

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 14 2025

E. Escobedo

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AUG 15 2025

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

RICARDO GALLARDO, individually, on
a representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

CLASSIC COLLISION CORPORATE
SERVICES, INC., a Georgia Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2303068

*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

Plaintiff Ricardo Gallardo's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Classic Collision, LLC. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement

¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on July 23, 2025.

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

1 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
2 Due and adequate notice having been given to the Class, and the Court having considered the
3 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
4 comments received regarding the proposed settlement, and having reviewed the record in this
5 Litigation, and good cause appearing,

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

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

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

13 3. For purposes of effectuating this Order and Judgment, this Court has certified the
14 following class: "All current and former nonexempt (hourly paid) employees employed by
15 Defendant in California at any time during the Class Period of June 14, 2019, through March 21,
16 2025." The Court deems this definition sufficient for purposes of California Rules of Court, rule
17 3.765(a).

18 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all
19 current and former nonexempt (hourly paid) employees employed by Defendant in California at
20 any time during the PAGA Period of June 14, 2022, through March 21, 2025.

21 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
22 Form and Exclusion Form (collectively attached as Exhibit "A" to the Declaration of Taylor
23 Mitzner filed on July 23, 2025), as provided for in the Order Granting Preliminary Approval for
24 the Settlement, constituted the best notice practicable under the circumstances to all Class
25 Members and fully met the requirements of California law and due process under the California
26 and United States Constitution. Based on evidence and other material submitted, the actual
27 notice to the class was adequate.
28

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

3 7. The Released Class Claims on behalf of the Participating Class Members
4 included:

5 All claims stated in the Complaint and those based solely upon the facts in
6 the Complaint, including, but not limited to: (1) failure to pay minimum and
7 overtime wages (including, but not limited to, sick pay, meal/rest period
8 premium pay, and accrued vacation pay), (2) failure to provide meal periods
9 or to pay premium wages for missed meal periods, (3) failure to provide rest
10 breaks or to pay premium wages for missed rest periods, (4) failure to
11 reimburse business expenses, (5) failure to timely pay final wages, (6)
12 failure to provide accurate itemized wage statements, and (7) violation of
13 Business and Professions Code §§ 17200 et seq.; as well as claims under
14 state, federal or local law, whether statutory, common law or administrative
15 law, arising under California Labor Code §§ 200, 201, 202, 203, 204, 208,
16 210, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 1174, 1174.5,
17 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802, California
18 Industrial Welfare Commission Wage Orders, the California Code of
19 Regulations, and including, but not limited to, claims for injunctive relief,
20 penalties of any nature, damages, restitution, losses, disgorgement,
21 liquidated damages, interest, attorneys' fees, fees, fines, debts, obligations,
22 costs, and expenses. The time period governing the Released Class Claims
23 shall be any time during the Class Period.

24 8. The Released PAGA Class included:

25 All PAGA Claims against the Released Parties based on the facts and
26 violations identified in Plaintiff's LWDA Notice Letter and only to the
27 extent that they are alleged in the LWDA Notice Letter and Complaint,
28 including any and all PAGA Claims for civil penalties that could have been

sought by the California Labor Commissioner against Released Parties for the violations identified in Plaintiff's LWDA Notice Letter, and any and all PAGA Claims seeking civil penalties premised upon: (1) failure to pay minimum and overtime wages (including sick pay, meal/rest period premium pay, and accrued vacation pay), (2) failure to provide meal periods or to pay premium wages for missed meal periods, (3) failure to provide rest breaks or to pay premium wages for missed rest periods, (4) failure to reimburse business expenses, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, which were premised upon alleged violations of California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802, including California Industrial Commission Wage Orders, the California Code of Regulations and other related claims based on the facts and allegations pled in the operative Complaint during the PAGA Period. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

9. There were no Objections and one Request for Exclusion from the Settlement, which was submitted by Carlos Bravo. Excluding this individual, all other Class Members are Participating Class Members who are entitled to an Individual Class Payment, pursuant to the Settlement and this Judgment. Furthermore, all Aggrieved Employees are entitled to an Individual PAGA Payment, pursuant to this Settlement and Judgment.

10. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement and this Order and Judgment.

11. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement and this Order and Judgment.

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

11 13. By this Order and Judgment, the Class Representative shall release, relinquish,
12 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
13 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
14 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
15 discharged all Released Class Claims.

16 14. By this Order and Judgment, Plaintiff and the State of California and its LWDA
17 shall fully, finally, and forever release, relinquish and discharge Defendant and the Released
18 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
19 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
20 doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of California and its
21 LWDA, and Aggrieved Employees, to the fullest extent permitted by applicable law. See *Arias*
22 *v. Superior Court*, 46 Cal.4th 969 (2009).

23 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
24 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
25 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
26 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
27 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
28 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,

1 or liability whatsoever.

2 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
3 \$1,400,000. From this amount, Class Counsel sought an award of attorney's fees of
4 \$466,666.67, litigation expenses of \$20,450.47, a Service Award of \$10,000 to Class
5 Representative Ricardo Gallardo plus a \$5,000 Release Payment in exchange for foregoing all
6 individual claims, Settlement Administrator Costs of \$10,000 to Phoenix Administration, and
7 \$100,000 to PAGA Penalties (with 75% [\$75,000] to the LWDA and 25% [\$25,000] to the
8 Aggrieved Employees. Defendant does not oppose these requests. The Court finds that the
9 Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below
10 from the Settlement Amount:

- 11 A. \$466,666.67 to Class Counsel for attorneys' fees;
- 12 B. \$20,450.47 to Class Counsel for costs/expenses;
- 13 C. \$10,000 to Class Representative Ricardo Gallardo as a Service Award;
- 14 D. \$5,000 to Plaintiff as a Release Payment;
- 15 E. \$10,000 to the Settlement Administrator, Phoenix Settlement
16 Administrators;
- 17 F. \$75,000 to the LWDA;
- 18 G. \$25,000 to the Aggrieved Employees;
- 19 H. After deducting the foregoing payments from the Settlement Amount, the
20 remainder shall form the Net Settlement Amount payable to the
21 Participating Class Members as set forth in the Settlement Agreement and
22 as calculated by the Settlement Administrator.

23 17. Defendant is directed to fund the Settlement Amount in accordance with the
24 Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed
25 to calculate the Participating Class Member's Individual Class Payments from the Net Settlement
26 Amount, as well as the Aggrieved Employees Individual PAGA payment, and issue all payments
27 within in accordance with the Settlement Agreement and the timeline set forth below:
28

The date this Order is entered	The Effective Date occurs.
30 days after the Effective Date	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, plus Defendant's share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
April 22, 2026	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
April 29 _____, 2026 Time: 8:30 a.m.	Final Report Hearing re: status of funding and disbursements

18. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement 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 Riverside entered Judgment in the case entitled *Ricardo Gallardo v. Classic Collision, LLC*, Case No. CVRI2303068, on behalf of the Participating Class Members (which includes "All current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period (which is June 14, 2019, through March 21, 2025.").

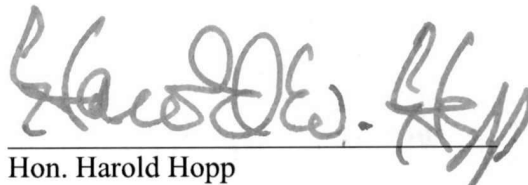
19. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with

1 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
2 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
3 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
4 Defendant to have the check(s) delivered to the Participating Class Member at their place of
5 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
6 not negotiate his/her check within this time period, the check will be canceled. The value of the
7 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
8 a settlement check shall be issued to the California State Controller in the name of the Class
9 Member and/or Aggrieved Employee.

10 20. This document shall constitute a Judgment for purposes of California Rule of
11 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
12 Class Representative, the Class Members, and Defendant for the purposes of supervising the
13 implementation, enforcement, construction, administration, and interpretation of the Settlement
14 Agreement and this Judgment.

15 IT IS SO ORDERED.

16 Dated: 8/14/25


Hon. Harold Hopp