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LAW AND MOTION DEPT. 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TYLER CRUM, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

S&D CARWASH MANAGEMENT, LLC, a
Limited Liability Company; and Does 1
through 50, Inclusive,

Defendants.

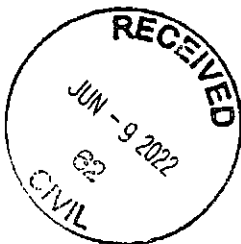
CASE NO.: 34-2019-00251338-CU-OE-GDS

CEK
~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Hearing Date: July 5, 2022
Hearing Time: 9:00 a.m.

Judge: Hon. Christopher E. Krueger
Dept.: 54

Action Filed: February 26, 2019
Trial Date: None Set



FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Tyler Crum and Alicia Luna ("Plaintiffs") for an order finally
2 approving the Class Action Settlement Agreement ("Agreement") with Defendants S&D Carwash
3 Management, LLC ("S&D"), Quick Quack Car Wash Holdings, LLC dba Quick Quack Car Wash;
4 Quick Quack Car Wash Management, LLC, and Quick Quack Development II, LLC; dba Quick
5 Quack Car Wash's (collectively "Defendants"), attorneys' fees and costs, service payments, and
6 the fees and expenses of the Settlement Administrator duly came on for hearing on July 5, 2022
7 before the Honorable Christopher E. Krueger.

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9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in the
14 Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending before
16 the California Superior Court for the County of Sacramento, and over all Parties to this litigation,
17 including the Class and Aggrieved Employees.

18 3. Based on a review of the papers submitted by Plaintiffs and a review of the
19 applicable law, the Court finds that the Gross Settlement Amount of One Million Nine Hundred
20 Fifty Thousand Dollars (\$1,950,000) and the terms set forth in the Agreement are fair, reasonable,
21 and adequate.

22 4. The Court further finds that the Settlement was the result of arm's length
23 negotiations conducted after Class Counsel had adequately investigated the claims and became
24 familiar with the strengths and weaknesses of those claims. In particular, the amount the
25 Settlement, the significant risks relating to certification, liability, and damages issues, and the
26 assistance of an experienced mediator in the settlement process, among other factors, support the
27 Court's conclusion that the Settlement is fair, reasonable, and adequate.

1 5. The Court further finds that Plaintiffs and Class Counsel adequately represented the
2 Class and Aggrieved Employees in the Action.

3 **Preliminary Approval of the Settlement**

4 6. On March 7, 2022, the Court granted preliminary approval of the Settlement. At
5 this same time, the Court approved conditional certification of the Class for settlement purposes
6 only.

7 **Notice to the Class**

8 7. In compliance with the Preliminary Approval Order, the Class Notice was mailed
9 by first class mail to members of the Class at their last known addresses on or about April 11,
10 2022. Mailing of the Class Notice to their last known addresses was the best notice option under
11 the circumstances and was reasonably calculated to communicate actual notice of the litigation
12 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
13 accurately informed the Class Members of all material elements of the proposed Settlement and of
14 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
15 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
16 State of California, the United States Constitution, due process and other applicable law. The
17 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
18 instructions and a variety of means to obtain additional information.

19 8. The deadline for opting out of the Class or submitting written objections to the
20 Settlement was May 26, 2022. There was an adequate interval between mailing of the Class
21 Notice and the response deadline to permit Class Members to choose what to do and act on their
22 decision. A full opportunity has been afforded to the Class Members to participate in this hearing,
23 and all Class Members and other persons wishing to be heard have been heard. Class Members
24 also have had a full and fair opportunity to exclude themselves from the proposed Settlement and
25 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
26 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
27 Judgment.

1 **Fairness Of Settlement**

2 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 parties during an all-day mediation before Jeffrey Ross, a respected and experienced mediator of
6 wage and hour class actions. There has been no collusion between the parties in reaching the
7 proposed settlement.

8 b. Plaintiffs' investigation and discovery have been sufficient to allow the
9 Court and counsel to act intelligently.

10 c. Counsel for both parties are experienced in similar employment class action
11 litigation. All counsel recommended approval of the Agreement.

12 d. The percentage of objectors and requests for exclusion is small. No
13 objections were received. One (1) request for exclusion was received.

14 e. The participation rate was high. 2,416 Class Members will be mailed a
15 settlement payment, representing 99.95% of the overall Class.

16 10. The consideration to be given to the Class Members under the terms of the
17 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
18 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
19 Members' claims, given the uncertainties and significant risks of the litigation and the delays
20 which would ensue from continued prosecution of the action.

21 11. The Agreement is approved as fair, adequate and reasonable and in the best
22 interests of the Class Members.

23 **Attorneys' Fees and Costs**

24 12. An award of \$650,000 for attorneys' fees, representing one-third of the Gross
25 Settlement Amount, and \$19,218.70 for litigation costs and expenses, is reasonable, in light of the
26 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
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1 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
2 and billing statement.

3 **Class Representative Service Payments**

4 13. The Agreement provides for a Class Representative Service Payments of not more
5 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
6 Representative Service Payment in the amount of \$10,000 each to the Plaintiffs is reasonable in
7 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
8 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
9 release.

10 **Settlement Administration Expenses**

11 14. The Settlement Administrator shall calculate and administer the payment to be
12 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
13 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
14 Payment, issue any required tax reporting forms, calculate withholdings and perform the other
15 remaining duties set forth in the Agreement. The Settlement Administrator has documented
16 \$25,972 in fees and expenses, and this amount is reasonable in light of the work performed by the
17 Settlement Administrator.

18 **PAGA Payment**

19 15. The Agreement provides for a PAGA Payment out of the Gross Settlement
20 Amount of \$300,000, which shall be allocated \$225,000 to the LWDA as the LWDA's 75% share
21 of the settlement of civil penalties paid pursuant to the PAGA and \$75,000 to be distributed to the
22 Aggrieved Employees based on their respective weeks worked during the PAGA Period. The
23 Aggrieved Employees are all individuals who worked for Defendants in California as non-exempt
24 employees at any time during the PAGA Period, which is February 16, 2018 to June 26, 2021.
25 The Court finds this PAGA Payment to be reasonable. All Aggrieved Employees will be sent
26 their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims
27 as set forth below, whether or not they opt out of the Settlement.

16. The Court finds that Plaintiffs provided proper and adequate notice of this Action to the LWDA under California Labor Code §§ 2699.3 and 2699(l)(1), and Class Counsel timely provided the LWDA with a copy of the Settlement in accordance with California Labor Code § 2699(l)(2).

17. The Court hereby approves this Settlement of PAGA claims pursuant to California Labor Code § 2699(l)(2). Accordingly, the LWDA and the State of California shall be bound by the release(s) of PAGA claims set forth in the Settlement Agreement. In addition, all Aggrieved Employees attempting to stand in the shoes of the LWDA and/or the state of California and other purported Aggrieved Employees under the PAGA, or to recover penalties from a PAGA action filed by another purported “Aggrieved Employee,” shall be bound by the release(s) of PAGA claims set forth in the Settlement Agreement and shall be barred from prosecuting and/or participating in such PAGA action and/or PAGA recovery, whether or not they opt out of the Settlement.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

All individuals who worked for Defendants in California as non-exempt employees at any time during the Class Period (February 26, 2015 through June 26, 2021).

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. There was one (1) valid request for exclusion received from Gerald Andrew DeMartile.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

1 4. Class Counsel are awarded attorneys' fees in the amount of \$650,000 and costs in
2 the amount of \$19,218.70. Class Counsel shall not seek or obtain any other compensation or
3 reimbursement from Defendants, Plaintiffs or members of the Class.

4 5. The payment of the Class Representative Service Payments in the amount of
5 \$10,000 each to the Plaintiffs is approved.

6 6. The payment of \$25,972 to the Settlement Administrator for their fees and
7 expenses is approved.

8 7. The PAGA Payment of \$300,000 is approved and shall be allocated in accordance
9 with the Agreement.

10 8. The Agreement and this Settlement are not an admission by Defendants, nor is this
11 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
12 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
13 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
14 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
15 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
16 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
17 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
18 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
19 these restrictions, Defendants may file in the Action or in any other proceeding this Final
20 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
21 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
22 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
23 Claims and/or the Released PAGA Claims.

24 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
25 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. Class Counsel shall also
26 submit a copy of this Final Approval Order and Judgment to the LWDA pursuant to and in
27 accordance with California Labor Code § 2699(1)(3). The Final Approval Order and Judgment
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1 shall be posted on Class Counsel's website as set forth in the Class Notice to the Class. It shall not
2 be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class
3 Members.

4 10. If the Agreement does not become final and effective in accordance with the terms
5 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
6 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
7 revert to their respective positions as of before entering into the Agreement, and expressly reserve
8 their respective rights regarding the prosecution and defense of this Action, including all available
9 defenses and affirmative defenses, and arguments that any claim in the Action could not be
10 certified as a class action and/or managed as a representative action.

11
12 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

13 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
14 Plaintiffs, and all members of the Class, shall take nothing in the Action.

15 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
16 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
17 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
18 arising from or in connection with the distribution of settlement benefits.

19 3. The Parties are authorized, without further approval from the Court, to agree to and
20 to adopt such amendments, modifications and expansions of the Agreement and all exhibits
21 attached thereto which are consistent with this Final Approval Order and Judgment and as
22 approved by the Court.

23 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
24 provided in the Agreement and in this Final Approval Order and Judgment.

25 5. As of the Effective Date, each Class Member who has not validly opted out has
26 released the "Released Class Claims" against the Defendant as set forth in the Agreement.
27 "Released Class Claims" means any and all causes of action alleged in the operative complaints in
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1 the Action, or that could have been alleged based upon the facts alleged in the operative
2 complaints in the Action, which arose during the Class Period, and expressly excluding all other
3 claims, including claims for wrongful termination, unemployment insurance, disability, social
4 security, and workers' compensation, and claims outside of the Class Period.

5 6. As of the Effective Date, Defendant shall receive a release from Aggrieved
6 Employees and the State of California of all PAGA claims for civil penalties alleged in the
7 operative complaints in the Action or the PAGA letters sent by Plaintiffs which arose during the
8 PAGA Period or PAGA claims that could have been alleged based upon the facts alleged in the
9 operative complaints in the Action and PAGA letters sent by Plaintiffs which arose during the
10 PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be
11 effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted
12 a request for an exclusion from the Class.

13 7. As of the Effective Date, Plaintiffs generally, releases and discharges the Released
14 Parties from all claims or causes of action, whether known or unknown, including but not limited
15 to under federal or state law, against Released Parties ("Plaintiffs' Released Claims") as set forth
16 fully in the Agreement.

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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19 Dated: JUL 14 2022

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21 
22 HON. CHRISTOPHER E. KRUEGER
23 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT