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FILED
ALAMEDA COUNTY

OCT 27 2023

CLERK OF THE SUPERIOR COURT

By

Nicole Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

TIFFANY VON BARDELEBEN, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

AUTOGLASSNOW, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 21CV001084

Assigned for All Purposes to:
Honorable Evelio Grillo
Department 21

CLASS ACTION

[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT

[Reservation ID: 285844838058]

Hearing Date: October 20, 2023
Hearing Time: 9:00 a.m.
Hearing Place: Department 21

Complaint Filed: October 25, 2021
FAC Filed: September 16, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Tiffany Von Bardeleben and
2 Crystal Campos' ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering the papers submitted in support of the motion, including the Amended Class Action
4 and PAGA Settlement Agreement and Class Notice ("Settlement Agreement," "Settlement," or
5 "Agreement"), hereby **FINDS AND ORDERS**:

6 Plaintiffs and Defendant Autoglassnow, LLC ("Defendant") entered the Settlement
7 Agreement on or about February 28, 2023 to settle this lawsuit.

8 The Court entered an order dated April 21, 2023 preliminarily approving the settlement
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
11 providing Class Members with an opportunity to object to the Settlement or exclude themselves
12 from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on October 20, 2023 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
26 exempt employees of Defendant within the State of California at any time during the period from
27 April 15, 2017 to December 31, 2021 ("Class," "Class Members," and "Class Period"). There are
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one hundred twenty-nine (129) Class Member who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for the purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

- a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;
- b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;
- c. constitutes the best practicable notice to Class Members under the circumstances of this lawsuit; and
- d. constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith and are the product of arm’s-length negotiations by experienced counsel who have carried out a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

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1 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
2 Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
5 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
6 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
7 that were or could have been raised in this lawsuit and are encompassed by the Released Class
8 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement
9 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
10 Class Members who have submitted timely requests for exclusion.

11 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
12 any action to enforce the terms and provisions of the Settlement Agreement.

13 9. Release by Participating Class Members. Effective on the date when Defendant
14 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
15 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
16 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, release Released Parties from the Released Class Claims.

18 a. Release by the State of California. Effective on the date when Defendant fully
19 funds the entire Gross Settlement Amount and funds all employer payroll taxes
20 owed on the Wage Portion of the Individual Class Payments, Plaintiffs, as agents
21 and proxies of the State of California, and the State of California itself (including
22 the California Labor and Workforce Development Agency ("LWDA")) are
23 deemed to release the Released Parties from the Released PAGA Claims.

24 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the entire
25 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
26 Portion of the Individual Class Payments, Plaintiffs and his or her former and
27 present spouses, representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns generally, release and discharge Released Parties from

1 Plaintiffs' Release. Plaintiffs also expressly waive and relinquish the provisions,
2 rights, and benefits, if any, of section 1542 of the Civil Code.

- 3 c. Released Parties. The Released Parties include Defendant and each of its former
4 and present directors, officers, shareholders, owners, members, attorneys,
5 insurers, predecessors, successors, assigns, subsidiaries, affiliates.

6 10. Class Representative Service Payments. The Court finds the Class Representative
7 Service Payments of \$10,000, to be paid by Defendant to each Plaintiff out of the Gross
8 Settlement Amount (totaling \$20,000), to be reasonable and appropriate. The Class
9 Representative Service Payments are to be paid pursuant to the terms and provisions set forth in
10 the Settlement Agreement.

- 11 a. The rationale for making enhancement payments is class representatives should
12 be compensated for the expense and risk they incurred in conferring a benefit on
13 the Class. Criteria courts consider include: (1) risk to the class representatives in
14 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
15 effort spent by the class representatives; (4) duration of the litigation; and (5)
16 personal benefit (or lack thereof) enjoyed by class representatives.

- 17 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
18 risks inherent in the services as the class representative, duration of the case and
19 time involved, and benefits created for the Class, the Court approves the payment
20 of the Class Representative Service Payments of \$10,000 to each Plaintiff.

21 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
22 The Court finds the Class Counsel Fees Payment of \$133,333.33, to be paid by Defendant to
23 Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In
24 addition, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for
25 actual litigation costs incurred of \$16,905.72, to be paid by Defendant to Class Counsel out of
26 the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
27 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
28 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements

1 incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members.
2 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or
3 disbursements incurred by Plaintiffs or Class Members in connection with or related in any
4 manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class
5 Claims and Released PAGA Claims.

6 a. The Court has an independent right and responsibility to review the Class Counsel
7 Fees Payment and only award so much as it determines reasonable. (See
8 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
9 127-28.) The Class Counsel Fees Payment of \$133,333.33 is one-third (1/3) of the
10 common fund created for the benefit of the Class and is supported by use of the
11 percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1
12 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken,
13 difficult nature of this litigation, skills required, percentage fees award in previous
14 and other cases, and contingent fees charged in the marketplace, the Court finds
15 the Class Counsel Fees Payment is consistent with the marketplace, is reasonable,
16 and is approved.

17 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
18 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
19 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class
20 Counsel expended \$16,905.72 in litigation costs, and such costs were reasonable.
21 Thus, the Court approves the payment of the Class Counsel Litigation Expenses
22 Payment of \$16,905.72 from the common fund for the reimbursement of Class
23 Counsel's litigation costs.

24 12. Administration Expenses Payment. The Court finds Administration Expenses
25 Payment of \$7,250, to be paid by Defendant to the Administrator out of the Gross Settlement
26 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
27 pursuant to terms and provisions set forth in the Settlement Agreement.

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1 a. The Court reviewed the declaration of Yami Burns from Phoenix Class Action
2 Settlement Administrators, the Court-approved Administrator. The Court finds
3 notice was provided to the Class pursuant to the Preliminary Approval Order,
4 constitutes the best practicable notice to the Class, and satisfied due process.
5 Thus, the Court approves the payment of the Administration Expenses Payment of
6 \$7,250 for the Administrator's services in administering the Settlement.

7 13. PAGA Penalties. The Court finds the PAGA Penalties of \$50,000, seventy-five
8 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement
9 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to Aggrieved
10 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be
11 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

12 14. Funding the Settlement. Defendant shall fully fund the Gross Settlement Amount
13 and fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
14 the funds to the Administrator no later than fourteen (14) days after the Effective Date. Within
15 fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will
16 mail checks for all settlement payments.

17 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
18 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
19 Settlement was the product of arm's-length negotiations following extensive litigation,
20 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
21 Lynn Frank, an experienced and well-respected mediator.

22 a. The fairness of the Settlement is demonstrated by there being no objections to and
23 no requests for exclusion from the Settlement.

24 b. The fairness of the Settlement is further illustrated by the gross *average*
25 Individual Class Payment being approximately \$1,337.29, and the gross *highest*
26 Individual Class Payment being about \$6,128.09.

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1 16. Uncashed Checks. Participating Class Members and Aggrieved Employees must
2 cash or deposit their settlement checks within one hundred eighty (180) calendar days after the
3 settlement checks are mailed to them. Uncashed settlement checks will be canceled and paid to
4 the *cy pres* recipient Legal Aid At Work.

5 17. Modification of Agreement. The Participating Class Members are hereby
6 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
7 written instrument signed by all Parties or their representatives and approved by the Court. Such
8 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
9 the rights of Participating Class Members under the Agreement.

10 18. Final Accounting and Compliance. The Court sets a nonappearance case review
11 for May 31, 2024 in Department 21. Within five (5) court days before this hearing, Plaintiffs
12 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
13 compliance status report shall specify the total amount paid to Class Members and the residual of
14 the unclaimed settlement funds that will be paid to the entity identified as the recipient of such
15 funds in the Settlement, along with a proposed amended judgment to facilitate this payment.

16 a. Holdback Provision. Ten percent (10%) of the Attorney Fee Award (\$13,333.33)
17 shall be held in an interest-bearing account, maintained by the Settlement
18 Administrator, pending the submission and approval of a final compliance status
19 report after completion of the distribution process.

20 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
21 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
22 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
23 and for any other necessary purpose, including, without limitation:

24 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
25 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
26 arise out of the Settlement or this Order and Judgment;

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- 1 b. entering such additional orders as may be necessary or appropriate to protect or
2 effectuate this Order and Judgment approving the Settlement, and permanently
3 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
4 the fair and orderly administration of the Settlement; and
5 c. entering any other necessary or appropriate orders to protect and effectuate this
6 Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
9 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
16 THE JUDGMENT THEREON.

17 IT IS SO ORDERED.

18
19 DATED: OCT 27 2023



HONORABLE EVELIO GRILLO
SUPERIOR COURT JUDGE

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 11/02/2023
PLAINTIFF/PETITIONER: Tiffany Von Bardeleben	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
DEFENDANT/RESPONDENT: AutoGlassNow, LLC	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 21CV001084

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Judgment on the Pleading - 10/27/2023 entered for Plaintiff Tiffany Von Bardeleben against Defendant AutoGlassNow, LLC. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Douglas Han
Justice Law Corporation
dhan@justicelawcorp.com

Giulio A. Sanchez
Wanger Jones Helsley PC
gsanchez@wjhattorneys.com

Dated: 11/02/2023

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is jtorrez@justicelawcorp.com

On November 6, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Von Bardeleben, et al. v. Autoglassnow, LLC**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM- 886548-22**
Court Case No.: 21CV001084
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on November 6, 2023, at Pasadena, California.



Jessica Torrez