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Attorneys for Plaintiffs
HENRY PEREZ and HENRY JOHNNY PEREZ III

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HENRY PEREZ, HENRY JOHNNY PEREZ
III, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act ;

Plaintiffs,

vs.

MONRO, INC., an unknown business entity;
MONRO HOLDINGS, LLC, an unknown
business entity; MNRO HOLDINGS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09582

*Assigned for All Purposes to: Hon. Elihu M.
Berle, Dept. 6*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: March 11, 2021
Jury Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on May 15, 2024, the Honorable Elihu M. Berle, in
3 Department 6 in the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California
4 90012, executed the Proposed Amended Final Judgment and Order Granting Motion for Final
5 Approval of Class Action and PAGA Settlement. Attached hereto as **Exhibit A** is a true and
6 correct copy of the Order which was executed and filed on May 15, 2024.

7
8 Dated: May 17, 2024

PROTECTION LAW GROUP, LLP

9
10 By: _____


11 Heather Davis
12 Amir Nayebdadash
13 Priscilla Gamino
14 *Attorneys for Plaintiffs*
15 HENRY PEREZ and HENRY PEREZ III
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Exhibit A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET**

HENRY PEREZ, HENRY JOHNNY PEREZ
III, individually, and on behalf of other
members of the general public similarly situated
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

MONRO, INC., an unknown business entity;
MONRO HOLDINGS, LLC, an unknown
business entity; MNRO HOLDINGS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

05/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

Case No.: 21STCV09582

*Assigned for All Purposes to: Hon. Elihu
M. Berle, Dept. 6*

**[PROPOSED] AMENDED FINAL
JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: May 9, 2024
Hearing Time: 10:00 a.m.
Department: 6

Complaint Filed: March 11, 2021
Trial Date: None Set

~~PROPOSED~~ ORDER

The above-referenced Class and PAGA Action (“Action”) having come before the Court on May 9, 2024, for a hearing and Final Order Approving Class Action Settlement and Judgment (“Final Order”), consistent with the Court’s Amended Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), and as set forth in the Class Action and PAGA Settlement Agreement (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiffs HENRY PEREZ, JR.’s and HENRY JOHNNY PEREZ III’s (collectively “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement.

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

3. Consistent with the definitions provided in the Settlement Agreement, the terms “Class” and “Class Members” shall mean the following: “All current and former hourly-paid, non-exempt employees of Monro, Inc. and/or MNRO Holdings, LLC who were employed in the State of California at any time between May 19, 2019 and April 1, 2023.”

4. Consistent with the definitions provided in the Settlement Agreement, the term “Aggrieved Employee” shall mean the following: “All current and former hourly-paid, non-exempt employees of Monro, Inc. and/or MNRO Holdings, LLC who were employed in the State of California at any time between July 8, 2020 and April 1, 2023.”

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

6. Distribution of the Class Notice directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances.

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

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

13 8. The Court hereby confirms Plaintiffs Henry Perez, Jr. and Henry Johnny Perez III
14 as the Class Representatives.

15 9. The Court hereby confirms Heather Davis, Amir Nayebdadash, and Priscilla
16 Gamino of Protection Law Group, LLP, and Edwin Aiwarzian of Lawyers *for* Justice, PC as Class
17 Counsel in the Action.

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

11. According to the terms of the Settlement Agreement, upon the complete funding

1 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants
2 MONRO, INC. and MNRO HOLDINGS, LLC (erroneously sued as “Monro Holdings, LLC”)
3 (collectively “Defendants”), Plaintiffs and all Participating Class Members on behalf of
4 themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, release Defendants and each of their former and present
6 directors, officers, shareholders, members, owners, managing agents, attorneys, insurers,
7 predecessors, successors, and assigns (collectively the “Released Parties”) from all claims that
8 were alleged in the Operative Complaint in the Action, or that reasonably could have been alleged
9 therein, based on the Class Period facts alleged in the Operative Complaint, including the
10 following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due,
11 in violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and the California
12 Industrial Welfare Commission Wage Orders (“IWC Wage Orders”); (ii) failure to provide meal
13 periods or compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512(a)
14 and the IWC Wage Orders; (iii) failure to provide rest periods or compensation in lieu thereof, in
15 violation of California Labor Code §§ 226.7 and the IWC Wage Orders; (iv) failure to provide
16 complete, accurate wage statements in violation of California Labor Code § 226; (v) failure to
17 pay wages timely at time of termination or resignation in violation of California Labor Code
18 §§201, 202; (vi) failure to reimburse necessary business expenses in violation of California Labor
19 Code §§ 2800 and 2802; (vii) failure to pay wages timely during employment in violation of
20 California Labor Code § 204; (viii) failure to keep requisite payroll records in violation of
21 California Labor Code § 1174; (ix) unfair business practices that could have been premised on
22 the claims, causes of action or legal theories of relief described above or any of the claims, causes
23 of action or legal theories of relief pleaded in the Operative Complaint, in violation of California
24 Business & Professions Code §§17200, *et seq.*; and (x) all available claims for relief based on the
25 foregoing claims, including but not limited to, unpaid wages, premium wages, consequential
26 damages, liquidated damages, penalties, prejudgment interest, attorneys’ fees and costs,
27 injunctive relief, and declaratory relief (collectively the “Released Class Claims”). Participating
28 Class Members do not release any other claims, including claims for vested benefits, wrongful
termination, violation of the California Fair Employment and Housing Act, unemployment

insurance, disability insurance, social security benefits, workers' compensation, or claims based on facts occurring outside the Class Period. The release of the Released Class Claims shall be applicable for the period between May 19, 2019 and April 1, 2023.

12. Upon the complete funding of the Gross Settlement Amount by Defendants, Plaintiffs, the California Labor Workforce and Development Agency ("LWDA"), the State of California, and all Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged in the Operative Complaint, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices, or that reasonably could have been alleged based on the facts therein, for the PAGA Period (July 8, 2020 through April 1, 2023) (the "Released PAGA Claims").

13. Upon the funding of the Gross Settlement Amount, Plaintiffs Henry Perez, Jr. and Henry Johnny Perez III —on behalf of themselves only—release these additional claims: Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release, waive, and discharge Released Parties from and against any and all claims, causes of action, liabilities, damages, or penalties of any kind or nature, in law or equity, whether known or unknown, suspected or unsuspected, that arose from or relate to events, acts, omissions, transactions, or occurrences during the Class Period, including but not limited to: (a) any and all claims that were alleged in the Operative Complaint, or that reasonably could have been alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were alleged in Plaintiffs' PAGA Notices, or that reasonably could have been alleged in the Operative Complaint or Plaintiffs' PAGA Notices based on the facts alleged therein, or claims ascertained by Plaintiffs during the Action and released under the Released Class Claims; and (c) any and all claims, whether in law or equity, for violation of any statute, regulation, or ordinance, breach of any express or implied contract or quasi-contract, or commission of any tort, arising from or related to Plaintiffs' employment with Defendants during the Class Period or Plaintiffs' separation from employment with Defendants ("Plaintiffs'

1 Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement,
2 or to any claims for vested benefits, unemployment insurance benefits, disability insurance
3 benefits, social security benefits, workers’ compensation benefits that arose at any time, or claims
4 based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
5 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or
6 believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in
7 all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.
8 For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions,
9 rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

16 14. No Class Member objected to the terms of the Settlement.

17 15. Two Class Members, Daniel Alonso and Fernando Montes Jr., requested to be
18 excluded from the terms of the Settlement. Accordingly, 1,906 Participating Class Members are
19 bound by this Judgment (a 99.90% participation rate).

20 16. The Court finds the settlement payments provided for under the Settlement
21 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
22 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
23 \$1,861,752.98 within thirty (30) calendar days of the Effective Date as set forth in the Settlement
24 Agreement to provide payments for Individual Class Payments to all Participating Class Members
25 and Individual PAGA Payments to all Aggrieved Employees; the PAGA Penalties to the LWDA
26 pursuant to Labor Code Section 2698, *et seq.*; the Class Representative Service Payments to
27 Plaintiffs; Class Counsel’s Fees and Costs; and the Settlement Administrator’s Costs. The
28 calculations and the payments shall be administered in accordance with the terms of the
Settlement Agreement.

1 17. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
2 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
3 Fee Award in the amount of one-third (1/3) from the Gross Settlement Amount (\$620,584.32)
4 and attorneys' Cost Award in the amount of \$28,137.11 from the Gross Settlement Amount as
5 final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
6 and/or owed to Class Counsel and any other person or entity related to the Action. The Court
7 further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
8 administered pursuant to the terms of the Settlement Agreement.

9 18. The Court finds that a service award in the amount of \$15,000.00, consisting of
10 \$7,500.00 to Plaintiff Henry Perez, Jr. and \$7,500.00 to Plaintiff Henry Johnny Perez III, is
11 appropriate for the risks undertaken and service to the Settlement Class and Plaintiffs' General
12 Release of Claims. The Court finds that this award is fair, reasonable, and adequate, and orders
13 that the Settlement Administrator make this payment conformity with the terms of the Settlement.

14 19. The Court finds and determines that the resolution of the Released PAGA Claims
15 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
16 orders the payment in the amount of \$75,000.00 (75% of \$100,000.00) from the Gross Settlement
17 Amount to the LWDA for penalties arising under the PAGA. The remaining \$25,000.00 (25%
18 of \$100,000.00) shall be distributed to Aggrieved Employees as set forth in the Settlement
19 Agreement.

20 20. The Court also hereby approves and orders payment from the Gross Settlement
21 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
22 ILYM Group, Inc., in the amount of \$24,000.00.

23 21. The Court hereby approves and orders payment of individual settlement payments
24 ("Individual Class Payments") from the Net Settlement Amount to the Participating Class
25 Members on a *pro rata* basis as set forth in the Settlement Agreement.

26 22. The Court also hereby approves and orders that any checks distributed from the
27 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
28 days after being issued shall be distributed to the non-profit organization, Legal Services for
Children, pursuant to California Civil Procedure Code § 384.

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

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

25. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over the Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

26. An Order to Show Cause hearing re: Compliance on the Distribution of Settlement Funds is set for January 10, 2025 at 8:30 a.m. in Department 6 to confirm the full administration

1 of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the Settlement
2 Funds no later than December 30, 2024, which shall include the total amount of funds to be paid
3 to the Participating Class Members pursuant to the Settlement.

4 27. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
5 to PAGA, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the
6 Settlement. The Court finds and determines that the notice of the Settlement complied with the
7 statutory requirements of PAGA. Plaintiffs shall file and serve formal notice of Entry of Judgment
8 including Notice to the LWDA.

9
10 **IT IS SO ORDERED.**

11
12 Dated: 05/15/2024



Elihu M. Berle

Elihu M. Berle / Judge

Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT