

1 Nazo Koulloukian, SBN 263809
2 nazo@koullaw.com
3 KOUL LAW FIRM
4 3435 Wilshire Blvd., Suite 1710
5 Los Angeles, CA 90010
6 Telephone: (213) 761-5484
7 Facsimile: (818) 561-3938

8 Sahag Majarian, II, Esq. SBN 146621
9 Sahagii@aol.com
10 LAW OFFICES OF SAHAG MAJARIAN II
11 18250 Ventura Blvd.
12 Tarzana, CA 91356
13 Telephone: (818) 609-0807
14 Facsimile: (818) 609-0892

15 Attorneys for Plaintiff,
16 JOSE ANTONIO LOPEZ, on behalf of himself,
17 all putative class members, aggrieved employees
18 and the State of California as a Private Attorneys General

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

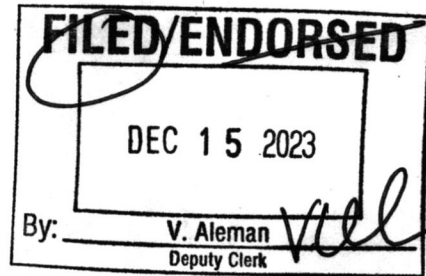
JOSE ANTONIO LOPEZ, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

T.L.S. PARTS INC. DBA BENZEEN AUTO
PARTS, a California Corporation, and DOES
1-50, inclusive,

Defendant.



Case No.: 34-2022-00316927
Assigned for all purposes to the Hon. Lauri
Damrell, Dept 28

CLASS-ACTION

**PROPOSED ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS
COUNSEL COSTS, SERVICE AWARD,
SETTLEMENT ADMINISTRATION
COSTS; AND FINAL JUDGMENT
THEREON**

BY FAX



1 On December 15, 2023, a hearing was held on Plaintiff Jose Antonio Lopez's ("Plaintiff")
2 Motion for Final Approval of the Class Action Settlement and Motion for Class Counsel Fees,
3 Class Counsel Costs, Service Award, and Settlement Administration Costs.

4 The Parties have submitted their Class and PAGA Action Settlement Agreement (the
5 "Settlement"), which this Court preliminarily approved (the "Preliminary Approval Order"). In
6 accordance with the Preliminary Approval Order, Class Members have been given adequate
7 notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves
8 from it.

9 Having received and considered the Settlement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court before entering the Preliminary Approval
11 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
12 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:

14 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
15 Order and Judgment adopts all defined terms set forth in the Settlement.

16 2. For settlement purposes only, the Court grants certification of the Class. The Class
17 is defined all persons who were employed by BENZEEN and worked as non-exempt employees
18 in California at any time from March 15, 2018, through June 30, 2023 (the "Class Period").

19 3. "Aggrieved Employees" for purposes of PAGA are defined as all individuals who
20 were employed by BENZEEN and worked as non-exempt employees in California at any time
21 from March 9, 2021, through June 30, 2023 (the "PAGA Period"). Aggrieved Employees are a
22 subset of the Class.

23 4. Pursuant to the Preliminary Approval Order, notice of settlement was sent to each
24 Class Member in English, Spanish, and Russian by first-class mail ("Class Notice"). The Class
25 Notice informed Class Members of the terms of the Settlement, their right to receive an
26 Individual Class Payment, their right to comment on or object to the Settlement and/or the
27 attorneys' fees and costs, their right to elect not to participate in the Settlement, and their right to
28 appear in person and/or by counsel at the Final Approval Hearing and be heard regarding

1 approval of the Settlement. Adequate periods of time were provided by each of these procedures.
2 The Court finds that one employee objected to the Settlement and zero employees opted out of
3 the Settlement, yielding a 100% participation rate.

4 5. The Court finds and determines that the notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding approval of the Settlement based on the response of Class Members. The Court finds
7 and determines that the Class Notice was the best notice practicable, which satisfied the
8 requirements of law and due process.

9 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
10 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
11 each Class Member and that the Participating Class Members and Aggrieved Employees will be
12 bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and
13 provisions of the Settlement should be and hereby are ordered to be consummated.

14 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in
15 the amount of \$225,000 is fair and reasonable. The Court further finds and determines that the
16 Individual Class Payments and Individual PAGA Payments to be paid under the Settlement are
17 fair and reasonable. The Court hereby grants final approval to and orders the payment of those
18 amounts be distributed to the Participating Class Members and Aggrieved Employees out of the
19 Gross Settlement Amount in accordance with the Settlement.

20 8. The Court finds and determines that the Settlement Administration Costs for
21 administering the Settlement in the amount of \$11,000 is fair and reasonable. The Court hereby
22 grants final approval to and orders that the payment of that amount be paid out of the Gross
23 Settlement Amount to CPT Group, Inc. in accordance with the Agreement.

24 9. The Court finds and determines that the request by Plaintiff for a Service Award is
25 fair and reasonable and hereby orders that the requested payment in the amount of \$7,500 be paid
26 to Plaintiff Jose Antonio Lopez out of the Gross Settlement Amount.

1 10. The Court further finds and determines that the request by Class Counsel for Class
2 Counsel Attorneys' Fees is fair and reasonable and hereby orders that \$78,750 be paid to Koul
3 Law Firm and the Law Office of Sahag Majarian, II.

4 11. The Court also finds and determines that the request by Class Counsel for actual
5 litigation costs is fair and reasonable and hereby orders that \$17,825.95 be paid to Class Counsel
6 out of the Gross Settlement Amount.

7 12. Effective on the date when Defendant fully fund the entire Gross Settlement
8 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, all participating Class Members, on behalf of themselves and their respective former
10 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
11 release Released Parties from all claims, transactions, or occurrences that were alleged, or
12 reasonably could have been alleged, based on the Class Period facts stated in the Operative
13 Complaint including but not limited to claims that Defendant failed to (1) pay all wages owed for
14 all hours worked, including overtime wages at the regular rate of pay and minimum wages; (2)
15 authorize and permit timely, uninterrupted rest periods; (3) provide timely, uninterrupted meal
16 periods; (4) reimburse for business expenses; (5) timely pay all wages owed during employment
17 and at separation of employment; (6) provide timely, accurate wage statements; and (7) Unfair
18 Business Practices (Business & Professions Code § 17200 et seq.). The period of the Release
19 shall extend to the limits of the Class Period. The res judicata effect of the judgment will be the
20 same as that of the Release. Except as set forth in Section 6.3 of this Agreement, Participating
21 Class Members do not release any other claims, including claims for vested benefits, wrongful
22 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
23 disability, social security, workers' compensation, or claims based on facts occurring outside the
24 Class Period.

25 13. Effective on the date when Defendant fully funds the entire Gross Settlement
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their
28 respective former and present representatives, agents, attorneys, heirs, administrators, successors,

1 and assigns, the Released Parties from all claims for PAGA penalties under California Labor
2 Code section 2698 *et seq.* that were alleged, or reasonably could have been alleged, based on the
3 PAGA Period facts stated in the Operative Complaint and the PAGA Notice including but not
4 limited to claims that BENZEEN failed to (1) pay all wages owed for all hours worked, including
5 overtime wages at the regular rate of pay, and minimum wages; (2) authorize and permit timely,
6 uninterrupted rest periods; (3) provide timely, uninterrupted meal periods; (4) reimburse for
7 business expenses; (5) timely pay all wages owed during employment and at separation of
8 employment; and (6) provide timely, accurate wage statements. The period of the Release shall
9 extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same
10 as that of the Release.

11 14. Pursuant to the terms of the Agreement, Plaintiff and his respective former and
12 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
13 generally release and discharge Released Parties from all claims, transactions, or occurrences that
14 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
15 reasonably could have been, alleged, based on the facts contained in the Operative Complaint; (b)
16 all PAGA claims that were, or reasonably could have been, alleged based on facts contained in
17 the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released
18 under 6.2 and 6.3, below; (c) and any and all causes of action, obligations, costs, expenses,
19 damages, claims, liabilities, and benefits (including attorneys' fees and costs), of whatever
20 character, in law or in equity, known or unknown, suspected or unsuspected, matured or
21 otherwise, of any kind whatsoever, now existing or arising in the future, based on any act,
22 omission, event, occurrence, or nonoccurrence which were, or could have been asserted in the
23 Action and/or arising out of his employment with the Released Parties, including but not limited
24 to any and all claims under the Americans With Disabilities Act; Title VII of the Civil Rights Act
25 of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act; the Fair Labor
26 Standards Act; the Equal Pay Act; the Employee Retirement Income Security Act; the
27 Consolidated Omnibus Budget Reconciliation Act; the Family and Medical Leave Act; the
28 California Fair Employment and Housing Act; the California Constitution; the California Labor

1 Code; the California Government Code; the California Civil Code; the California Industrial
2 Welfare Commission Wage Orders, as well as any other claims based on theories of wrongful or
3 constructive discharge, breach of contract or implied contract, fraud, misrepresentation,
4 promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages
5 under any other federal, state or local statutes, ordinances, regulations, rules or laws ("Plaintiff's
6 Release"). The period of the Release shall extend to the limits of the Class Period. The res
7 judicata effect of the judgment will be the same as that of the Release. Plaintiff's Release does
8 not extend to any claims or actions to enforce this Agreement, or to any claims for vested
9 benefits, unemployment benefits, disability benefits, social security benefits, workers'
10 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
11 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
12 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
13 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
14 additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff
15 expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of
16 the California Civil Code, which reads:

17 **A general release does not extend to claims which the creditor or releasing**
18 **party does not know or suspect to exist in his or her favor at the time of**
19 **executing the release and that, if known by him or her, would have**
materially affected his or her settlement with the debtor or released party.

20 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
21 under the Settlement or under this Order, including the requirement that Defendant makes
22 payment in accordance with the Settlement.

23 16. If, for any reason, the Settlement ultimately does not become Final (as defined by
24 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
25 respective positions in the Action as those positions existed immediately before the Parties
26 executed the Settlement; and nothing stated in the Settlement or any other papers filed with this
27 Court in connection with the Settlement will be deemed an admission of any kind by any of the
28 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in

1 the Action or in any other action.

2 17. The Parties entered into the Settlement solely for the purpose of compromising and
3 settling disputed claims. Defendant in no way admits any violation of law or any liability
4 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being
5 expressly denied by Defendant.

6 18. By means of this Final Approval Order, this Court hereby enters final judgment in
7 this Action.

8 19. Without affecting the finality of this Final Approval Order and Judgment in any
9 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
10 implementation, effectuation and enforcement of this Order and the Settlement under Code of
11 Civil Procedure § 664.6.

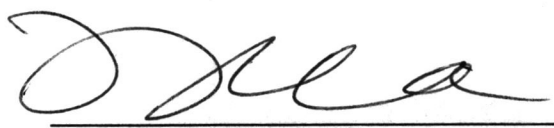
12 20. The Parties are hereby ordered to comply with the terms of the Settlement.

13 21. Each side bears its own costs and attorneys' fees except as provided by the
14 Settlement and this Final Approval Order and Judgment.

15 22. The Court sets a final accounting hearing for August 22, 2024. Plaintiff
16 must file a final report 9 days prior to the final accounting hearing.

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20 DATED: 12/15/23



21 
LOS ANGELES COUNTY SUPERIOR COURT
Sacramento

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23 LAURI A. DAMRELL
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PROOF OF SERVICE

Case No. 34-2022-00316927

Lopez v. T.L.S. Parts Inc. dba Benzeen Auto Parts

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On November 21, 2023, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, SERVICE AWARD, SETTLEMENT ADMINISTRATION COSTS; AND FINAL JUDGMENT THEREON

 X **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail ivette@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Daniel J. Coyle, Esq.
Shaye Schrick, Esq.
Caroline M. Colangelo, Esq.
Justin J. Lomas, Esq.

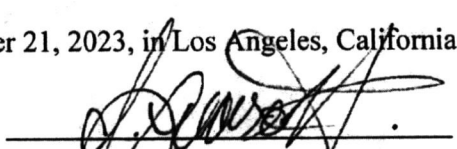
DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP

500 Capitol Mall, Suite 1550
Sacramento, CA 95814
Telephone: (916) 661-5700
Facsimile: (916) 661-5701
dcoyle@delfinomadden.com
sschrick@delfinomadden.com
ccolangelo@delfinomadden.com
jlomas@delfinomadden.com
aramirez@delfinomadden.com

Attorneys for Defendant T.L.S. PARTS, INC. dba BENZEEN AUTO PARTS

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this November 21, 2023, in Los Angeles, California.



IVETTE HERNANDEZ