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Attorneys for Plaintiff
FELICIA SAUL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

FELICIA SAUL, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

RELIABLE PARTES, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.:34-2021-00304950-CU-OE-GDS

*Assigned for All Purposes to: Hon. Lauri A.
Damrell, Dept. 28*

NOTICE OF ENTRY OF ORDER

Complaint Filed: July 26, 2021
Trial Date: Not Set

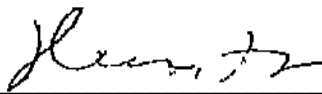
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on August 18, 2023, the Honorable Lauri A. Damrell, in
3 Department 28 in the above-entitled Court, located at 720 Ninth Street, Sacramento, California
4 95814-1380, granted the Motion for Final Approval of Class Action and PAGA Settlement.
5 Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment re:
6 Motion for Final Approval of Class Action and PAGA Settlement, dated August 18, 2023.

7
8 Plaintiff, as the moving party, was ordered to give notice.

9
10 Dated: August 25, 2023

PROTECTION LAW GROUP, LLP

11
12 By: 

13 Heather Davis
14 Amir Nayebdadash
15 *Attorneys for Plaintiff*
16 FELICIA SAUL
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EXHIBIT A

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17 Attorneys for Plaintiff
18 FELICIA SAUL

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF SACRAMENTO

21 FELICIA SAUL, individually, and on behalf
22 of other members of the general public
23 similarly situated;

24 Plaintiff,

25 vs.

26 RELIABLE PARTES, INC., an unknown
27 business entity; and DOES 1 through 100,
28 inclusive,

Defendants.

Case No.:34-2021-00304950-CU-OE-GDS

Assigned for All Purposes to the Hon: Lauri A.
Damrell, Dept. 28

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT

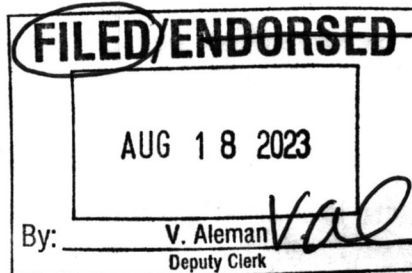
Hearing Date: August 18, 2023

Hearing Time: 9:00 a.m.

Dept.: 28

Action Filed: July 26, 2021

Trial Date: None Set



BY FAX

[PROPOSED] FINAL ORDER AND JUDGMENT



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

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on August 18, 2023, for a hearing and Final Order Approving Class Action Settlement and
4 Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary
5 Approval Order"), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 (hereinafter "Settlement Agreement" or "Settlement"), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff FELICIA SAUL's Motion for Final Approval of
12 Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. Consistent with the definitions provided in the Settlement Agreement, the terms
16 "Class" and "Class Members" shall mean the following: "All current and former hourly-paid,
17 non-exempt employees of Defendant Reliable Parts, Inc. who were employed by Defendant
18 Reliable Parts, Inc. in the state of California at any time from July 26, 2017 through June 14,
19 2022."

20 4. Consistent with the definitions provided in the Settlement Agreement, the term
21 "PAGA Members" shall mean the following: "All current and former non-exempt employees of
22 Defendant Reliable Parts, Inc. who were employed by Defendant Reliable Parts, Inc. in the state
23 of California at any time from July 15, 2021 through June 14, 2022."

24 5. This Court has jurisdiction over the subject matter of the Action and over all
25 Parties to the Action, including all Class Members and PAGA Members.

26 6. Distribution of the Class Notice directed to the Class Members as set forth in the
27 Settlement Agreement and the other matters set forth therein has been completed in conformity
28 with the Preliminary Approval Order, including individual notice to all Class Members who could

1 be identified through reasonable effort, and the best notice practicable under the circumstances.
2 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
3 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
4 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
5 All Class Members and all Released Class Claims are covered by and included within the
6 Settlement and this Final Order.

7 7. The Court hereby finds the Settlement Agreement was entered into in good faith
8 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
9 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
10 satisfied the standards and applicable requirements for final approval of this class action
11 settlement under California law, including the provisions of California Code of Civil Procedure
12 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
13 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

14 8. The Court hereby confirms Protection Law Group, LLP and Lawyers for Justice,
15 PC as Class Counsel.

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

27 10. According to the terms of the Settlement Agreement, upon the complete funding
28 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant

1 RELIABLE PARTS, INC. ("Defendant"), Plaintiff and all Participating Class Members shall
2 fully release and discharge Defendant, together with its past, present, and/or future, direct and/or
3 indirect officers, directors, members, managers, employees, agents, representatives, attorneys,
4 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
5 affiliates, divisions, predecessors, assigns, and joint venturers (the "Released Parties") from any
6 and all claims, actions, or causes of action alleged in the operative Complaint, or that could have
7 been alleged or raised in the operative Complaint based upon or arising out of the facts alleged
8 therein, during the Class Period including the following claims: (i) failure to pay all regular wages,
9 minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in
10 lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to
11 reimburse necessary business expenses; (v) failure to provide complete, accurate wage
12 statements; (vi) failure to pay wages timely at time of termination or resignation; and (vii) unfair
13 business practices that could have been premised on the claims, causes of action or legal theories
14 of relief described above or any of the claims, causes of action or legal theories of relief pleaded
15 in the operative Complaint (collectively the "Released Class Claims"), for the Class Period (*i.e.*,
16 the period between July 26, 2017 and June 14, 2022). This release shall be binding on all
17 Participating Class Members.

18 11. Upon the complete funding of the Gross Settlement Amount and all applicable
19 employer-side payroll taxes by Defendant, the California Labor Workforce and Development
20 Agency ("LWDA"), and the State of California, through Plaintiff Felicia Saul as its agent and/or
21 proxy, shall release and discharge the Released Parties from any and all claims for civil penalties
22 under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that could
23 have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in
24 the operative Complaint (the "Released PAGA Claims") for the PAGA Period (*i.e.*, the period
25 between July 15, 2021 and June 14, 2022).

26 12. Named Plaintiff Felicia Saul, for herself only, also fully releases the Released
27 Parties from any and all Released Class Claims and Released PAGA Claims and also generally
28 releases and discharges the Released Parties from any and all claims, demands, obligations, causes

1 of action, rights, or liabilities of any kind which have been or could have been asserted against
2 the Released Parties arising out of or relating to her employment by Defendant or termination
3 thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
4 defamation, discrimination, harassment or wrongful termination of employment. This release is
5 intended to be interpreted broadly and specifically includes any and all claims, demands,
6 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees
7 and costs (except provided by the Settlement Agreement) relating to or in any way connected
8 with the matters referred to herein, whether or not known or suspected to exist, and whether or
9 not specifically or particularly described herein. Specifically, Plaintiff Felicia Saul, waives all
10 rights and benefits afforded by California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
15 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
16 DEBTOR OR RELEASED PARTY.

17 This release specifically excludes claims for unemployment insurance, disability, social
18 security, and workers compensation (with the exception of claims arising pursuant to California
19 Labor Code Sections 132(a) and 4553).

20 13. No Class Member objected to the terms of the Settlement.

21 14. No Class Members requested to be excluded from the terms of the class settlement,
22 *i.e.*, the settlement of the Released Class Claims. Accordingly, 138 Participating Class Members
23 are bound by this Judgment as it pertains to the class settlement, *i.e.*, the settlement of the Released
24 Class Claims.

25 15. The Court finds the settlement payments provided for under the Settlement
26 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
27 the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of
28 \$600,000.00 as set forth in the Settlement Agreement to provide payments for Individual

1 Settlement Payments to all Participating Class Members and all PAGA Members, the PAGA
2 Penalties to the LWDA pursuant to Labor Code Section 2698, *et seq.*, the Class Representative
3 Enhancement Payment to Plaintiff, Class Counsel's Fees and Costs, and the Settlement
4 Administrator's Costs. The calculations and the payments shall be administered in accordance
5 with the terms of the Settlement Agreement.

6 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
7 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
8 Fee Award in the amount of thirty-five percent (35%) from the Gross Settlement Amount
9 (\$210,000.00) and attorneys' Cost Award in the amount of \$20,232.96 from the Gross Settlement
10 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
11 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
12 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph
13 shall be administered pursuant to the terms of the Settlement Agreement.

14 17. The Court hereby approves and orders a Class Representative Enhancement
15 Payment of \$7,500.00 to named Plaintiff Felicia Saul from the Gross Settlement Amount in
16 accordance with the terms of the Settlement Agreement.

17 18. The Court finds and determines that the resolution of the Released PAGA Claims
18 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
19 orders the payment in the amount of \$37,500.00 (75% of \$50,000.00) from the Gross Settlement
20 Amount to the LWDA for penalties arising under the PAGA. The remaining \$12,500.00 (25% of
21 \$50,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

22 19. The Court also hereby approves and orders payment from the Gross Settlement
23 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
24 Phoenix Settlement Administrators, in the amount of \$7,990.00.

25 20. The Court hereby approves and orders that payments be made from the Net
26 Settlement Amount to the Participating Class Members on a *pro rata* basis and to PAGA Members
27 eligible to receive from the employee portion of the PAGA Payment on a *pro rata* basis as set
28 forth in the Settlement Agreement (together, "Individual Settlement Payments").

1 21. The Court also hereby approves and orders that any Settlement Checks distributed
2 from the Gross Settlement Amount, to Participating Class Members and/or PAGA Members, that
3 remain un-cashed after one hundred and eighty (180) calendar days after being issued will be
4 transferred to the California State Controller's Office pursuant to California Civil Code § 1500
5 and held in trust for such Participating Class Members and/or PAGA Members. As such, no
6 "unpaid residue" under California Code of Civil Procedure section 384 will result from the
7 Settlement.

8 22. Provided the Settlement becomes effective under the terms of the Settlement
9 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
10 Individual Settlement Payments, Attorneys' Fees and Costs, and Class Representative Incentive
11 Payments is as set forth in the Settlement Agreement.

12 23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
13 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
14 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
15 Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and
16 specifically denies it has violated any federal, state, or local law; violated any regulations or
17 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
18 requirements; breached any contract; violated or breached any duty; engaged in any
19 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
20 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
21 nor any of the negotiations connected with it, shall be construed as an admission or concession by
22 Defendant of any such violations or failure to comply with any applicable law. Except as
23 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
24 Agreement and its terms and provisions shall not be offered or received as evidence in any action
25 or proceeding to establish any liability or admission on the part of Defendant or to establish the
26 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
27 local or other applicable law.

28 24. Without affecting the finality of this Judgment, the Court shall retain continuing

1 jurisdiction over the Action and the Parties, including all Class Members, and over all matters
2 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
3 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
4 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
5 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
6 shall be presented to the Court for resolution.

7 25. A Non-Appearance Case Review hearing on the Distribution of Settlement Funds
8 is set for April 11, 2024 at 1:30 a.m./p.m. in Department 28 to confirm the full
9 administration of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the
10 Settlement Funds no later than 15 days prior, which shall include the total amount of
11 funds to be paid to the Participating Class Members pursuant to the Settlement.

12 26. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
13 to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
14 Settlement. The Court finds and determines that the notice of the Settlement complied with the
15 statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of Judgment
16 including Notice to the LWDA.

17 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

18
19 DATED: 8/18/23



20 
21 HON. LAURI A. DAMRELL
22 JUDGE OF THE SUPERIOR COURT

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LAURI A. DAMRELL