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FILED
Superior Court of California
County of Los Angeles

05/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TRENT R. WATTS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

VALVOLINE, LLC, a limited liability company;
and DOES 1 through 50, inclusive,

Defendant.

Case No. 22STCV02925

*Assigned for all purposes to the Honorable Elihu
M. Berle, Department SSC-6*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Filed concurrently: [Proposed] Final Judgment

Mot. for Final Approval: April 25, 2023
Time: 9:00 a.m.
Department: SSC-6

PAGA Case No.
LWDA-CM-863872-22: January 20, 2022
Action Filed: January 25, 2022
FAC Filed: April 4, 2022
Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL

Plaintiff's Motion for Final Approval of Class Action Settlement ("Motion") came before this Court at 9:00 a.m., April 25, 2023, in *Watts v. Valvoline, LLC*, Los Angeles County Superior Court, Case No. 22STCV02925 (the "Action"). Ms. Leora N. Ghadoushi appeared for Defendant and Mr. Roy K. Suh appeared for Plaintiff and the Class. The Court, having reviewed the Motion and declarations filed in support thereof, including the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") attached as **Exhibit A** to the Declaration Roy K. Suh, the Notice of Class Action Settlement ("Class Notice"), which is attached as **Exhibit A** to the Declaration of Stephen Gomez on behalf the Settlement Administrator, Simpluris, Inc., and for GOOD CAUSE appearing, the Court hereby finds and ORDERS the following:

1. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, Class Members, and Defendant. Therefore, for settlement purposes only, the Court grants final certification of the "Class" defined as follows:

All persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the period of January 25, 2018 to August 31, 2022 ("Class Period")

The Labor Code §§ 2698, *et seq.* ("PAGA") release component of the Settlement shall bind the State of California and Aggrieved Employees with respect to the following persons:

All persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the period of January 20, 2021 to August 31, 2022 ("PAGA Period")

2. Pursuant to Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and PAGA the Court grants final approval of the Settlement as set forth in the Settlement Agreement for settlement purposes only.

3. The Court finds that Plaintiff Trent R. Watts has adequately represented the Class and finally appoints Plaintiff Watts as Class Representative.

4. The Court finds that Kane Moon and Roy K. Suh of Moon & Yang, APC have adequately represented the Class and finally appoints them as Class Counsel.

5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class when balanced against the probable outcome of extensive and costly litigation. Substantial

1 investigation and research have been conducted such that counsel for the Parties are reasonably able to
2 evaluate their respective positions. It appears to the Court that Settlement will avoid substantial additional
3 costs by all parties, as well as the delay and risk that would be presented by further prosecution of the
4 Action. The Court finds that the Settlement that has been reached is the result of intensive, non-collusive,
5 arm's-length negotiations.

6 6. The Court determines that the Parties complied with the distribution of the Class Notice to
7 the Class in the manner and form set forth in the December 5, 2022 Preliminary Approval Order and that,
8 as a result, the Class Notice provided to the Class was the best notice practicable under the circumstances
9 and constituted due and sufficient notice to all persons entitled to such notice. The Class Notice procedures
10 have been carried out and satisfy due process requirements such that all absent Class Members have been
11 given the opportunity to participate fully in the claims exclusion and the approval process.

12 7. Simpluris, Inc., the Court-appointed Administrator has received Zero (0)
13 Workweek/PAGA Pay Period Disputes regarding the calculations of Class Members' credited Workweeks
14 or PAGA Pay Periods. Simpluris, Inc. has, furthermore, received Zero (0) Objections and Zero (0) Opt-
15 Out Request to the Settlement (i.e., "Opt Outs") in response to the Class Notice. Accordingly, all Class
16 Members shall be bound by the terms of the Settlement.

17 8. Plaintiffs and all Class Members ("Participating Class Members"), shall have, by operation
18 of this Order and the accompanying Final Judgment, fully, finally and forever released, relinquished, and
19 discharged Released Parties from all Released Claims set forth in the Settlement Agreement. Participating
20 Class Members shall be forever barred and enjoined from prosecuting any of the Released Claims against
21 the Released Parties as set forth in the Settlement Agreement, whether or not they actually receive or cash
22 Individual Class Payment checks and shall not be entitled to any further payment or any personal relief of
23 any kind from any Released Parties including any payment for damages, wages, compensation,
24 commissions, fees, costs, reimbursements, penalties, or interest on account of the Released Claims. If a
25 Participating Class Member fails to receive or cash his or her Individual Class Payment check, then the
26 affected Participating Class Member shall be deemed bound nonetheless.

27 9. The State of California, by and through Plaintiff and PAGA Representative Watts, shall
28 have, by operation of this Order and the accompanying Final Judgment, fully, finally and forever released,

1 relinquished, and discharged Released Parties from all PAGA claims set forth in the Settlement Agreement
2 as they relate to the PAGA Penalties.

3 10. The Settlement is not an admission by Defendant of the merits of any claim in the Action
4 or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any
5 action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of
6 liability or an admission that any of Defendant's defenses in the Action are with or without merit, or (b)
7 disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for
8 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and
9 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by
10 the Settlement.

11 11. The Court Orders Defendant to remit the Gross Settlement Amount of no less than two
12 hundred twenty-five thousand dollars and zero cents (\$225,000.00), which shall be non-reversionary, to
13 the Administrator, Simpluris, Inc.

14 12. The Court Orders Simpluris, Inc. to distribute the Settlement funds and as outlined in the
15 subparagraphs below, which shall include (a) individual Class Payments to Participating Class Members;
16 (b) the an Administration Expenses Payment to Simpluris; (c) the PAGA Payment to the Labor and
17 Workforce Development Agency (LWDA); (d) the PAGA Payment to Class Members; (e) as a Class
18 Counsel Fees Payment to Class Counsel; (f) the Class Counsel Fees Payment to Class Counsel; and (g)
19 the Class Litigation Expenses Payment to Class Counsel:

20 (a) Individual Settlement Payments to Participating Class Members. The Court hereby
21 finally approves the methodology used to calculate each Participating Class Member's Individual Class
22 Payment amount based on credited Workweeks and as further detailed in the Settlement Agreement and
23 Orders the Administrator to pay those amounts to Participating Class Members as Individual Class
24 Payments.

25 (b) Settlement Administration Costs to the Settlement Administrator. The Court hereby
26 finally approves the Administration Expenses Payment request and Orders the Administrator to pay itself
27 no more than seven thousand dollars and zero cents (\$7,000.00) as an Administration Expenses Payment.

28 (c) PAGA Payment to the LWDA. The Court hereby finally approves the PAGA

1 Payment to LWDA for penalties pursuant to PAGA and Orders the Administrator to pay the eighteen
2 thousand, seven hundred fifty dollar, and zero cent (\$18,750.00) PAGA Payment to the LWDA.

3 (d) PAGA Payment to PAGA Members. The Court hereby finally approves the
4 methodology used to calculate each Class Member's Individual PAGA Payments based on credited PAGA
5 Pay Periods and as further detailed in the Settlement Agreement and Orders the Administrator to pay the
6 aggregate six thousand, two hundred fifty dollar, and zero cent (\$6,250.00) PAGA Payment to Class
7 Members as Individual Class Payments to Class Members who are also Aggrieved Employees.

8 (e) Class Representative Service Payment to Plaintiffs. The Court hereby finally
9 approves the Class Representative Service Payment request and Orders the Administrator to pay Plaintiff
10 the five thousand dollar and zero cent (\$5,000.00) Class Representative Service Award.

11 (f) Class Counsel Fees Payment to Class Counsel. The Court hereby finally approves
12 the Class Counsel Fees Payment, and orders the Settlement Administrator to pay Moon & Yang, APC
13 seventy-five thousand dollars and zero cents (\$75,000.00), or one-third (1/3) of the GSA, whichever is
14 greater, as a Class Counsel Fees Payment to Class Counsel.

15 (g) Class Litigation Expenses Payment to Class Counsel. The Court hereby finally
16 approves the Class Litigation Expenses Payment, and orders the Settlement Administrator to pay Moon
17 & Yang, APC no less than twelve thousand, nine hundred eleven dollars, and seven cents (\$12,911.07) as
18 a Class Litigation Expenses Payment to Class Counsel.

19 13. The Court hereby approves the plan for transferring uncashed Individual Class Payment
20 and Individual PAGA Settlement checks to the Unclaimed Property Fund in the name of the Class
21 Member, subject to reporting and submission and entry an amended final judgment as referenced in
22 Paragraph 17 herein.

23 14. The Court directs and authorizes Counsel for the Parties to utilize all reasonable procedures
24 in connection with the administration of the Settlement to carry out the distribution of Settlement funds
25 that are materially consistent with this Order and the terms of the Settlement Agreement.

26 15. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
27 provided for in this Order or in the Settlement Agreement and as later approved by the Court.

28 16. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over

1 all matters related to the administration and consummation of the Settlement and any claims, asserted in,
2 arising out of, or related to the subject matter of Action including, but not limited to, all matters related to
3 the final distribution of Settlement funds and the determination of all controversies relating thereto.

4 17. An Order to Show Cause Hearing regarding the distribution of Settlement funds is set for
5 8:30 a.m., January 3, 2024. The Court orders Class Counsel to file a report including appropriate
6 declarations in advance of the Hearing and by no later than December 22, 2023, which may be taken off
7 calendar if the Court deems it appropriate. If the Administrator reports that there are uncashed settlement
8 funds that will need to be distributed to the Unclaimed Property Fund, then, in conformity with Code of
9 Civil Procedure section 384, *et seq.*, the Parties shall report the same including the amounts transferred.

10 18. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the
11 California Rules of Court, this Court GRANTS Plaintiffs' Motion for Final Approval of Class Action
12 Settlement and further directs that a separate Final Judgment shall be entered in accordance with the terms
13 of this Order.

14 **IT IS SO ORDERED.**

15 DATED: 5-03-23



Elihu M. Berle

THE HONORABLE ELIHU M. BERLE
Judge of The Superior Court
Elihu M. Berle / Judge

PROOF OF SERVICE

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 this action. My business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On the date indicated below, I served the following document or documents:

1. [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

☐ **By United States Mail.** I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed below (specify one):

☐ deposited the sealed envelope with the United States Postal Service as first-class mail, postage prepaid, requiring a return receipt.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

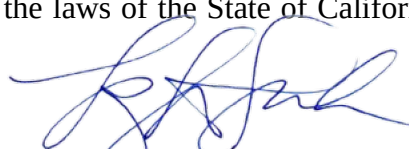
I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☐ **By E-Mail:** Based on an agreement of the parties to accept service by e-mail transmission, I caused the documents to be sent to the person(s) at the e-mail address(es) listed below. The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **By Electronic Service:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE**.

Lonnie D. Giamela (Cal. SBN 288435) lgiamela@fisherphillips.com Leora N. Ghadoushi (Cal. SBN 339759) lghadoushi@fisherphillips.com FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, California 90071 Telephone: (213) 330-4500 Facsimile: (213) 330-4501	Attorneys for Defendant Valvoline LLC
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 27, 2023.



Roy K. Suh