

Filed
January 16, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV417146
By: mcastellon

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JESSICA URIBE, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

AUTO DRIVEAWAY FRANCHISE SYSTEMS,
LLC, a Michigan limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23CV417146

*[Assigned for all purposes to the Hon.
Theodore C. Zayner in Dept. 19]*

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

Date: January 8, 2025
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: June 9, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 8, 2025, at 1:30
2 p.m. pursuant to California Rule of Court 3.769 and this Court’s July 18, 2024 Order Granting
3 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).
4 Having considered the Parties’ Stipulation of Class and PAGA Settlement (the “Settlement” or
5 “Settlement Agreement”) attached as Exhibit C to the Declaration of Daniel J. Brown In Support
6 of Plaintiff’s Motion for Final Approval of Settlement, filed on December 12, 2024, and the
7 submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in
8 this case, the risks of further prosecution and the benefits to be received by the Class pursuant to
9 the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
10 reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the
11 Parties.

12 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
13 that assigned to them in the Settlement.

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff’s Motion for Final
15 Approval of Class Action Settlement and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
18 Class consisting of:

19 All current and former non-exempt employees of Defendant Auto Driveaway Franchise
20 Systems, LLC who worked for Defendant (“Class Members”) at any time during the
period of June 9, 2019 through January 11, 2024 (“Class Period”).

21 2. Plaintiff Jessica Uribe is hereby confirmed as Class Representative, and Daniel J.
22 Brown and Jessica Flores of Stansbury Brown Law, PC are hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on July 18, 2024, and the notice process has been
25 completed in conformity with the Court’s Order. The Court finds that said notice was the best
26 notice practicable under the circumstances. The Class Notice provided due and adequate notice
27 of the proceedings and matters set forth herein, informed Class Members of their rights, and fully
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1 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
2 Court 3,769, and due process.

3 4. The Court finds that no Class Member objected to, disputed or requested exclusion
4 from the Settlement, and that the participation rate in the Settlement supports final approval.

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

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

17 7. The Court finds that given the absence of objections, and objections being a
18 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
19 notice of entry.

20 8. The Court orders that the Maximum Settlement Amount of Two Hundred Thirty
21 Thousand Dollars and Zero Cents (\$230,000.00) shall be deposited with the Settlement
22 Administrator, Apex Class Action Settlement Administrators ("Settlement Administrator"), as
23 provided in the Settlement.

24 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
25 shall be distributed to Truckers Against Trafficking, as the designated *cy pres*.

26 10. The Court finds that the Participating Member Payments, as provided for in the
27 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
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1 distribute the Participating Member Payments in conformity with the terms of the Settlement. The
2 Court further orders that if any of the Settlement Class Members are Defendant's current
3 employees and the Participating Member Payment mailed to those current employees is returned
4 to the Settlement Administrator as being undeliverable, and the Settlement Administrator is
5 unable to locate a valid mailing address, the Settlement Administrator shall arrange with the
6 employer Defendant to have those Participating Member Payments delivered to the employees at
7 their place of employment. This obligation is limited to current employees only.

8 11. The Court finds that a Class Representative Service Award in the amount of
9 \$5,000.00 for Plaintiff Jessica Uribe is appropriate for her risks undertaken and service to the
10 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
11 that the Settlement Administrator make this payment in conformity with the terms of the
12 Settlement.

13 12. The Court finds that attorneys' fees in the amount of \$75,900.00, and actual
14 litigation costs of \$16,732.97 for Class Counsel, are fair, reasonable, and adequate, and orders
15 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
16 the terms of the Settlement.

17 13. The Court finds that a payment to the Labor & Workforce Development Agency
18 ("LWDA") in the amount of \$3,750.00 for the LWDA's share of civil penalties under the Labor
19 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
20 Settlement Administrator make this payment in conformity with the terms of the Settlement.

21 14. The Court orders that the Settlement Administrator shall be paid \$5,990.00 from
22 the Maximum Settlement Amount for all of its work done and to be done until the completion of
23 this matter, and finds that sum appropriate.

24 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
25 portion of the Net Settlement Fund allocated to wages shall be paid by Defendant separately, and
26 in addition to, the Maximum Settlement Amount.

27 16. The Court finds and determines that upon satisfaction of all obligations under the
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Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will have released the Released Claims as set forth in the Settlement.

17. The Settlement is not an admission by Defendant, nor is this Order and Judgment of Final Approval a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and Judgment of Final Approval, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

18. As of the date of this Order and Final Judgment, Plaintiff and all Settlement Class Members who do not opt out of the settlement (collectively, Participating Settlement Class Members”) on behalf of themselves, and their respective past and present representatives, shall be deemed to have released Defendant Auto Driveaway Franchise Systems, LLC, and its respective past and present officers, directors, shareholders, and their attorneys and insurers (collectively, “Released Parties”) from all claims that were alleged based on the facts pled in the Action during the Class Period, including, but not limited to: (a) failure to pay minimum wage; (b) failure to pay all overtime wages; (c) failure to reimburse for necessary business expenses; (d) failure to provide accurate, itemized wage statements; (e) waiting time penalties; (f) meal period violations; (g) rest period violations; and (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* premised on the claims pled based on the factual allegations in the Action that arose during the Class Period. The release extends to subsequent single plaintiff actions that seek recovery for claims regarding meal and/or rest breaks, time punches, wage statements, minimum wages, overtime wages, and/or business expenses, where future plaintiffs are members of this class and receive relief under the Settlement.

19. Plaintiff and Aggrieved Employees, on behalf of themselves and their respective past and present representatives, and regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for PAGA civil penalties that were alleged based on facts pled in the Action and/or the notice Plaintiff sent to the LWDA, Case No.

LWDA-CM-960833-23 for alleged Labor Code violations that arose during the PAGA Period. The time period covered by the Release of the PAGA claims is June 9, 2022, through January 11, 2024 (“the PAGA Period”).

20. The releases identified herein shall be null and void should the Settlement not be fully funded.

21. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” Pursuant to section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

22. The Settlement Class Members will be provided notice with their Participating Member Payments that the Order and Judgment of Final Approval is posted on the landing page of the Settlement Administrator’s website. A copy of the Order and Judgment of Final Approval entered by the Court shall be posted by the Settlement Administrator on the Settlement Administrator’s website at (<https://apexclassaction.com/autodriveway/>).

23. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before August 13, 2025, and the date for the Final Report Hearing shall be set for August 27, 2025 at 2:30 p.m. The declaration shall state the date the checks were mailed, the total number of checks mailed to Settlement Class Members, the average amount of those checks, the number of checks that remain uncashed, the total value of those uncashed checks, and the nature and date of the disposition of those unclaimed funds.

24. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b).

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25. Counsel may appear at the compliance hearing remotely.

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Dated: January 16, 2025



Honorable Theodore Zayner
Judge of the Superior Court

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

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SERVICE LIST

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