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Attorneys for Plaintiff

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

SAYEDHASIB SADAT, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

ISLAND AUTO TOWING, INC. f/k/a ISLAND
AUTO REPAIR, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Alameda
08/01/2025
Clerk of the Court, Executive Officer / Clerk of the Court
By: C. Felix-Ochoa Deputy
C. Felix-Ochoa
Case No.: 23CV036438
CLASS ACTION
[Assigned for all purposes to Hon. Michael Markman, Dept. 23]
~~[PROPOSED]~~ **JUDGMENT AND
ORDER OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**
Reservation No.: A-36438-001
Date: June 5, 2025
Time: 10:00 a.m.
Dept.: 23
Action Filed: June 20, 2023
Trial Date: None Set

1 The Motion of Plaintiff Sayedhasib Sadat (“Plaintiff”) for Final Approval of Class Action
2 Settlement (the “Motion”) came on regularly for hearing before this Court on June 5, 2025 at
3 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
4 Preliminary Approval of Class Action Settlement. Having considered the proposed Settlement
5 Agreement (the “Settlement”) and the documents and evidence presented in support thereof; and
6 recognizing the sharply disputed factual and legal issues involved in this litigation, the risks of
7 further prosecution, and the substantial benefits to be received by the Settlement Class pursuant
8 to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable,
9 and adequate, and is the product of good faith, arm’s-length negotiations between the parties.
10 Good cause appearing therefore, the Court hereby GRANTS Plaintiff’s Motion and hereby
11 ORDERS the following:

12 1. Final judgment is hereby entered in conformity with the Settlement and this Final
13 Approval Order.

14 2. The Court finds that the Settlement Class is ascertainable, and that there is a
15 sufficiently well-defined community of interest among the members of the Settlement Class in
16 questions of law and fact. Therefore, the conditional certification is hereby made final, and the
17 Court certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Defendant Island
19 Auto Towing, Inc. f/k/a Island Auto Repair, Inc. (“Defendant”) in California at
any time from June 20, 2019 through February 19, 2024 (the “Class Period”)

20 3. The Court hereby confirms Plaintiff as the Class Representative, and confirms
21 Neil M. Larsen and Jennifer S. Rivera of Abramson Labor Group as Class Counsel.

22 4. The Court finds that notice was provided to Settlement Class members as set forth
23 in the Settlement, which was approved by the Court on January 23, 2025, and the notice process
24 has been completed in conformity with the Settlement. The Court finds that said notice was the
25 best notice practicable under the circumstances. The Class Notice provided due and adequate
26 notice of the proceedings and matters set forth therein, informed Settlement Class members of
27 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
28 California Rule of Court 3.769, and due process.

1 5. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class members opted out of the Settlement, and that the 100% participation rate
3 in the Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

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

16 8. The Court orders that Defendant shall deposit the Gross Settlement Amount into
17 an account established by Phoenix Settlement Administrators (“Settlement Administrator”), in
18 accordance with the schedule outlined in the Settlement.

19 9. The Court finds that the Individual Settlement Awards, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
21 distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

22 10. The Court finds that the Class Representative Service Award in the amount of
23 \$7,500.00 to Plaintiff is appropriate for the risks undertaken and his service to the Settlement
24 Class. The Court finds this award is fair, reasonable, and adequate, and orders that the Settlement
25 Administrator make this payment in conformity with the terms of the Settlement.

26 11. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
27 the Gross Settlement Amount for all of its work done and to be done until the completion of this
28 matter, and finds that sum appropriate.

1 12. The Court finds that attorneys’ fees in the amount of \$112,000.00 for Class
2 Counsel, and litigation costs of \$17,591.30 are fair, reasonable, and adequate in light of the
3 common fund created by this litigation, and orders that the Settlement Administrator distribute
4 these payments in conformity with the terms of the Settlement.

5 13. The Settlement Administrator shall hold 10% (amounting to \$11,200.00) of Class
6 Counsel’s awarded attorneys’ fees in an interest-bearing account maintained by the Settlement
7 Administrator, pending the submission and approval of the Final Compliance Status Report after
8 completion of the distribution process.

9 14. The Court finds that the payment to the California Labor & Workforce
10 Development Agency (“LWDA”) in the amount of \$22,500.00 for its share of the settlement of
11 Plaintiff’s representative claims under the California Labor Code Private Attorneys General Act
12 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
13 this payment to the LWDA in conformity with the terms of the Settlement.

14 15. The Court finds and determines that upon satisfaction of all obligations under the
15 Settlement and this Order and Judgment, all Participating Class Members will be bound by the
16 Settlement, and will have released their claims as set forth in the Settlement. Specifically, upon
17 satisfaction of all obligations under the Settlement and this Order and Judgment, all Participating
18 Class Members will have released Defendant from all of the Settled Class Claims, as that term is
19 defined in the Settlement, for the duration of the Class Period.

20 16. In addition, as the authorized agent of the Labor & Workforce Development
21 Agency (“LWDA”), Plaintiff releases all claims for statutory penalties against the Released
22 Parties that could have been sought by the Labor Commissioner for violations identified in
23 Plaintiff’s pre-filing PAGA letter to the LWDA (“PAGA Released Claims”) at any time from
24 June 20, 2022 through February 19, 2024 (the “PAGA Period”).

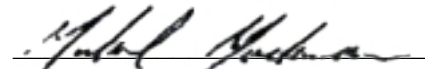
25 17. This document shall constitute a final judgment pursuant to Cal. Rule of Court
26 3,769(h), which provides, “If the Court approves the settlement agreement after the final approval
27 hearing, the court must make and enter judgment. The judgment must include a provision for the
28 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The

1 court may not enter an order dismissing the action at the same time as, or after, entry of
2 judgment.” The Court will retain jurisdiction to enforce the Settlement and this Final Approval
3 Order and Judgment.

4 18. The Court orders Plaintiff to file a Final Compliance Status Report on or before
5 March 25, 2026 (with a courtesy copy delivered directly to Department 23), and a Final
6 Compliance hearing shall be held on April 2, 2026 at 10:00 a.m. in Department 23.

7 **IT IS SO ORDERED.**

8 08/01/2025
9 Dated: _____, 2025


Hon. Michael Markman
Judge of the Superior Court
Michael Markman / Judge

PROOF OF SERVICE

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 1700 W. Burbank Blvd., Burbank, CA 91506. On the below date, I served a true copy of the foregoing documents described as:

[PROPOSED] JUDGMENT AND ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on all interested parties in this action directed as follows:

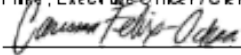
Marguerite E. Meade, Esq. Dennis Strazulo, Esq. O'Hagen Meyer One Embarcadero Center, Ste. 2100 San Francisco, CA 94111 Attorneys for Defendant	Email Address: mmeade@ohaganmeyer.com dstrazulo@ohaganmeyer.com tleal@ohaganmeyer.com
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~~/X/ (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251.~~

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on June 24, 2025, at Burbank, California.

Denny Baek
Declarant, Denny Baek

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 08/05/2025 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy C. Felix-Ochoa
PLAINTIFF/PETITIONER: Sayedhasib Sadat		
DEFENDANT/RESPONDENT: Island Auto Towing, Inc. et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 23CV036438

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 Order [Proposed] Order and Order of Final Approval of Class Action Settlement 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.

DENNIS STRAZULO
O'HAGAN MEYER
dstrazulo@ohaganmeyer.com

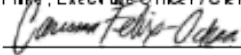
Dated: 08/05/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



C. Felix-Ochoa, Deputy Clerk

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 08/05/2025 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy C. Felix-Ochoa
PLAINTIFF/PETITIONER: Sayedhasib Sadat		
DEFENDANT/RESPONDENT: Island Auto Towing, Inc. et al		
CERTIFICATE OF MAILING		CASE NUMBER: 23CV036438

I, the below-named Executive Officer/Clerk 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 the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Sayedhasib Sadat
1700 W Burbank Blvd
Burbank, CA 91506

Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/05/2025

By:



C. Felix-Ochoa, Deputy Clerk

CERTIFICATE OF MAILING