

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

Attorneys for Plaintiff ALEXANDER CABELLO

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 19 2024

E. Escobedo

SM2
APR 23 2024

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ALEXANDER CABELLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

RANCHO CAR WASH, LLC, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2103709

CLASS AND REPRESENTATIVE ACTION

[Hon. Harold W. Hopp, Dept. 1]

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

[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, and
the Declarations of Kane Moon, Plaintiff, and
Yami Burns]

FINAL APPROVAL HEARING:

Date: April 18, 2024

Time: 8:30 a.m.

Dept.: 1

Action Filed: August 17, 2021

Trial Date: Not set

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT

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

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

3 On December 11, 2023, the Court entered an (Amended) Order Granting Preliminary
4 Approval of Class Action and PAGA Settlement, which granted Plaintiff's Motion for Preliminary
5 Approval of Class and PAGA Action Settlement, conditional class certification, and approval of the
6 Class Notice and accompanying Request for Exclusion and Objection Forms, and set a Final
7 Approval Hearing (the "Preliminary Approval Order") in the above-entitled action (the "Action").
8 The Preliminary Approval Order granted preliminary approval of a settlement of that was reached
9 between Plaintiff Alexander Cabello ("Plaintiff") and Defendant Rancho Car Wash, LLC
10 ("Defendant," and together with Plaintiff, the "Parties"), in accordance with the Parties' Class Action
11 and PAGA Settlement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit**
12 **1** to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary
13 Approval of Class Action and PAGA Settlement that was filed on November 27, 2023, and which,
14 together with the four exhibits and two amendments annexed thereto, set forth the terms and
15 conditions for settlement of the Action.

16 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
17 Settlement, including a motion for Class Counsel Fees and Litigation Expenses Payments, Class
18 Representative Service Payment, Administrator Expenses Payment, and PAGA Penalties Payment,
19 and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class
20 Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order
21 and Judgment.

22 Due and adequate notice having been given to Class Members, and the Court having reviewed
23 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
24 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
25 any oral argument, and good cause appearing,

26 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

27 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all terms
28 and definitions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval came before Department 1 of this Court, the Honorable Harold W. Hopp presiding, on April 18, 2024.

3. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the settlement amount offered; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of any Objections to the Settlement and only two Requests for Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

4. The Court certifies, for settlement purposes only, the following Class (the "Settlement Class"): All persons who worked for Defendant in California as an hourly paid, non-exempt employee during the Class Period. The "Class Period" mean July 3, 2020 to November 14, 2022. Excluded from the Settlement Class are all Class Members who opted out of the Settlement by sending the Administrator a valid and timely Request for Exclusion Form ("Non-Participating Class Members").

5. The deadline to submit a Request for Exclusion Form or Objection Form was April 8, 2024. Only two Request for Exclusion Forms were received, for the following individuals: Xavier Licon and Santiago Nieto. Accordingly, these individuals are excluded from the Settlement Class.

6. All other Class Members who did not submit a valid and timely Request for Exclusion Form had an opportunity to object to the Settlement. No Objection Forms were received.

7. The Court-approved Notice of Class Action Settlement Affecting Your Rights, Request for Exclusion Form, and Objection Form (collectively, "Class Notice"), which were attached to the Preliminary Approval Order as **Exhibits A-C** and provided to Class Members pursuant to the

1 plan for distribution described under the Settlement, conformed with the requirements of California
2 Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances,
3 by providing individual and adequate notice of the proceedings and of the matters set forth therein to
4 Class Members. The Class Notice fully satisfied the requirements of due process and provided the
5 Class Members with adequate instructions and a variety of means to obtain additional information.

6 8. A full opportunity has been afforded to Class Members to participate in the Final
7 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
8 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
9 themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that
10 all Class Members who did not submit a valid and timely Request for Exclusion from the Settlement
11 (“Participating Class Members”) are bound by this Final Approval Order and Judgment.

12 9. Release of Claims. Effective on the date when Defendant fully funds the entire Gross
13 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, the following releases of claims will apply:

15 a. Released Parties. Pursuant to the Parties’ Further Amendment to Class Action and
16 PAGA Settlement Agreement, the “Released Parties” means as follows: Defendant,
17 together with its officers, directors, employees, and agents.

18 b. Plaintiff’s Release.

19 1) Scope of Plaintiff’s Release. Plaintiff and his respective former and present
20 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
21 assigns generally, release and discharge Released Parties from all claims,
22 transactions, or occurrences that occurred during the Class Period, including, but
23 not limited to all claims, demands, rights, liabilities and causes of action of every
24 nature and description whatsoever, known or unknown, asserted or that might have
25 been asserted, whether in tort, contract, or for violation of any state or federal
26 statute, rule or regulation arising out of, relating to, or in connection with any act or
27 omission by or on the part of any of the Released Parties arising out of, based upon,
28 or relating to Class Representative’s employment with Defendant or the

1 remuneration for or termination of such employment committed or omitted prior to
2 the execution of this Agreement. ("Plaintiff's Release.") Plaintiff's Release does
3 not extend to any claims or actions to enforce this Agreement, or to any claims for
4 vested benefits, unemployment benefits, disability benefits, social security benefits,
5 workers' compensation benefits that arose at any time. Plaintiff acknowledges that
6 Plaintiff may discover facts or law different from, or in addition to, the facts or law
7 that Plaintiff now knows or believes to be true but agrees, nonetheless, that
8 Plaintiff's Release shall be and remain effective in all respects, notwithstanding
9 such different or additional facts or Plaintiff's discovery of them.

10 2) Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes
11 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
12 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
13 reads:

14 A general release does not extend to claims which the creditor or releasing
15 party does not know or suspect to exist in his or her favor at the time of
executing the release, which if known by him or her must have materially
affected his or her settlement with the debtor or released party.

16 c. Released Class Claims. Pursuant to the Parties' Further Amendment to Class Action
17 and PAGA Settlement Agreement, Participating Class Members release claims as
18 follows: All Participating Class Members shall release the Released Parties from the
19 claims stated in the Operative Complaint¹ and those based solely upon the facts
20 alleged in the Operative Complaint for liability that arose during the Class Period,
21 including, but not limited to, all claims under the California Labor Code as alleged in
22 the Action, including violations for meal periods, rest periods, unpaid overtime and
23 minimum wages, timely payment of wages, wage statements, waiting time penalties,
24 unreimbursed business expenses, and violations of California Unfair Competition
25 Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) or other remuneration whether sought
26 under statute, tort, contract, or as an unfair business practice as well as claims under
27

28 ¹ The "Operative Complaint" is Plaintiff's Second Amended Class and Representative Action
Complaint filed in this Action on April 14, 2023. (Settlement, ¶ 2.1.)

1 the California Labor Code sections 96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203,
2 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212,
3 213(d), 221, 222, 222.5, 223, 224, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2,
4 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b),
5 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
6 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025,
7 1026, 1101, 1102, 1102.5, 1153, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198,
8 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
9 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392,
10 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
11 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771,
12 1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2800, 2801, 2802,
13 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7 (the “Released Class Claims”).
14 Participating Class Members do not release any other claims, including claims for
15 vested benefits, wrongful termination, violation of the Fair Employment and Housing
16 Act, unemployment insurance, disability, social security, workers’ compensation, or
17 claims based on facts occurring outside the Class Period. The Released Class Claims
18 only cover the Class Period, meaning the time period of July 3, 2020 to November
19 14, 2022. Any Class Member who does not request exclusion by the Response
20 Deadline will be considered to have accepted this release and to have waived any and
21 all of the Released Class Claims against the Released Parties.

- 22 d. Released PAGA Claims. Pursuant to the Parties’ Further Amendment to Class Action
23 and PAGA Settlement Agreement, PAGA claims are released as follows: Plaintiff
24 and the LWDA shall release the Released Parties for liability that arose during the
25 PAGA Period, including the claims for PAGA penalties described in the Amended
26 PAGA Notice that Plaintiff sent to the LWDA on November 7, 2022 (attached to the
27 Settlement Agreement as **Exhibit B**), and only to the extent those claims were alleged
28 in the Operative Complaint (the “Released PAGA Claims”). The Released PAGA

1 Claims only cover the PAGA Period, meaning the time period of July 3, 2020 to
2 November 14, 2022. Plaintiff does not release any other Aggrieved Employee's
3 PAGA claims.

4 10. Notwithstanding this Judgment, Class Members shall not be exposed to a potential
5 contempt charge and are not barred or otherwise enjoined from prosecuting the released claims.

6 11. Class Members shall be deemed to have agreed not to sue on any released claims, or
7 any other provision that may expose Class Members to potential liability for either breach of contract
8 or misrepresentation.

9 12. The Parties shall bear their own respective attorneys' fees and costs, except as
10 otherwise provided for in the Settlement and approved by the Court.

11 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
12 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
13 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. The
14 Court thus authorizes the Administrator to calculate and pay individual settlement shares in
15 accordance with the terms of the Settlement.

16 14. Defendant is ordered to fully fund the Gross Settlement Amount (\$297,500.00), and
17 also the amounts necessary for Defendant's share of Employer Taxes owed on the Wage Portions of
18 the Individual Class Payments, by transmitting the funds to the Administrator within one (1) year in
19 twelve (12) equal monthly installment payments from the Effective Date, as that term is defined
20 under the Settlement.

21 15. Within fourteen (14) calendar days of Defendant having fully funded the Gross
22 Settlement Amount, the Administrator shall mail all distribution checks to Class Members via First
23 Class U.S. Mail, postage prepaid.

24 16. Each envelope transmitting a settlement distribution to a Class Member shall bear the
25 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Checks shall be
26 negotiable for at least 90 days but not more than 180 days from the date of mailing. The Administrator
27 shall mail a reminder postcard to any Class Member whose check has not been negotiated within 60
28 days after the date of mailing. If any Class Members are current employees of Defendant and those

1 Class Members' mailed distribution is returned to the Administrator as being undeliverable, and if
2 the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with
3 Defendant to have those distributions delivered to those Class Members at their place of employment.

4 17. Following the expiration of the 180-day check-cashing deadline, should there be
5 uncashed checks, the Administrator shall cancel those checks and transmit the funds to the California
6 Controller's Unclaimed Property Fund in the name of each Class Member who failed to cash their
7 check prior to the void date, thereby leaving no "unpaid residue" subject to the requirements of
8 California Code of Civil Procedure section 384(b).

9 18. A total amount of \$30,000.00 shall be allocated as "PAGA Penalties," payable from
10 the Gross Settlement Amount, distributed as follows: 75% (**\$22,500.00**) to the California Labor and
11 Workforce Development Agency (the "LWDA") (the "LWDA PAGA Penalty Payment"), and 25%
12 (**\$7,500.00**) to Aggrieved Employees in Individual PAGA Payments. The LWDA's claims for the
13 PAGA Released Claims are hereby extinguished.

14 19. The Court confirms the appointment of Plaintiff as the Class Representative, for
15 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Class
16 Member, the Court approves and orders a service payment in the amount of **\$5,000.00** (the "Class
17 Representative Service Payment"), payable from the Gross Settlement Amount, to Plaintiff for his
18 role and service in this Action, the risks and work attendant to that role, and his general release of
19 claims and waiver of section 1542 rights.

20 20. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
21 Mikat-Stevens of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are
22 experienced in wage and hour class action litigation, have no apparent conflicts of interest with
23 Plaintiff, other Class Members, or the Administrator, and have adequately represented Class interests.
24 The Court approves and orders the following payments to Class Counsel, payable from the Gross
25 Settlement Amount: **\$99,166.67** for reasonable attorneys' fees ("Class Counsel Fees Payment"), and
26 **\$21,613.66**, for reimbursement of out-of-pocket costs ("Class Counsel Litigation Expenses
27 Payment"). The Court finds that these amounts are reasonable considering the benefits provided to
28 the Class.

1 21. The Court confirms the appointment of Phoenix Class Action Administration
2 Solutions as the Administrator, who has fulfilled its initial notice and reporting duties. The Court
3 approves and orders the payment of **\$7,500.00** ("Administrator Expenses Payment"), payable from
4 the Gross Settlement Amount, to the Administrator for its settlement administration services.

5 22. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
6 Order and Judgment, and any amended judgment, will be given to Class Members by the
7 Administrator, who will post a copy of this Final Approval Order and Judgment on a website
8 maintained by the Administrator, the address of which was provided to Class Members in the Class
9 Notice, for no less than ninety (90) days following entry thereof.

10 23. This Final Approval Order and Judgment is intended to be a final disposition of the
11 Action in its entirety and is intended to be immediately appealable.

12 24. The obligations set forth in the Settlement are deemed part of this Final Approval
13 Order and Judgment, and the Parties and Administrator are ordered to carry out the Settlement
14 according to its terms and provisions.

15 25. Following entry of this Final Approval Order and Judgment, and without affecting
16 the finality thereof, the Court shall retain continuing jurisdiction over the Parties, Action, and the
17 Settlement solely for purposes of (i) enforcing this Settlement and/or Judgment, (ii) addressing
18 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
19 by law.

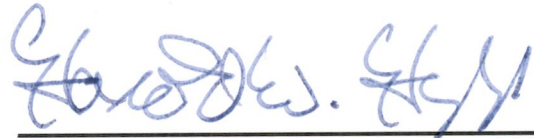
20 26. The Settlement is finally approved but is not an admission by Defendant of the
21 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
22 law. Neither the Settlement nor any related document shall be offered or received in evidence in
23 any civil, criminal, or administrative action or proceeding between Plaintiff and Defendant, other
24 than such proceedings as may be necessary to consummate or enforce the Settlement. The
25 foregoing shall not prevent any third party from offering the Settlement into evidence or otherwise
26 preclude the Settlement's admissibility in litigation involving third parties.

27 27. The Court sets a (Non-Appearance) Compliance Hearing re: Final Report and
28 Distribution on February 19, 2026, at 8:30 a.m. in Department 1. Class Counsel are ordered to file

1 a final report and declaration by the Administrator regarding settlement distribution no later than
2 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
3 Compliance Hearing if the Settlement Administrator's declaration reports that all the distributions
4 under the Settlement are complete.

5 **IT IS SO ORDERED.**

6 DATE: 4/18/24



THE HONORABLE HAROLD W. HOPP
Judge of the Superior Court, Riverside County