

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 07 2024

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ALEXIS J. HERRERA, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

OPTIMA DEALER SERVICES INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. CIVSB2207398

*Assigned for all purposes to
Hon. Judge Christian Towns
Dept. S26*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 7, 2024
Time: 8:30 a.m.
Dept: S26

1 This matter came on for hearing on November 7, 2024, at 8:30 a.m., in Department S26
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed February 15, 2024 ("Order"), this Court's Amended Order Granting Preliminary
5 Approval filed July 2, 2024 ("Amended Order"), the Class Action and PAGA Settlement
6 Agreement and Class Notice ("Settlement Agreement"), and the Amendment to Class Action and
7 PAGA Settlement Agreement and Class Notice ("Settlement Agreement Amendment"), a copy
8 of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of Class
9 Action Settlement and subsequent Joint Stipulation to Grant Amended Proposed Order re Motion
10 for Preliminary Approval.

11 Having received and considered the Settlement Agreement and Settlement Agreement
12 Amendment, the supporting papers filed by the Parties, and the evidence and argument received
13 by the Court in conjunction with the unopposed Motion for Preliminary Approval of Class Action
14 Settlement heard February 15, 2024, the Joint Stipulation to Grant Amended Proposed Order re
15 Motion for Preliminary Approval, and the instant Motion for Final Approval, the Court grants
16 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
17 DETERMINATIONS:

18 1. Pursuant to the Order and Amended Order, a Notice Packet was sent to each Class
19 Member by first-class mail. These papers informed the Class of the terms of the Settlement, their
20 right to receive an Individual Settlement Payment, their right (a) to comment on or object to the
21 Settlement, (b) to request exclusion from the Settlement and pursue their own remedies, and (c)
22 of their right to appear in person or by counsel at the final approval hearing and to be heard
23 regarding approval of the Settlement. Adequate periods of time were provided by each of these
24 procedures. No member of the Class filed written objection to the proposed Settlement as part of
25 this notice process or stated an intention to appear at the final approval hearing.

26 2. The Court finds and determines that this notice procedure afforded adequate
27 protections to Participating Class Members and provides the basis for the Court to make an
28 informed decision regarding approval of the Settlement based on the responses of the Class. The

1 Court finds and determines that the notice provided in this case was the best notice practicable,
2 which satisfied the requirements of law and due process.

3 3. With respect to the Class and for purposes of approving this Settlement only, this
4 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
5 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
6 Class, and there is a well-defined community of interest among members of the Class with respect
7 to the subject matter of the Action; (c) the claims of Class Representative Alexis J. Herrera are
8 typical of the claims of the members of the Class; (d) the Class Representative has fairly and
9 adequately protected the interests of the members of the Class; (e) a class action is superior to
10 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
11 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
12 Plaintiff in their individual and representative capacities for the Class.

13 4. The Court has certified a Class, as that term is defined in and by the terms of the
14 Settlement Agreement as all California citizens currently or formerly employed by Defendant as
15 a non-exempt employee in the State of California at any time from October 8, 2017 through
16 June 14, 2023, and the Court deems this definition sufficient for purposes of California Rule of
17 Court 3.765(a).

18 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

19 6. The Court hereby confirms Plaintiff Alexis J. Herrera as the Class Representative
20 in this Action.

21 7. The Court finds and determines that the terms set forth in the Settlement
22 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
23 according to its terms, having found that the Settlement was reached as a result of informed and
24 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
25 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
26 were able to reasonably evaluate their respective positions. The Court also finds that the
27 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
28 as well as delay and risks if the Parties were to continue to litigate the case. The Court has

1 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
2 value accorded to the Class.

3 8. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Class and to each Participating Class Members and that the
5 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
6 be and hereby are ordered to be consummated.

7 9. The Court hereby approves the Gross Settlement Amount of \$450,000.00.

8 10. The Court finds and determines that the Individual Settlement Payments to be paid
9 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
10 Court hereby gives final approval to and orders the payment of those amounts be made to the
11 Participating Class Members in accordance with the Settlement Agreement.

12 11. The Court finds and determines that payment to the California Labor and
13 Workforce Development Agency of \$22,500.00 as its share of the settlement of civil penalties in
14 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
15 that the payment of that amount be paid in accordance with the Settlement Agreement.

16 12. The Court finds and determines that the fees and expenses in administrating the
17 Settlement incurred by CPT Group Class Action Administrators in the amount of \$14,000.00,
18 are fair and reasonable. The Court hereby gives final approval to and orders that the payment of
19 that amount in accordance with the Settlement.

20 13. The Court finds and determines the Class Representative Service Payment of up
21 to \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
22 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
23 Settlement Agreement.

24 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
25 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
26 in the sum of \$150,000 and litigation costs of \$17,985.19. The Court finds such amounts to be
27 fair and reasonable. The Court hereby orders the Settlement Administrator to make these
28 payments in accordance with the terms of the Settlement Agreement.

1 15. Without affecting the finality of this order or the entry of judgment in any way,
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation, and enforcement of this order and the Settlement.

4 16. Neither Defendant nor any related persons or entities shall have any further
5 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
6 except as provided for by the Settlement Agreement or Settlement Agreement Amendment.

7 17. Neither the making of the Settlement Agreement, the making of the Settlement
8 Agreement Amendment nor the entry into the Settlement Agreement constitutes an admission by
9 Defendant, nor is this order a finding of the validity of any claims in this case or of any other
10 wrongdoing. Further, the Settlement Agreement and Settlement Agreement Amendment are not
11 a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
12 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement or
13 Settlement Agreement Amendment be construed as an admission or concession by or against
14 Defendant or any related person or entity.

15 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
16 under the Settlement or under this order, including the requirement that Defendant's make
17 payment to the Participating Class Members in accordance with the Settlement.

18 19. Upon completion of administration of the Settlement, the Settlement
19 Administrator will provide written certification of such completion to the Court and counsel for
20 the Parties which shall be filed with the Court five (5) court days before the non-appearance
21 compliance hearing set for August 7, 2025 at 8:30 a.m. [or _____, 2025
22 at _____ a.m.], in Dept. S26 of the above-entitled Court.

23 20. The Court hereby enters final judgment in accordance with the terms of the
24 Settlement Agreement, Settlement Agreement Amended, the Order filed on February 14, 2024,
25 the Amended Order filed on July 2, 2024, and this Order.

26 //

27 //

28 //

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

DATED: 11.7.2024

C Towns
Honorable Christian Towns
JUDGE OF THE SUPERIOR COURT