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Attorney for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FRANZ CHAVEZ HIDALGO, an individual; on
behalf of himself and all others similarly situated;

Plaintiff,

v.

OROZCO'S AUTO SERVICE, INC., a California
Corporation; SERVANDO OROZCO, an individual;
CINDY OROZCO, an individual; and DOES 1 to
100, inclusive;

Defendants.

Case Number: 22STCV21211

[Honorable Stuart M. Rice; Department 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION
FOR ATTORNEYS' FEES; AND
FINAL JUDGMENT THEREON**

Hearing:

Date: January 22, 2024

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: June 29, 2022

1 The Motion for Final Approval of Class Action Settlement by Plaintiff Franz Chavez
2 Hidalgo, (“Plaintiff”) in the above-captioned matter came before the Court on January 22, 2024
3 at 10:30 a.m., with the Honorable Stuart M. Rice presiding. The Court having considered the
4 papers submitted in support of the motion, HEREBY RULES AS FOLLOWS:

5 1. The Court grants final approval of the class action settlement based upon the terms
6 set forth in the Class Action Settlement and Release reached between Plaintiff, on the one hand,
7 and Defendants Orozco's Auto Service, Inc. (hereinafter abbreviated as “OAS”), Servando
8 Orozco, and Cindy Orozco (“Defendants”) on the other hand (the “Settlement” or "Settlement
9 Agreement"). The Court finds that the terms of the Settlement are fair, adequate, and reasonable.

10 2. For purposes of this Order, the Class shall consist of “All persons employed by OAS
11 in California and classified as current and former hourly non-exempt employees who worked for
12 OAS during the period from April 2, 2017 through May 11, 2022”.

13 3. The Court hereby finds that the Settlement was the product of serious, informed,
14 non-collusive negotiations conducted at arm's length by the parties. In making this final finding,
15 the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of
16 benefits which shall be paid pursuant to the Settlement Agreement, the allocation of Settlement
17 proceeds among the Class, and the fact that the Settlement Agreement represents a compromise
18 of the parties' respective positions. The Court further finds that the terms of the Settlement
19 Agreement have no material deficiencies and do not improperly grant preferential treatment to
20 any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was
21 reached in good faith.

22 4. The Court further finds that the notice procedure carried out by the parties and
23 Phoenix Settlement Administrators (the “Settlement Administrator” or “PSA”) met the
24 requirements of due process and provided the best notice practicable under the circumstances and
25 constituted due and sufficient notice to Class Members. Specifically, the Notice Packet that was
26 disseminated to Class Members includes: (1) the definition of the Class; (2) a description of the
27 substantive issues and proceedings to date; (3) a neutral description of the Settlement; (4) the
28 amount of Class Counsels’ attorneys’ fees and costs sought; (5) information regarding the right

1 to opt out of the Settlement, the procedure for doing so and the date by which such action must
2 be taken; (6) information regarding the right to challenge one's number of workweeks, the
3 procedure for doing so and the date by which such action must be taken; (7) information regarding
4 the right to participate in the Settlement, the procedure for doing so and the date by which such
5 action must be taken, if any; (8) information regarding the right to file an objection to the
6 Settlement, the procedure for doing so and the date by which such action must be taken; (9) the
7 consequences of participating in the Settlement, including the fact that one will be bound by the
8 judgment; (10) the date, time and place of the final approval hearing; (11) the identity of the
9 Plaintiffs; and (12) contact information of Counsel and the Settlement Administrator. A full
10 opportunity was afforded to Class Members to participate in the Final Approval hearing. No
11 Class Members objected to the Settlement and no Class Member requested exclusion from the
12 Settlement. Thus, the Court determines that all Class Members are bound by this Order and
13 Judgment.

14 5. The Court certifies the Class for settlement purposes and finds that the Class meets
15 all applicable standards for certification under California law.

16 6. The Court approves the Settlement, and each of the releases and other terms set
17 forth in the Settlement as fair, reasonable, and adequate as to the Class Members, Plaintiffs, and
18 the Defendant. The parties are directed to perform in accordance with the terms set forth in the
19 Settlement.

20 7. By this Order and Judgment, the Plaintiff and all Participating Class Members,
21 hereby release Defendant and the Released Parties, as defined in the Settlement Agreement, from
22 the Released Claims, as also defined in the Settlement Agreement.

23 8. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court
24 reserves and retains exclusive and continuing jurisdiction over this case, Plaintiffs, Class
25 Members, and Defendant for the purpose of supervising the implementation, effectuation,
26 enforcement, construction, administration, and interpretation of the Settlement and this Order and
27 Judgment.
28

1 9. The Court determines that the plan of allocation for payment of the Net Settlement
2 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of
3 the Net Settlement Amount to the Participating Class Members shall be done in accordance with
4 the terms set forth in the Settlement Agreement.

5 10. Plaintiff Franz Chavez Hidalgo is hereby appointed as named Plaintiff for
6 purposes of Settlement.

7 11. Sarkis Sirmabekian of Sirmabekian Law Firm, P.C. is appointed as Class Counsel
8 for purposes of Settlement.

9 12. Defendant agrees that the Settlement Administrator shall pay from the Gross
10 Settlement Amount of \$130,000.00: (i) the Settlement Administrator for its Settlement
11 Administration Costs; (ii) the LWDA Payment to the California Labor Workforce Development
12 Agency (“LWDA”); (iii) the Class Representative Service Awards to the named Plaintiffs; (iv)
13 the attorneys’ fees to Class Counsel; and (v) the litigation Costs to Class Counsel, as follows:

14 A. The Court hereby approves the payment of Settlement Administration
15 Costs in the amount of \$6,500.00 to the Settlement Administrator from the Gross Settlement
16 Amount.

17 B. The Court hereby approves the payment of \$7,500.00 from the Gross
18 Settlement Amount to the LWDA.

19 C. The Court hereby approves the Class Representative Service Award of
20 \$5,000.00 each to the Plaintiff from the Gross Settlement Amount, in recognition of his service
21 to the Class in initiating and maintaining this litigation and the risks undertaken for the benefit of
22 the settlement Class.

23 D. The Court hereby awards to Class Counsel the amount of \$43,333.33 for
24 Attorneys’ Fees, which the Court finds fair and reasonable and supported by detailed summaries
25 regarding the work performed that were submitted by Class Counsel in their supporting
26 declarations.

27 E. The Court awards to Class Counsel the amount of \$5,000.00 in litigation
28 Costs for reimbursement of reasonable litigation costs they incurred in this action and supported

1 by a detailed summary regarding such incurred expenses that was submitted by Class Counsel in
2 their supporting declarations.

3 13. The Settlement Administrator is directed to make the foregoing payments in
4 accordance with the terms of the Settlement and Class Counsel's further instructions.

5 14. This document constitutes the Judgment resolving the portion of the action against
6 Defendant according to the terms herein.

7
8
9 **IT IS SO ORDERED.**

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11
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13 Date: _____ Hon. Stuart M. Rice _____

PROOF OF SERVICE

(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA

)

) ss.

COUNTY OF LOS ANGELES

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I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES; AND FINAL JUDGMENT THEREON

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: December 26, 2023

At Los Angeles, California

Grigor Gregg Sirmabekhian

Grigor Gregg Sirmabekhian

SERVICE LIST

Joanne K. Leighton, Esq. [SBN 165378] ARTIANO & ASSOCIATES, APC 3828 Carson Street, Suite 102 Torrance, California 90503 Email: JLeighton@artianolaw.com Email: Tlee@artianolaw.com	<i>Attorneys for Defendants OROZCO'S AUTO SERVICE, INC., SERVANDO OROZCO, and CINDY OROZCO</i>
Labor and Workforce Development Agency Department of Industrial Relations LWDA Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612	<i>Labor and Workforce Development Agency ("LWDA") filed/served online at:</i> https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html