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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN DIEGO**

13 ERIC JACOBS, an individual, on behalf of
14 himself and on behalf of all persons similarly
15 situated I,

16 Plaintiff,

17 vs.

18 CAL-STATE AUTO PARTS, INC., a
19 California Corporation; and DOES 1 through
20 50, inclusive,

21 Defendants.

CASE NO.: **37-2021-00031418-CU-OE-CTL**

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

Hearing Date: May 17, 2024

Hearing Time: 8:30 a.m.

Judge: Hon, Robert Longstreth

Dept.: 65

Action Filed: July 22, 2021

Trial Date: Not set

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23 The motion of Plaintiff Eric Jacob (“Plaintiff”) for an order finally approving the Class
24 Action and PAGA Settlement Agreement (“Agreement”) with Defendant Cal-State Auto Parts,
25 Inc. (“Defendant”), and the motion for attorneys’ fees and costs, service payments, and the fees
26 and expenses of the Administrator, duly came on for hearing on May 17, 2024 before the
27 Honorable Robert Longstreth.
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FINAL APPROVAL ORDER AND JUDGMENT

I.
FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of San Diego, and over all Parties to this litigation, including the Class.
3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Nine Hundred Sixty Thousand Dollars (\$960,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On October 19, 2023, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the preliminary approval order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about November 7, 2023. Mailing of the Class Notice to their last known addresses was the best notice option under the circumstances and was reasonably calculated to communicate actual notice of the litigation

1 and the proposed Settlement to the Class. The Class Notice given to the Class Members fully and
2 accurately informed the Class Members of all material elements of the proposed Settlement and of
3 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
4 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
5 State of California, the United States Constitution, due process and other applicable laws. The
6 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
7 instructions and a variety of means to obtain additional information.

8 7. The Response Deadline for opting out of the Class or submitting written objections
9 to the Settlement was February 5, 2024, which was extended by an additional 14 days in the event
10 of a remailing. There was an adequate interval between notice and the deadline to permit Class
11 Members to choose what to do and act on their decision. A full opportunity has been afforded to
12 Class Members to participate in this hearing, and all Class Members and other persons wishing to
13 be heard have been heard. Class Members also have had a full and fair opportunity to exclude
14 themselves from the proposed Settlement and Class. Accordingly, the Court determines that all
15 Class Members who did not timely and properly submit a request for exclusion are bound by the
16 Settlement and this Final Approval Order and Judgment.

17 **Fairness Of Settlement**

18 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
19 48 Cal.App.4th 1794, 1801 (1996).

20 a. The settlement was reached through arm's-length bargaining between the
21 Parties during an all-day mediation before Jeffrey Krivis, a respected and experienced mediator of
22 wage and hour class actions. There has been no collusion between the Parties in reaching the
23 proposed Settlement.

24 b. Plaintiff's investigation and discovery have been sufficient to allow the
25 Court and counsel to act intelligently.

26 c. Counsel for both Parties are experienced in similar employment class action
27 litigation. All counsel recommended approval of the Agreement.

1 d. The percentage of objectors and requests for exclusion is small. No
2 objections were received. No requests for exclusion were received.

3 e. The participation rate was high. 644 Participating Class Members will be
4 mailed a Settlement Share, representing 100% of the overall Class.

5 9. The consideration to be given to the Class Members under the terms of the
6 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
7 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
8 Class Members' claims, given the uncertainties and significant risks of the litigation and the delays
9 which would ensue from continued prosecution of the Action.

10 10. The Agreement is approved as fair, adequate, and reasonable and in the best
11 interests of the Class Members.

12 **Attorneys' Fees and Costs**

13 11. An award of \$320,000 for attorneys' fees, representing one-third (1/3) of the Gross
14 Settlement Amount, and \$19,696.84 for litigation costs and expenses, is reasonable, in light of the
15 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
16 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
17 lodestar and billing statement.

18 **Class Representative Service Payment**

19 12. The Agreement provides for a Class Representative Service Payment of not more
20 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
21 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
22 the risks and burdens undertaken by the Plaintiff in the litigation and for his time and effort in
23 bringing and prosecuting this matter on behalf of the Class.

24 **Administration Expenses Payment**

25 13. The Administrator shall calculate and administer the payments to be made to the
26 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
27 Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties, issue any
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1 required tax reporting forms, calculate withholdings and perform other remaining duties set forth
2 in the Agreement. The Administrator has documented \$15,790 in fees and expenses, and this
3 amount is reasonable in light of the work performed by the Administrator.

4 **PAGA Penalties**

5 14. The Agreement provides for PAGA Penalties of \$20,000 to be deducted out of the
6 Gross Settlement Amount, which shall be allocated \$15,000 to the LWDA PAGA Payment as the
7 LWDA's 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$5,000 to
8 be distributed to the Aggrieved Employees based on their respective PAGA Pay Periods worked
9 during the PAGA Period (July 22, 2020 through October 28, 2022). Aggrieved Employees are all
10 individuals who were employed by Defendant in California and classified as hourly, non-exempt
11 employees at any time during the PAGA Period. The Court finds the PAGA Penalties to be
12 reasonable. All Aggrieved Employees will be sent their Individual PAGA Payment and will be
13 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
14 of the Settlement.

15 **II.**

16 **ORDERS**

17 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

18 1. The certification of the Class for the purposes of Settlement is confirmed. The
19 Class is defined as follows:

20 All individuals who were employed by Defendant in California and classified as
21 hourly, non-exempt employees at any time during the Class Period (July 22, 2017
through October 28, 2022).

22 2. All persons who meet the foregoing definition are members of the Class, except for
23 those individuals who filed a valid request for exclusion ("opt out") from the Class. There were
24 no individuals who requested exclusion.

25 3. The Agreement is hereby finally approved as fair, reasonable, and adequate, and in
26 the best interests of the Class.

1 4. Class Counsel are awarded attorneys' fees in the amount of \$320,000 and costs in
2 the amount of \$19,696.84. Class Counsel shall not seek or obtain any other compensation or
3 reimbursement from Defendant, Plaintiff or members of the Class.

4 5. The payment of the Class Representative Service Payment in the amount of
5 \$10,000 to the Plaintiff is approved.

6 6. The payment of \$15,790 to the Administrator for its fees and expenses is approved.

7 7. The PAGA Penalties of \$20,000 is approved and shall be allocated in accordance
8 with the Agreement.

9 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
10 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
11 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
12 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
13 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
14 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
15 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
16 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
17 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
18 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
19 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
20 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
21 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
22 Released PAGA Claims.

23 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
24 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
25 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
26 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
27 to individual Class Members.

1 10. If the Agreement does not become final and effective in accordance with the terms
2 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
3 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
4 revert to their respective positions before entering into the Agreement, and expressly reserve their
5 respective rights regarding the prosecution and defense of this Action, including all available
6 defenses and affirmative defenses, and arguments that any claim in the Action could not be
7 certified as a class action and/or managed as a representative action.

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

9 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
10 Plaintiff, and all members of the Class, shall take nothing in the Action.

11 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
12 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
13 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
14 arising from or in connection with the distribution of settlement benefits.

15 3. The Parties are authorized to agree to and adopt such amendments, modifications
16 and expansions of the Agreement and all exhibits attached thereto, which are consistent with this
17 Final Approval Order and Judgment and as approved by the Court.

18 4. Each Party shall bear his/its own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 5. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount, Defendant and the other Released Parties shall receive a release from the Participating
22 Class Members of all Released Class Claims. The "Released Class Claims" are all class claims
23 pled or could have been pled based on the factual allegations contained in the Operative
24 Complaint or Plaintiff's Class Action which occurred during the Class Period. Except as expressly
25 set forth in this Agreement, Participating Class Members do not release any other claims, and
26 expressly exclude all other claims, including claims for vested benefits, wrongful termination,
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violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Period.

6. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the other Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees of all Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint or Plaintiff's PAGA Action and PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims do not include, and expressly exclude, other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, Plaintiff's Class Action and/or Plaintiff's PAGA Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice ("Plaintiff's Release").

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: _____

HONORABLE ROBERT LONGSTRETH
JUDGE OF THE SUPERIOR COURT

FINAL APPROVAL ORDER AND JUDGMENT