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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RITCHIE ROBINSON, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

S T MOLL, INC. DBA INTEGRITY TIRE, a
corporation; BIG BRAND TIRE COMPANY,
INC., a corporation; CHRIS MOLL, an
individual; STEVE MOLL, an individual;
TINA MOLL, an individual; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. CIVSB2129140

[Case Assigned for All Purposes to Hon. David
Cohn in Dept. S-26]

**[PROPOSED] ORDER GRANTING
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT AND JUDGMENT**

Date: January 4, 2023
Time: 1:30 p.m.
Dept.: S-26

Complaint Filed: October 12, 2021
FAC Filed: December 21, 2021
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Pursuant to the joint PAGA Settlement and Release agreement submitted by Plaintiff
3 RITCHIE ROBINSON (“Plaintiff”), on behalf of himself and the people of the State of California
4 and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004,
5 §2699, *et seq.* (“PAGA”) and Defendants S T MOLL, INC. DBA INTEGRITY TIRE, a
6 corporation; BIG BRAND TIRE COMPANY, INC., a corporation; CHRIS MOLL, an individual;
7 STEVE MOLL, an individual; and, TINA MOLL, an individual (collectively, “Defendants”)
8 (collectively “the Parties”) and good cause appearing:

9 Having considered the Parties’ Joint Stipulation, and all legal authorities and documents
10 submitted in support thereof, including the PAGA Settlement and Release agreement
11 (“Settlement Agreement” or “Settlement”), and good cause appearing, IT IS HEREBY
12 ORDERED, ADJUDGED, and DECREED that the Parties’ request is GRANTED, subject to the
13 following findings and orders:

- 14 1) The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement
16 Agreement.
- 17 2) The Court finds the Settlement is fair, reasonable, and adequate. The terms of the
18 Settlement Agreement are hereby approved.
- 19 3) The releases and waivers set forth in the Settlement Agreement for Aggrieved
20 Employees are approved as stated in the Settlement Agreement. By this Order,
21 each Aggrieved Employee shall be deemed to have, and by operation of the Order
22 shall have, fully, finally, and forever released, relinquished, and discharged all
23 Released Claims, as defined in the Settlement Agreement.
- 24 4) The Settlement Agreement and this Order are bonding on and have res judicata
25 preclusive effect in all pending and future lawsuits or other proceedings that
26 encompass the Released Claims and that are maintained by or on behalf of any
27 Aggrieved Employee and/or his/her spouse, heirs, assigns, successors,
28 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,

guardians, personal representatives, and assigns, regardless of whether the Aggrieved Employee previously initiated or subsequently initiates litigation or other proceedings encompassed by the Released Claims, and even if such Aggrieved Employee never received actual notice of the Action or the Settlement.

5) Neither the Settlement Agreement nor the Settlement terms contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (i) is or may be deemed to be or may be used by any Aggrieved Employee as an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any Aggrieved Employee as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

6) The Proposed Notice of Settlement complies with due process and is approved.

7) The Court approves the Maximum Settlement Amount¹ of \$400,000.00.

8) The Court approved the PAGA Penalty Allocation Amount in the amount of \$231,666.67.

9) The Court approves 75% of the PAGA Penalty Allocation Amount be allocated to the LWDA in the amount of \$173,750.00 and 25% to the Aggrieved Employees in the amount of \$57,916.67.

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Settlement.

1 10) The Court approves PAGA Counsel's request for attorneys' fees in the amount of
2 \$133,333.33.

3 11) The Court approves PAGA Counsel's request for reimbursement of litigation
4 costs in the amount of \$10,000.00.

5 12) The Court approved the Service Enhancement of \$5,000.

6 13) The Court approves ILYM Group, Inc. as the Court-appointed Settlement
7 Administrator. ILYM Group, Inc. shall be paid pursuant to the Agreement for the
8 services it provides in administering the Settlement, and the Court approves the
9 settlement administration costs of \$10,000.00. The Parties are to bear their own
10 costs, except as otherwise provided in the Settlement Agreement.

11 14) The Parties are ordered to carry out the terms of the Settlement.

12 15) Pursuant to C.C.P. §664.6, the Court shall have and retain continuing jurisdiction
13 over this action and the Parties and the Aggrieved Employees, including after the
14 entry of this Order, to the fullest extent necessary to interpret, enforce and
15 effectuate the terms and intent of the Settlement Agreement and this Order.

16 16) This document shall constitute a Judgment.

17
18 **IT IS SO ORDERED.**

19
20 DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 San Bernardino Boulevard, Suite 1200, Encino, California 91436.

On December 13, 2022, I served all interested parties in this action the following documents described as: **ORDER GRANTING APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

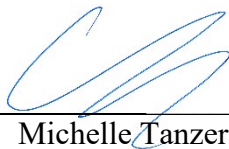
Terence Greene
Ross Poole
tgreene@DelmoreGreene.com
rpoole@DelmoreGreene.co
DELMORE GREENE
One America Plaza
600 West Broadway, Suite 400
San Diego, CA 92101

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (BY ELECTRONIC SERVICE): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 13, 2022, at Encino, California.



Michelle Tanzer