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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ALEXIS SALCIDO-CEJA, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

MADRUGA ALVES CAR WASH, INC., a
California corporation; FAST TRACK CAR
WASH, LLC, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CV-21-003878

Honorable Stacy Speiller
Department 22

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGEMENT**

Date: September 6, 2024
Time: 8:30 a.m.
Department: 22

Complaint Filed: July 23, 2021
FAC Filed: November 7, 2023
Trial Date: None Set

1 This matter has come before the Honorable Stacy Speiller in Department 22 of the above-
2 entitled Court, located at 801 10th Street, Modesto, California 95354, on Plaintiff Alexis Salcido-
3 Ceja's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and
4 Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff, and Hoge Fenton appeared on behalf of Defendants Madruga Alves
6 Car Wash, Inc. and Fast Track Car Wash, LLC (together, "Defendants").

7 On May 6, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement and Release ("Agreement," or "Settlement Agreement"), which, together
11 with the exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. This Order incorporates by reference the definitions in the Settlement Agreement,
16 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
17 Settlement Agreement.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Actions.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt employees who worked
26 for Defendants within the State of California at any time during the Class
Period ("Class" or "Class Members").

27 4. The Court Approved Notice of Class Action Settlement ("Class Notice") that was
28 provided to the Class Members and PAGA Group Members, fully and accurately informed the

1 Class Members of all material elements of the Agreement and of their opportunity to participate
2 in the Class Settlement, object to or comment to the Class Settlement, or to seek exclusion from
3 the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and
4 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
5 the United States Constitution, due process and other applicable law. The Class Notice fairly and
6 adequately described the Agreement and provided the Class Members with adequate instructions
7 and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a
10 whole. More specifically, the Court finds that the Settlement Agreement was reached following
11 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”);
12 that the Settlement Agreement is the result of serious, informed, adversarial, and arms-length
13 negotiations between the parties; and that the terms of the Agreement are in all respects fair,
14 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
15 including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity
16 of the claims presented; the likely duration of further litigation; the amount offered in the
17 Settlement Agreement; the extent of investigation and discovery completed; and the experience
18 and views of Class Counsel. The Court has further considered the absence of objections to the
19 Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
20 Class and PAGA Settlement be affected in accordance with the Settlement Agreement and the
21 following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
26 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
27 Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval
28 Order and Judgment”), and the State of California and all current and former hourly-paid or non-

1 exempt employees who worked for Defendants within the State of California at any time during
2 the PAGA Period (“PAGA Group Members”) are bound by the PAGA Settlement and this Final
3 Approval Order and Judgment.

4 7. The Court finds that allocation of \$150,000.00 toward penalties under the
5 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
6 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
7 Penalties as follows: the amount of \$112,500.00 to the California Labor and Workforce
8 Development Agency (“LWDA Payment”), and the amount of \$37,500.00 to be distributed to the
9 Employee PAGA Amount on a *pro rata* basis (i.e., Employee PAGA Amount), in accordance with
10 the terms and methodology set forth in the Agreement.

11 8. The Court finds that payment of Settlement Administration Costs in the amount of
12 \$8,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
15 \$8,000.00, in accordance with the terms and methodology set forth in the Agreement.

16 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
17 the work performed by Plaintiff on behalf of the Class, the State of California, and PAGA Group
18 Members. It is hereby ordered that the Settlement Administrator issue payment in the amount of
19 \$7,500.00 to Plaintiff for his Enhancement Payment, according to the terms and methodology set
20 forth in the Agreement.

21 10. The Court finds that the requested Attorneys’ Fees in the amount of \$367,500.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$367,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Agreement.

27 11. The Court finds that the requested Litigation Costs of \$14,825.23 to Class Counsel
28 is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue

1 payment in the amount of \$14,825.23 to Class Counsel for reimbursement of litigation costs and
2 expenses, in accordance with the terms and methodology set forth in the Agreement.

3 12. The table set forth below shows the calculation of the Net Settlement Amount, to
4 be distributed pursuant to the Settlement:

5 Maximum Settlement Amount	\$1,050,000.00
6 Attorneys' Fees	\$367,500.00
7 Litigation Costs	\$14,825.23
8 Enhancement Payment	\$7,500.00
9 Settlement Administration Costs	\$8,000.00
10 PAGA Penalties	\$150,000.00
11 Net Settlement Amount to be paid to	\$502,174.77
12 Settlement Class Members	

13 In addition to the Net Settlement Amount, \$37,500.00 will be distributed to PAGA Group
14 Members on a *pro rata* basis.

15 13. The Court hereby enters Judgment by which Settlement Class Members shall be
16 conclusively determined to have given a release of any and all Released Class Claims against the
17 Released Parties, and the State of California and all PAGA Group Members shall be conclusively
18 determined to have given a release of any and all Released PAGA Claims against the Released
19 Parties, as set forth in the Agreement and Class Notice.

20 14. It is hereby ordered that within 21 calendar days of this Order, Defendants will
21 deposit the Maximum Settlement Amount (\$1,050,000.00) plus an amount sufficient to pay
22 Employer Taxes into an interest-bearing account established by the Settlement Administrator.

23 15. It is hereby ordered that within 10 calendar days after the full funding of the
24 Maximum Settlement Amount and an amount sufficient to pay Employer taxes, the Settlement
25 Administrator will issue Individual Settlement Payments to Settlement Class Members, Individual
26 PAGA Payments to PAGA Group Members, Attorneys' Fees and Costs to Class Counsel,
27 Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration
28 Costs to itself, in accordance with the terms and methodology set forth in the Agreement.

1 16. Each Individual Settlement Payment and Individual PAGA Payment check shall be
2 valid and negotiable for one hundred eighty (180) calendar days after mailing by the Settlement
3 Administrator, and thereafter, shall be canceled. Subject to Court approval, funds (and any interest
4 accrued thereon) associated with such canceled checks shall be, in accordance with California
5 Code of Civil Procedure section 384, paid to Legal Aid at Work. Settlement Class Members whose
6 Individual Settlement Payment checks are cancelled shall, nevertheless, be bound to the Class
7 Settlement. PAGA Group Members whose Individual PAGA Payment checks are cancelled shall,
8 nevertheless, be bound to the PAGA Settlement.

9 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
10 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
12 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
13 any dispute arising from or in connection with the distribution of settlement benefits.

14 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
15 Settlement Class Members and PAGA Group Members by posting a copy of the Final Approval
16 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
17 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
18 notice is not required.

19 19. A Final Compliance Hearing is set for _____ at _____
20 a.m./p.m. in Department 22. Class Counsel shall submit a final accounting report regarding the
21 status of the settlement administration at least five (5) court days prior to the Final Compliance
22 Hearing.

23
24 Dated: _____

Honorable Stacy Speiller
Judge of the Superior Court