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Attorneys for Plaintiff Socorro Mata Cruz on behalf of herself
and on behalf of all persons similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and similarly situated aggrieved
current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA – UNLIMITED JURISDICTION

SOCORRO MATA CRUZ on behalf of	)	Case Number: C22-00538
herself and on behalf of all persons	)	
similarly situated, and on behalf of herself,	)	(PROPOSED) ORDER REGARDING
the Labor Workforce Development Agency,	)	MOTION FOR FINAL APPROVAL OF
and similarly situated aggrieved current and	)	CLASS ACTION AND REPRESENTATIVE
former employees	)	ACTION SETTLEMENT

Plaintiff	)	Judge: The Honorable Charles S. Treat
vs.	)	

RTSF PETRO VENTURES, INC., doing
business as SUPERSTATION CAR
WASH; RAYMOND YU, an individual;
and TIM YU, an individual; and DOES 1-
20 inclusive

Defendants

1 On January 25, 2024 in Department 12 of the Contra Costa County Superior Court located at
2 725 Court Street, Martinez, California 94553, Plaintiff Socorro Mata Cruz' Motion for Final
3 Approval of Class Action and Representative Action Settlement came on for hearing. Having
4 received and considered the Joint Stipulation of Settlement and Release of Claims (also referred to
5 herein as "Settlement Agreement"), the supporting papers, evidence, and argument received by the
6 Court, the Court grants final approval of the Settlement and Orders and makes the following
7 determinations:

8 1. Pursuant to the Court's Preliminary Approval Order, Notice of Class Action
9 Settlement was sent to each Class Member by first-class United States mail, informing the Class
10 of the Settlement terms, the right to receive a Settlement Payment without taking any action,
11 comment on or objection to the Settlement, and the right to appear in person or by counsel and be
12 heard at the final approval hearing. Adequate periods of time were provided for each of these
13 procedures.

14 2. No Settlement Class Member submitted a Request for Exclusion, written
15 objection to the proposed Settlement, nor an intention to appear at the final approval hearing.

16 3. The Court finds and determines this notice procedure afforded adequate
17 protections to the Class and provides the basis for the Court to make an informed decision
18 regarding approval of the Settlement based on the responses of the Class. The Court finds and
19 determines the notice provided in this case was the best notice practicable, which satisfies the
20 requirements of law and due process.

21 4. For purposes of Settlement approval only, the Court finds: (a) the proposed Class
22 is ascertainable and so numerous joinder of all Class Members is impracticable; (b) there are
23 questions of law or fact common to the proposed Class, and a well-defined community of
24 interest among Class Members with respect to the subject matter of the class action; (c) the
25 claims of the Class Representative, Socorro Mata Cruz, are typical of the claims of proposed
26 Class members; (d) the Class Representative, Socorro Mata Cruz, has and will fairly and
27 adequately protect the interests of Class Members; (e) a class action is superior to other
28 available methods for efficient adjudication of this controversy for settlement; and (f) counsel of

1 record for the Plaintiff and Class Representative are qualified to serve as Counsel for Plaintiff in
2 her capacity as a representative of the Class, and as counsel for the Class.

3 5. The Court confirms certification, for settlement only, a Class defined as: One
4 Hundred Seven (107) current and former non-exempt car washer/detailer employees at RTSF's
5 locations at Pleasant Hill and Fremont during the class period, March 23, 2018 to September 11,
6 2023.

7 6. For settlement purposes, PAGA Members are 57 of the 107 Class Members who
8 worked for RTSF during the period of December 29, 2020 to September 11, 2023.

9 7. The Court finds and determines the terms set forth in the Settlement Agreement
10 are fair, reasonable, and adequate and, having found the Joint Stipulation of Settlement and Release
11 of Claims was reached as a result of informed and non-collusive arms'-length negotiations facilitated
12 by a neutral and experienced mediator, directs the Parties to effectuate the Settlement according to
13 the Settlement Agreement's terms. The Court finds the Parties conducted extensive investigation,
14 research, formal discovery and informal discovery, and that their attorneys were able to reasonably
15 evaluate their respective positions. The Court also finds that settlement will enable the Parties to
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if litigation
17 continued.

18 8. The Court finds and determines the terms of the Settlement are fair, reasonable
19 and adequate to the Class and each Class Member, the Settlement is ordered finally approved,
20 and all terms of the Settlement Agreement should be and are ordered to be consummated.

21 9. The Court finds and determines the Settlement Payments to Participating Class
22 Members and PAGA Members provided for in the Settlement are fair and reasonable. The
23 Court grants final approval to and orders payment of those amounts be made to Participating
24 Class Members and PAGA Members in accordance with the Settlement Agreement.

25 10. The Court finds and determines settlement administration expenses of \$8,414.00
26 incurred by Class Action Claims Administration, Inc. are fair and reasonable. The Court grants final
27 approval of and orders payment of that amount in accordance with the Settlement Agreement.

28 11. The Court finds and determines the Class Representative Service Payment of

1 \$10,000.00 to Plaintiff Socorro Mata Cruz is fair and reasonable, and orders the Administrator to
2 make this payment in accordance with the terms of the Settlement Agreement.

3 12. The Court finds and determines payment to the California Labor and Workforce
4 Development Agency of \$15,000.00 as its share of the Settlement of civil penalties under the Private
5 Attorneys General Act is fair, reasonable, and appropriate. The Court grants final approval to and
6 orders that amount be paid in accordance with the Settlement Agreement.

7 13. The Court awards Class Counsel attorneys' fees of \$145,933.00 and litigation costs
8 of \$9,811.70. The Court finds such amounts to be fair and reasonable. The Court orders the
9 Administrator to make these payments in accordance with the Settlement Agreement.

10 14. Without affecting the finality of this Order or the entry of judgment in any way,
11 the Court retains jurisdiction of all matters relating to the interpretation, administration,
12 implementation, effectuation, and enforcement of this Order and the Settlement Agreement.

13 15. The Settlement is not an admission of liability by Defendants RTSF PETRO
14 VENTURES, INC., doing business as SUPERSTATION CAR WASH; RAYMOND YU, an
15 individual; and TIM YU ("Defendants") , or any Released Party, nor is this Order or the entry of
16 judgment a finding any claim in the Actions against Defendants is valid. Neither this Order or the
17 entry of judgment, nor the Settlement, may be construed as, or used as an admission of any fault,
18 wrongdoing or liability by Defendants or any Released Party. Entering or carrying out the
19 Settlement, and related negotiations, shall not be offered in evidence against Defendants or any
20 Released Party in any action or proceeding in any court, administrative agency or other tribunal for
21 any purpose other than to enforce this Order or Judgment of Settlement. Notwithstanding these
22 restrictions, any Released Party may file in the Action or any proceeding, this Order or Judgment,
23 the Settlement, or any papers on file in the Action, to support a defense of res judicata, collateral
24 estoppel, release, or other theory of claim or issue preclusion or similar defense.

25 16. Plaintiff and Participating Class Members fully release Defendants, and its past,
26 present, and future, officers, directors, principals, board members, employees, agents,
27 representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, predecessors,
28 successors, and assigns from all claims, debts, liabilities, demands, obligations, damages, liens

1 or actions or causes of action that were alleged in the Complaint, or could have been alleged
2 based on the operative facts alleged in the Complaint, and including, but not limited to, claims
3 under California Labor Code Lab. Code, §§ 226.7, subd. (b), 512, subd. (a); Wage Order Number 9,
4 ¶ 11; 8 Cal. Code Regs., § 11090, ¶ 11.), Lab. Code, § 226.7, subd. (c);, Lab. Code, § 226.7, subd.
5 (b); Wage Order Number 9, ¶ 12; 8 Cal. Code Regs., § 11090, ¶ 12, Lab. Code, § 226.7, subd. (c);
6 Lab. Code, §§ 204, 1194, and 1197; Wage Order Number 9, ¶¶ 4, 11; 8 Cal. Code Regs., § 11090, ¶¶
7 4, 11; 8 Cal. Code Regs., § 11090, ¶ 12, Lab. Code, §§ 204, 1194, 1197; Wage Order Number 9, ¶
8 5; 8 Cal. Code Regs., § 11090, ¶ 5. Lab. Code, § 226, subd. (a); Wage Order 9-2001(7).) Lab. Code,
9 § 226, subd. (e)(1).

10 17. Plaintiff, on behalf of herself, the State of California, and all PAGA Members,
11 relinquishes all rights to PAGA claims with respect to any alleged failure during the PAGA
12 Period to comply with the Labor Code as alleged in the PAGA notice filed in this action, and
13 covenants not to participate in any actions, lawsuits, proceedings, complaints, or charges in any court
14 or before any administrative body against any Released Party related to any claims that Plaintiff
15 brought or could have brought under the facts she has alleged in this Action.

16 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations
17 under the Settlement Agreement or this Order, including Defendants' obligation to make payments
18 to Participating Class Members and PAGA Members in the Settlement Agreement.

19 19. The Court enters final judgment in accordance with the terms of the Settlement
20 Agreement, the Court's Preliminary Approval Order, and this Order.

21 20. The Judgment once entered shall constitute a judgment for purposes of
22 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this
23 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
24 Procedure sections 577 and 904.1(a), and the Plaintiff/Class Representative and Participating
25 Class Members shall take nothing from Released Parties except as expressly set forth in the
26 Settlement Agreement.

27 21. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
28 to Class Members by posting the Final Approval Order and this Judgment on the Settlement

1 Administrator's website.

2 22. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this
3 Order and Judgment to the California Labor and Workforce Development Agency within 10
4 days after entry of the Judgment.

5 23. The Parties will bear their own costs and attorneys' fees except as otherwise
6 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

7 24. The Court sets a compliance hearing for _____ at 9:00 a.m. in
8 Department 12. An Administrator's Declaration regarding its work and final settlement
9 disbursement is to be filed with the Court no later than five (5) court days before the hearing.

10
11 IT IS SO ORDERED.

12
13
14 Date: _____, 2024

The Honorable Charles S. Treat
Judge of the Superior Court