

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ARTHUR LAWS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

LUX BUS AMERICA CO., a California
corporation,

Defendants.

Case No.: 30-2021-01222521-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

Assigned For All Purposes to Honorable
Melissa R. McCormick, Dept CX104

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

Action Filed: September 20, 2021
FAC Filed: December 9, 2021

1 The Court issued an Order Granting Preliminary Approval of Class and PAGA Action
2 Settlement on February 29, 2024. Plaintiff now seeks an Order and Judgment of Final Approval of
3 the Joint Stipulation for Settlement, and First and Second Amendment to the Joint Stipulation for
4 Settlement (“Settlement” or “Agreement”) between Plaintiff and Lux Bus America Co.,
5 (“Defendant”).

6 The Court, having considered Plaintiff’s Notice of Motion and Motion for Final Approval
7 of Class and PAGA Action Settlement (“Motion”), the supporting Declarations and Exhibits, the
8 records and files in this Action, and the absence of any objections received regarding the
9 Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES** as
10 follows:

11 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Settlement
12 Class members, all PAGA Employees, and Defendant.

13 The Court, for purposes of this Order and Judgment of Final Approval, refers to all defined
14 terms as set forth in the Settlement.

15 The Settlement appears to have been made and entered into in good faith and is hereby
16 approved, subject to any limitations on the requested fees and payments as set forth below.

17 For purposes of effectuating the Settlement, the following Class is hereby certified: All
18 persons who worked for Defendant in California as an hourly-paid, non-exempt employee
19 during the Settlement Period applicable to the operative complaints, excluding persons and
20 workweeks covered by the settlement and release in the matter of *Benjamin v. Lux Bus
America Co.*, Superior Court of California for the County of Orange, Case No. 30-2016-
00870583. The Settlement Period shall be September 20, 2017 through March 23, 2023.

21 The Parties shall bear their own respective attorneys’ fees and costs, except as provided for
22 in the Settlement and approved by the Court.

23 No Class Members have objected to the terms of the Settlement, and no Class Members
24 have requested exclusion from the Settlement. Three workweek disputes were received by the
25

1 settlement administrator; two disputes were rejected and one was accepted.

2 Upon the date the Court's Final Approval order becomes "Final" (as that term is defined in
3 Section I(E) of the Joint Stipulation for Settlement), and all payments are made by Defendant
4 pursuant to the Agreement, Plaintiff, all Settlement Class Members, and all PAGA Employees
5 shall have, fully, finally and forever released, relinquished, and discharged all Released Parties
6 from all Released Claims and Released PAGA Claims.

- 7 1. **Release as to All Settlement Class Members:** Upon the date the Court's Final
8 Approval Order becomes "Final" (as that term is defined in Section I(E) of the Joint
9 Stipulation for Settlement), and all payments are made by Defendant pursuant to the
10 Agreement, Named Plaintiff and all members of the Settlement Class, except those that
11 made a valid and timely request to be excluded from the Settlement Class and Settlement,
12 waive, release, discharge, and promise never to assert in any forum any and all wage-
13 related claims that were alleged in the operative complaint or reasonably could have been
14 alleged in the operative complaint, and the letters sent to the Labor and Workforce
15 Development Agency arising during the Settlement Period against Defendant, and its
16 divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees,
17 agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors,
18 partners, parents, subsidiaries, joint employers, insurers, and related corporations,
19 including the following claims: state wage and hour claims for any and all violations of
20 California's Labor Code and Unfair Competition Law based on Defendant's alleged failure
21 to pay wages for all hours worked (including minimum wages, straight time wages, and
22 overtime wages), failure to provide meal periods, failure to authorize and permit rest
23 periods, failure to timely pay all wages due at each pay period and at the time of
24 termination, failure to furnish accurate and itemized wage statements, failure to maintain
25 accurate records, failure to indemnify necessary business expenses, violation of the
California Business and Professions Code Section 17200, penalties under Labor Code

1 section 558, civil penalties under California’s Private Attorneys General Act of 2004 based
2 on the alleged Labor Code and Wage Order violations, and all damages, interest, penalties,
3 attorneys’ fees, costs, and other amounts recoverable under said causes of action and
4 related PAGA administrative notice letters under California law, any future amendments to
5 the PAGA administrative notice letters, to the extent permissible, including but not limited
6 to under any provisions of the California Labor Code and the applicable Wage Orders.
(Settlement, ¶VII(A).)

- 7 2. **PAGA Release:** Upon the date the Court’s Final Approval Order becomes “Final” (as
8 that term is defined in Section I(E) above) and all payments are made by Defendant
9 pursuant to this Agreement, Named Plaintiff and all PAGA Employees waive, release,
10 discharge, and promise never to assert in any forum any and all civil penalties under
11 the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 et
12 seq., and demands for related interest and attorneys’ fees on the penalties, that were
13 asserted in the operative complaint or could have been reasonably asserted in the
14 operative complaint and the letters sent to the Labor and Workforce Development
15 Agency by Plaintiff during the PAGA Settlement Period, arising during the PAGA
16 Settlement Period against Defendant Lux Bus America Co., and its divisions, affiliates,
17 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
18 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners,
19 parents, subsidiaries, joint employers, insurers, attorneys, and related corporations,
individually and collectively. (Settlement, ¶VII(B).)

20 The Maximum Settlement Amount, Net Settlement Amount, and methodology used to
21 calculate and pay the Individual Settlement Payments are fair and reasonable. The Settlement
22 Administrator is authorized to issue payments to the Settlement Class Members and PAGA
Employees in accordance with the terms of the Settlement.

23 Defendant shall pay a total of \$732,912.20 to resolve this litigation. Within twenty-one (21)
24

1 calendar days of the funding of the Settlement, the Settlement Administrator will issue payments
2 to: (a) Settlement Class Members and PAGA Employees; (b) the Labor and Workforce
3 Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will
4 also issue a payment to itself for Court-approved services performed in connection with the
5 settlement.

6 From the Maximum Settlement Amount, a payment of \$30,000.00 shall be paid to the
7 California Labor and Workforce Development Agency ("LWDA"), representing 75% of the PAGA
8 Allocation awarded under the terms of the Settlement, pursuant to the California Private Attorneys
9 General Act of 2004, *Labor Code* sections 2698, *et. seq.* From the Net Settlement Amount, a
10 payment of \$10,000.00 shall be paid to the PAGA Employees, representing 25% of the PAGA
11 Allocation awarded under the terms of the Settlement, pursuant to the California Private Attorneys
12 General Act of 2004, *Labor Code* sections 2698, *et. seq.*

13 From the Maximum Settlement Amount, a Class Representative Enhancement Payment in
14 the amount of \$2,500.00 shall be paid to Arthur Laws for his service as Class Representative.
15 Arthur Laws is hereby confirmed as Class Representative.

16 From the Maximum Settlement Amount, Attorneys' Fees in the amount of \$244,167.00
17 and Attorneys' Costs in an amount of \$20,634.18 shall be paid to Class Counsel for their
18 reasonable fees and costs incurred in furtherance of this Action. The fees and costs shall be
19 distributed to Class Counsel as set forth in the Settlement. Moon Law Group, PC is hereby
20 confirmed as Class Counsel.

21 From the Maximum Settlement Amount, Settlement Administration Costs in the amount of
22 \$15,995.00 shall be paid to the designated Settlement Administrator, Phoenix Class Action
23 Administration Solutions.

24 The Notice provided to the Class conforms with the requirements of *California Rules of*
25 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
providing individual notice to all Class Members who could be identified through reasonable effort

1 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
2 The Notice satisfies the requirements of Due Process.

3 This Judgment is intended to be a final disposition of the Action in its entirety and is
4 intended to be immediately appealable.

5 Pursuant to Civil Procedure Code section 664.6, the Court shall retain jurisdiction with
6 respect to all matters related to the administration and consummation of the Settlement and any and
7 all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including, but
8 not limited to, all matters related to the Settlement and the determination of all controversies
relating thereto.

9 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement is hereby
10 granted, and the Court directs that Judgment shall be entered in accordance with the terms of this
11 Order.

12 In accordance with California Rule of Court 3.771(b), Class Counsel are ordered to give
13 notice of this final Order and the Judgment to all Participating Class Members and PAGA
14 Employees by posting the Order and the Judgment for a period of at least 180 calendar days on the
Settlement Administrator's website.

15 The Court sets a Final Accounting Hearing on March 20, 2025, at 9:00 a.m. in Department
16 CX104. Class Counsel is ordered to file a final report and declaration regarding distribution no
17 later than nine (5) court days before the Final Accounting hearing.

18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

19
20 DATE: November 21, 2024



Melissa R. McCormick
Judge of the Superior Court