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ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

03/27/2023 at 02:11:21 PM

Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

FILED
Clerk of the Superior Court

APR 21 2023

By: B. Orihuela, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JOSE CAMPOS, individually and on behalf of all
individuals similarly situated,

Plaintiff,

vs.

SUPERIOR AUTO DETAIL AND
RECONDITIONING, a California corporation;
NANCY VENEGAS, an individual; and DOES
1-25, inclusive,

Defendants.

CASE NO. 37-2021-00031828-CU-OE-CTL

*[Assigned for all purposes to Hon. Kenneth J.
Medel, Dept C-66]*

CLASS ACTION

**[PROPOSED] FINAL JUDGMENT AND
ORDER**

Date: April 21, 2023

Time: 9:30 a.m.

Dept.: C-66

Complaint Filed: July 26, 2021

Trial Date: None Set

1 **~~[PROPOSED]~~ FINAL JUDGMENT AND ORDER**

2 A. The Parties to this Action reached a tentative Settlement and, subsequently,
3 submitted a Settlement Agreement and supporting papers. On December 15, 2022, the Court
4 preliminarily approved the proposed Settlement. The Court directed the Parties to provide notice
5 of the proposed Settlement to the potential Class Members and scheduled a further hearing to
6 determine whether the proposed Settlement, request for Plaintiffs' Attorneys' Fees and Plaintiffs'
7 Expenses, and Plaintiff's Enhancement Award are fair, reasonable, and adequate.

8 B. On April 21, 2023, the Court held the Final Settlement Hearing to determine: (i)
9 whether the Action should be finally certified as a class action solely and exclusively for
10 settlement purposes; (ii) whether the proposed Settlement should be given final approval as fair,
11 reasonable and adequate and in the best interests of each of the Parties and the Settlement Class
12 Members; (iii) whether a final judgment should be entered as required by the Settlement; (iv)
13 whether the Settlement Class Members should be bound by the Class Release set forth in the
14 Settlement; (v) whether a Class Representative Service award should be made to Plaintiff as set
15 forth in paragraph 3.2.1 of the Settlement; (vi) the amount of Plaintiff's Attorneys' award of
16 Plaintiff's Attorneys' Fees not to exceed \$208,312.50, with the reasonable expenses not to exceed
17 \$15,000; and (vii) any other matter that may be relevant to the Settlement. Young W. Ryu of
18 LOYR, APC appeared for Plaintiff Jose Campos and the Class. Elyssa K. Kulas of Ferris &
19 Britton, APC, appeared for Defendants Superior Auto Detail and Reconditiong and Nancy
20 Venegas ("Defendants").

21 C. No Class Members requested exclusion from the Settlement Class, and no
22 objections were filed with respect to the proposed Settlement.

23 D. After reviewing the pleadings and evidence filed in support of the request for final
24 approval of the Settlement and the requests for awards of Plaintiff's Attorneys' Fees, Plaintiff's
25 Expenses and the Class Representative Enhancement, and hearing the attorneys for the Parties, the
26 Court finds, and

27 ///

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1 IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

2 1. The Court has personal jurisdiction over all Settlement Class Members and
3 Defendants, and the Court has subject matter jurisdiction to approve the Settlement (including all
4 Exhibits thereto).

5 2. The Settlement terms, as reflected in the Settlement Agreement, including the
6 definitions applicable to the Settlement, is incorporated by reference into this Final Judgment.

7 3. The Court finds that the Settlement was reached after arm's-length negotiations
8 between the Parties, including full-day mediation session before an impartial, respected and
9 experienced mediator; the proposed Settlement was concluded only after counsel for the Parties
10 had conducted adequate discovery and investigation; and the Settlement of the Action, as
11 embodied in the terms of the Settlement, is finally approved as fair, reasonable, adequate and
12 consistent and in compliance with all applicable requirements of the California Code of Civil
13 Procedure, the California and United States Constitutions (including the due process clauses), the
14 California Rules of Court and any other applicable law, and in the best interests of the Parties and
15 the Class Members.

16 4. Solely for the purpose of Settlement, the Court finally certifies the following Class:

17 The Class:

18 All individuals who have been, or currently are, employed by Defendants in California as
19 non-exempt employees during the Class Period, which is from July 26, 2017, up to and including
20 December 15, 2022. Excluded from the Class are employees who work only administrative and/or
21 managerial functions as exempt employees.

22 5. The above Class is certified for settlement purposes only, and the certification
23 should not be construed as an admission by Defendants with respect to any of the allegations made
24 against them in this Action by or on behalf of the members of the Settlement Class.

25 6. The Court appoints Plaintiff Jose Campos as Class Representative.

26 7. The Court appoints Young W. Ryu of LOYR, APC as counsel for the Class.

27 8. The Court appoints Simpluris as Claims Administrator.
28

1 9. The Court finds that:

2 a. the above-described Class contains members so numerous that the joinder
3 of all of them is impracticable;

4 b. there are questions of law or fact common to the above-described Class;

5 c. the claims of the Class Representative are typical of the claims of the Class
6 that Plaintiff seeks to represent; and

7 d. the Class Representative and Plaintiff's Attorneys have fairly and
8 adequately protected the interests of the above-described Class.

9 10. The Parties and their counsel are ordered to implement and to consummate the
10 Settlement according to its terms and provisions.

11 11. The Notice and the notice methodology implemented pursuant to the Settlement (i)
12 constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under
13 the circumstances, to apprise Class Members of the pendency of the Action, their right to object to
14 or exclude themselves from the proposed Settlement and their right to appear at the Final
15 Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all
16 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code
17 of Civil Procedure, the California and United States Constitutions (including the Due Process
18 Clause), the California Rules of Court and any other applicable law.

19 12. The terms of the Settlement and this Final Judgment are binding on Plaintiff and all
20 other Settlement Class Members, as well as their heirs, executors and administrators, successors
21 and assigns, and those terms shall have *res judicata*, collateral estoppel and all other preclusive
22 effect in all pending and future claims, lawsuits or other proceedings, including all forms of
23 alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those
24 claims, lawsuits or other proceedings involve matters that have been raised in this Action as
25 provided by the Settlement.

26 13. Pursuant to paragraph 6.2 of the Settlement, Plaintiff and all Settlement Class
27 Members are deemed to have conclusively released Defendants from (i) all claims that were
28 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the

1 Operative Complaint, PAGA Notice or Amended PAGA Notice; and ascertained in the course of
2 the Action, including any and all claims involving any alleged failure to compensate for all hours
3 worked; alleged failure to pay penalties for missed meal and rest breaks; alleged failure to pay
4 minimum wages; failure to pay overtime wages; alleged failure to furnish accurate, itemized
5 wage statements; alleged failure to pay compensation upon termination of employment; alleged
6 violation of Labor Code section 2698, et seq. ("PAGA"); alleged violation of California's unfair
7 business practices and unfair competition laws; alleged violation of inspection of personnel and
8 payroll records; alleged violation of the California Industrial Welfare Commission's ("IWC")
9 Wage Orders; alleged violation of the California Labor Code sections 200, 201, 202, 203, 204,
10 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171,
11 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1 and/or 1198.5; (ii) any and all
12 claims that could have been asserted based on the facts alleged in the Operative Complaint,
13 PAGA Notice, or Amended PAGA Notice; (iii) any and all claims which were asserted leading
14 up to and during mediation; (iv) and any damages, premiums, penalties, liquidated damages,
15 interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or
16 accounting based on the Operative Complaint, PAGA Notice, or Amended PAGA Notice and
17 which occurred during the Class Period. The State of California and Eligible Aggrieved
18 Employees release and are forever barred from the Released PAGA Claims. Such release of
19 claims is effective as of Defendants fully funding the entire Gross Settlement Amount. The Class
20 Representative additionally will be deemed to have waived his rights under California Civil Code
21 section 1542.

22 14. Plaintiff and all Settlement Class Members and any person or entity acting on their
23 behalf, are permanently barred and enjoined from (i) filing, commencing, prosecuting, intervening
24 in, participating in (as class members or otherwise), or receiving any benefits or other relief from,
25 any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other
26 proceeding or order in any jurisdiction based on the Settlement Class Released Claims in this
27 Action; and (ii) organizing such nonexcluded Class Members into a separate class for purposes of
28 pursuing as a purported class action (including by seeking to amend a pending complaint to

1 include class allegations, or by seeking class certification in a pending action) any lawsuit based
2 on the Settlement Class Released Claims in this Action.

3 15. The Parties are authorized, without further approval from the Court, to agree to and
4 to adopt such amendments, modifications and expansions of the Settlement and all exhibits
5 attached thereto which (i) are consistent with this Final Judgment, and (ii) do not limit the rights of
6 Class Members under the Settlement.

7 16. The Court grants a Class Representative Service award of Five Thousand Dollars
8 (\$5,000) to Plaintiff Jose Campos. This request is justified in light of the following facts: (1)
9 Plaintiff spent numerous hours conferring with the Plaintiff's Attorneys, reviewing documents,
10 gathering evidence, formulating discovery requests, and preparing for mediation; (2) Plaintiff's
11 efforts resulted in a favorable result for the Class; and (3) Defendant do not oppose the request.
12 The Class Representative Enhancement will be paid to Plaintiff in accordance with the terms of
13 the Settlement.

14 17. The Court grants Plaintiff's Attorneys' request for an award of Plaintiff's
15 Attorneys' Fees in the amount of \$208,312.50, and \$13,176.60 for Plaintiff's Expenses. Plaintiff's
16 Attorneys' request for an award of reasonable attorneys' fees and costs is justified in light of the
17 following facts: (1) Plaintiff's Attorneys vigorously prosecuted this case and achieved a favorable
18 result for the Class; (2) the legal issues were novel and complex; (3) Defendants do not oppose the
19 request; and (4) such other bases as offered by Plaintiff's Attorneys. The attorneys' fees and costs
20 shall be paid by Defendants in accordance with the terms of the Settlement.

21 18. Without affecting the finality of the Final Judgment, the Court shall retain
22 continuing jurisdiction over the Action, and the Parties and Settlement Class, and the
23 administration and enforcement of the Settlement. Any disputes or controversies arising with
24 respect to the enforcement or implementation of the Settlement shall be presented by motion to the
25 Court; provided however, that nothing in this paragraph shall restrict the ability of the Parties to
26 exercise their rights hereunder.

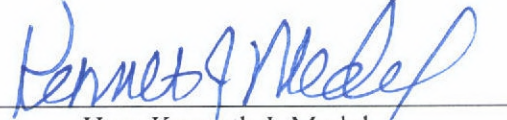
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1 19. The Court set a non-appearance case review date for submission of a final report
2 summarizing all distributions made pursuant to the approved settlement on 8/25/23 at 9:15 am.

3
4 IT IS SO ORDERED.

5 Dated: 4.21, 2023



Hon. Kenneth J. Medel
Judge of the Superior Court

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached ____.

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

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

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PROOF OF SERVICE

I am employed in the aforesaid county, State of California. I am over the age of 18 years and not a party to the within action. My business address is **1055 West 7th Street, Suite 2290, Los Angeles, CA 90017.**

On May 1, 2023, I served the following document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on the interested parties in this action, addressed as follows:

FERRIS & BRITTON

Attorneys for Defendants

A Professional Corporation

Michael R. Weinstein

mweinstein@ferrisbritton.com

Scott H. Toothacre

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501 West Broadway, Suite 1450

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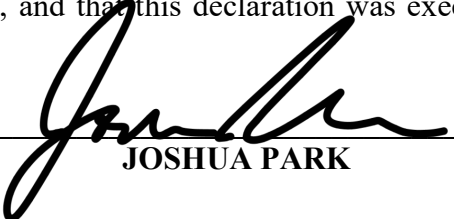
(X) **(BY ELECTRONIC SERVICE)** My electronic service address is joshua.park@loywr.com. Pursuant to California Code of Civil Procedure section 1010.6 and California Rules of Court, rule 2.251, I served the foregoing document on the interested party at the electronic service addresses (e-mail addresses) listed above.

STATE OF CALIFORNIA

LABOR AND WORKFORCE DEVELOPMENT AGENCY (LWDA)

(X) **(BY ELECTRONIC SERVICE)** I served the foregoing document to the LWDA by uploading the foregoing documents on the LWDA Website (<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 1, 2023, in Los Angeles, California.



JOSHUA PARK