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Superior Court of California
County of Santa Cruz
May 8, 2023
Clerk of the Court by Deputy,
Hanson, Helena



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

XAVIER HUNTER, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

72 HOUR, LLC, a California limited
liability company, BOB WONDRIES
MOTORS, a California corporation; and
DOES 1 to 100, Inclusive,

Defendants.

Case No.: 22CV00661

Assigned for all Purposes to:
Hon. Timothy Volkman
Dept. 5

[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL, REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON

Date: May 5, 2023
Time: 8:30 a.m.
Dept.: 5

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final
2 Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion on May 5, 2023, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation of Class Action Settlement and Release ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Zachary M. Crosner in support of Plaintiff's unopposed
8 Motion for Preliminary Approval of Class Action Settlement, filed on or about November 14,
9 2022, is the product of arms-length negotiations between the parties and the terms of the
10 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
11 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
12 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
13 duties and obligations thereunder.

14 3 The Settlement Class, which was provisionally certified by the Court in its
15 December 15, 2022 Order Granting Preliminary Approval, hereby is certified under California
16 Code of Civil Procedure Section 382 for purposes of settlement only. The Settlement class
17 includes "All individuals employed by Defendant 72 Hour, LLC doing business as Watsonville
18 Ford, Chevrolet of Watsonville, National Truck Sales and Service, Watsonville Buying Center,
19 Monterey Bay Chrysler Dodge Jeep Ram, National Auto Fleet Group, and Mid Bay Ford Lincoln
20 (collectively "72 Hour") as an hourly paid, non-exempt employee in the State of California from
21 March 30, 2018, through September 19, 2022."

22 4. The Court adjudges Plaintiffs and the Participating Class Members to have released
23 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
24 fullest extent permitted by law, from any and all claims arising during the Class Period for: (i)
25 failure to pay all wages due (including minimum, straight time and overtime wages); (ii) failure to
26 provide legally-compliant meal breaks; (iii) failure to provide legally-compliant rest breaks; (iv)
27 failure to pay all wages due at the time of termination; (v) failure to provide accurate itemized
28 wage statements; (vi) failure to reimburse for business expenses; (vii) violation of the Unfair

1 Competition Law (Bus. & Prof. Code § 17200, *et seq.*); and (viii) for penalties under the Private
2 Attorneys General Act as alleged in the operative First Amended Complaint, or that could have
3 been alleged based on the factual allegations of the First Amended Complaint and the PAGA
4 Notice. The PAGA claims and allegations released include that Defendant failed to pay all wages
5 due (including minimum, straight and overtime wages), failed to provide legally-compliant meal
6 breaks, failed to pay meal premium pay, failed to provide legally-compliant rest breaks, failed to
7 pay rest premium pay, failed to provide timely and/or accurate final paychecks, failed to provide
8 accurate itemized wage statements, failed to reimburse for business expenses, committed
9 recordkeeping violations, failed to provide suitable resting facilities, failed to provide suitable
10 seating, refused to make payment, engaged in statutory wage violations, failed to provide standard
11 conditions under the wage orders, engaged in unlawful agreements and unlawful criminal history
12 inquiries, failed to comply with the California paid sick leave laws, failed to pay reporting time
13 pay and failed to pay split shift premiums. The Released Claims do not include any claims that
14 cannot be released as a matter of law.

15 5. Plaintiff Xavier Hunter only, in addition to the claims being released by all
16 Participating Class Members and PAGA Group, is adjudged to have released and forever
17 discharged the Released Parties, to the fullest extent permitted by law, of and from any and all
18 claims, known and unknown, asserted and not asserted, which Plaintiff had or may have against
19 the Released Parties as of the date of execution of the Settlement Agreement.

20 6. The Settlement Administrator is ordered to distribute to the participating Class
21 Members their respective individual settlement payments from the Net Settlement Amount as
22 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the
23 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
24 No funds shall revert to Defendant.

25 7. The Court further orders that the Class Members be provided with notice of this
26 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
27 copy of this Order and Judgment on its website for sixty (60) days.

28 8. The Court approves an award of attorney's fees to Class Counsel in the amount of

1 \$129,333.33, and an award of costs and expenses in the amount of \$10,000.00. Such amounts
2 shall be paid as provided in the Settlement Agreement.

3 9. The Court approves a service payment to plaintiff and Class Representative Xavier
4 Hunter in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
5 payment consistent with the terms of the Settlement Agreement.

6 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
7 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to
8 exceed \$15,000.00. As set forth in the Declaration of Jarrod Salinas, the Settlement Administrator
9 is owed \$7,000.00 for services rendered and to be rendered in administering the settlement. The
10 Court therefore orders that Phoenix be paid the amount of \$7,000.00 from the Gross Settlement
11 Amount consistent with the terms of the Settlement Agreement.

12 11. A compliance hearing is set for May 10, 2024, at 8:30 a.m., in Department 5 of the
13 Santa Cruz County Superior Court. The parties are ordered to file a joint compliance report no
14 later than ten (10) calendar days before the compliance hearing.

15 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order
16 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
17 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
18 contemplated becomes effective and each and every act agreed to be performed by the parties has
19 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
20 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
21 construction, and interpretation of the Settlement Agreement.

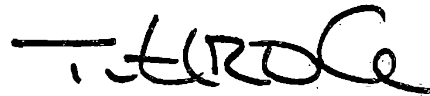
22 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
23 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
24 This Order is not a finding of the validity or invalidity of any claims in this action or a
25 determination of any wrongdoing by any party. The final approval of the parties' settlement will
26 not constitute any opinion, position or determination of this Court as to the merits of the claims or
27 defenses of any party.

28 14. Judgment is hereby entered as follows: Plaintiff Xavier Hunter and the

1 Participating Class Members, consisting of All individuals employed by Defendant 72 Hour as an
2 hourly paid, non-exempt employee in the State of California from March 30, 2018, through
3 September 19, 2022, who have not otherwise opted out, shall take nothing from 72 Hour, except
4 as set forth in the Settlement Agreement.

5 15. The Court shall retain jurisdiction over the parties to interpret, implement and
6 enforce this Judgment.

7
8 Dated: 5/8/2023 9:34:32 AM



Judge of the Superior Court
Timothy Volkmann