

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

BRIANA ARREOLA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

FLEET SERVICES, INC., a California
Corporation; DICK VAN ECK, an
individual; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 30-2023-01316151-CU-OE-CXC
*[Assigned to Hon. Layne Melzer, Dept
CX102, for all purposes]*

**[PROPOSED] ORDER AND
JUDGMENT**

Plaintiff Briana Arreola's ("Plaintiff") Motion for Final Approval of the Class Action and
PAGA Representative Action Settlement (the "Final Approval Motion"), as set forth in the
Amended Class Action and PAGA Representative Action Settlement Agreement and Release of
Claims ("Settlement Agreement"), came for a hearing in Department CX102 of the above-
entitled court. The Final Approval Motion was unopposed by Defendants Fleet Services, Inc.
("Fleet Services"), and Dick Van Eck (collectively, "Defendants").

Having considered the Final Approval Motion, the Settlement Agreement, the
Declarations, and all other materials properly before the Court and having conducted an inquiry

1 pursuant to California Rules of Court, Rule 3.769(g), the Court finds that the Settlement
2 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
3 Due and adequate notice having been given to the Class, and the Court having considered the
4 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
5 comments received regarding the proposed settlement, and having reviewed the record in this
6 Action, and good cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Order and Judgment, refers to all defined terms
9 (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, Plaintiff, the
11 Class Members, the Aggrieved Employees, and Defendants. The Court finally appoints Plaintiff
12 as Class Representative, and further appoints Brian Mankin and Misty Lauby of Lauby Mankin
13 Lauby LLP as Class Counsel.

14 3. For purposes of effectuating this Order and Judgment, this Court has certified the
15 following Class: “All current and former nonexempt (hourly paid) employees employed by
16 Defendant Fleet Services, Inc., in California during the Class Period of March 30, 2019, through
17 April 20, 2024.” The Court deems this definition sufficient for purposes of California Rules of
18 Court, Rule 3.765(a).

19 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
20 current and former nonexempt (hourly paid) employees employed by Defendant Fleet Services,
21 Inc., in California during the PAGA Period of March 30, 2022, through April 20, 2024.”

22 5. The Court finds that the distribution of the Notice Packet, as provided for in the
23 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
24 under the circumstances to all Class Members and fully met the requirements of California law
25 and due process under the California and United States Constitutions. Based on evidence and
26 other material submitted, the actual notice to the class was adequate.

27 6. The Court finds that the instant Action presented a good faith dispute of the
28 claims alleged, and the Court finds in favor of settlement approval.

1 7. The Released Class Claims on behalf of the Participating Class Members include:

2 The Class claims stated in the operative Complaint and those based
3 solely upon the facts in the Complaint, including: (1) failure to pay
4 minimum wages; (2) failure to pay overtime wages; (3) failure to
5 provide meal periods; (4) failure to provide rest breaks; (5) failure
6 to reimburse business expenses; (6) failure to pay vested vacation;
7 (7) failure to timely pay final wages (including, but not limited to,
8 unpaid sick pay); (8) failure to provide accurate itemized wage
9 statements; and (9) unfair and unlawful competition. The time
10 period governing the Released Class Claims shall be the Class
11 Period.

12 8. The Released PAGA Claims on behalf of the Aggrieved Employees include:

13 The PAGA claims based on the facts stated in the relevant LWDA
14 notice letters and only to the extent that they are alleged in the
15 operative Complaint, including all PAGA claims seeking civil
16 penalties premised upon: (1) failure to pay minimum wages; (2)
17 failure to pay overtime wages; (3) failure to provide meal periods;
18 (4) failure to provide rest breaks; (5) failure to reimburse business
19 expenses; (6) failure to pay vested vacation; (7) failure to pay wages
20 each pay period; (8) failure to timely pay wages upon separation of
21 employment (including, but not limited to, unpaid sick pay); (9)
22 failure to provide accurate itemized wage statements; and (10) all
23 other claims for civil penalties recoverable under the PAGA based
24 on the facts or claims alleged in the LWDA notice letters and
25 Complaint. The time period governing the PAGA Released Claims
26 shall be the PAGA Period. The PAGA Released Claims do not
27 release any Aggrieved Employees' claims for wages or statutory
28 penalties.

9 9. There was one objection to the Settlement. The objection failed to state a valid
10 basis to modify the Settlement Agreement and is therefore overruled.

11 10. There was one Request for Exclusion to the Settlement that was submitted by
12 Edwardo Martinez. Except for this individual, all other Class Members are Participating Class
13 Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this
14 Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment,
15 constituting a pro rata share of PAGA Penalties.

16 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
17 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The

1 Parties are directed to perform in accordance with the terms set forth in the Settlement
2 Agreement.

3 12. The Parties are to bear their own costs, except as otherwise provided in the
4 Settlement Agreement.

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

15 14. By this Judgment, the Class Representative shall release, relinquish, and
16 discharge, and each of the Participating Class Members shall be deemed to have, and by
17 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
18 discharged all Released Class Claims. Likewise, each of the Aggrieved Employees shall be
19 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
20 relinquished, and discharged all Released PAGA Claims.

21 15. Neither the Settlement Agreement nor the Settlement contained therein, nor any
22 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
23 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
24 Participating Class Members as an admission of, or evidence of, the validity of any of the
25 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
26 Released Parties; (ii) is or may be deemed to be or may be used by Plaintiff or Aggrieved
27 Employees as an admission of, or evidence of, the validity of any of the Released PAGA Claims,
28 or of any wrongdoing or liability of Defendants or any of the other Released Parties; or (iii) is or

1 may be deemed to be or may be used by the Class Representative or Participating Class
2 Members as an admission of, or evidence of, any fault or omission of Defendants or any of the
3 other Released Parties in any civil, criminal, or administrative proceeding in any court,
4 administrative agency, or other tribunal. Defendants or any of the other Released Parties may
5 file the Settlement Agreement and/or the Judgment from this Action in any other action that may
6 be brought against them in order to support a defense or counterclaim based on principles of *res*
7 *judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
8 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9 16. The Settlement Amount to be paid under the Settlement Agreement is
10 \$275,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
11 \$91,666.67, Class Counsel's litigation expenses of \$18,936.23, a Service Payment to Class
12 Representative of \$5,000.00, Administration Costs of \$7,950.00 to ILYM Group, and \$20,625.00
13 to the LWDA for PAGA penalties and \$6,875.00 to the Aggrieved Employees for PAGA
14 Penalties. Defendants do not oppose these requests. In addition, and concurrently with paying
15 the Settlement Amount, Defendants shall separately pay all employer payroll taxes owed on the
16 Wage Portion of the Individual Class Payments, which shall be reported through the
17 Administrator. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and
18 awards the payments set forth below from the Settlement Amount:

- 19 A) \$91,666.67 to Class Counsel for attorneys' fees in light of the benefit
20 obtained on behalf of the Class;
- 21 B) \$18,936.23 to Class Counsel for litigation costs;
- 22 C) \$5,000.00 to Class Representative as a Service Payment;
- 23 D) \$7,950.00 to the Administrator, ILYM Group;
- 24 E) \$20,625.00 to the LWDA;
- 25 F) \$6,875.00 to the Aggrieved Employees on a pro rata basis;
- 26 G) After deducting the foregoing payments from the Settlement Amount, the
27 remainder shall form the Net Settlement Amount payable to the Participating Class
28

Members as set forth in the Settlement Agreement and as calculated by the Administrator.

17. The Administrator is directed to calculate the Participating Class Members' Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments in accordance with the Settlement Agreement and this Order and Judgment.

18. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], the Superior Court of California for the County of Orange entered Judgment in the case entitled *Briana Arreola v. Fleet Services, Inc., et al.*, pending in Superior Court of the State of California, County of Orange, Case No. 30-2023-01316151-CU-OE-CXC, on behalf of all current and former nonexempt (hourly paid) employees employed by Defendant Fleet Services, Inc., in California during the Class Period of March 30, 2019, through April 20, 2024."

19. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate their check within this time period, the check will be canceled. The value of the unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the Controller's Office for the State of California in the name of the Participating Class Member or/or Aggrieved Employee.

20. The following dates shall govern for purposes of this implementing this Order and Judgment:

Date this Order is Signed	Final Approval Order is entered
61 Days After Final Order is Entered	Effective Date occurs
30 Days After the Effective Date	Defendants are ordered to fund the Settlement Amount (plus Defendants' share of payroll taxes owed on Individual Class Payments).

10 Days After Receipt of Payment	Administrator is directed to disburse the Settlement Amount in accordance with the Settlement Agreement and this Order and Judgment.
180 Days After Mailing Checks	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks. Any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and Judgment, and applicable law.
15 Court Days before Disbursement Hearing	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the date payment was issued to the State Controller.
Date: _____, 2027 Time: _____ a.m.	Disbursement Hearing

21. This document shall constitute a Judgment for purposes of California Rule of Court, Rule 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, the Aggrieved Employees, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

Hon. Layne Melzer