,
4 and each of them, from all Released Class Claims, defined as those claims that were pled or
5 could have been pled based upon the factual allegations in the Amended Complaint during the
6 Class Period, including violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a),
7 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and California Code of
8 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and expressly excluding all other
9 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
10 disability, social security, workers' compensation, and class claims outside of the Class Period.
11 This release shall extend to all Released Class Claims accrued during the Class Period.

12 19. Upon the Effective Date, the Defendant shall be entitled to a release from the
13 State of California of all PAGA claims pled or could have been pled based on the factual
14 allegations contained in the operative complaint and PAGA letters sent by Plaintiffs that
15 occurred during the PAGA Period as to the Aggrieved Employees including violations of Labor
16 Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197,
17 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision
18 5(A)-(B).

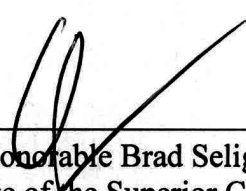
19 20. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
20 except as otherwise provided in the Settlement and this Order and Judgment.

21 21. The Court enters final judgment in the Action in accordance with the Settlement
22 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
23 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
24 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
25 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
26 law.

27 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

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Dated: 11/18, 2022



The Honorable Brad Seligman.
Judge of the Superior Court