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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ISABELLE ESCARCEGA, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

BRIDGESTONE RETAIL OPERATIONS,
LLC; a Delaware limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV23201

*[Assigned to the Hon. Steve Cochran, Dept.
306]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: January 8, 2027

Time: 9:00 a.m.

Dept.: 306

Complaint filed: September 9, 2024

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 8, 2027, at 9:00
2 a.m. Having considered the Parties' PAGA Settlement Agreement fully executed on March 3,
3 2026 ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing
4 the disputed factual and legal issues involved in this case; the risks of further prosecution, the
5 substantial benefits to be received by the State of California and the Aggrieved Employees
6 pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained
7 as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a
8 final ruling that the Settlement is approved pursuant to Labor Code section 2699(s)(2). Good
9 cause appearing therefore, the Court hereby GRANTS Plaintiff Isabelle Escarcega's ("Plaintiff")
10 Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
11 ("Motion") and ORDERS as follows:

12 1. The "Aggrieved Employees" consist of all current and former non-exempt
13 employees who have worked, or continue to work, for of Defendant Bridgestone Retail
14 Operations, LLC ("Defendant") in California at any time from June 21, 2023 through the date the
15 Court signs the approval order or as such time indicated pursuant to Paragraph 8.2 of the
16 Settlement (the "PAGA Period").

17 2. The California Labor Workforce and Development Agency ("LWDA") has been
18 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(s)(2).
19 In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with the
20 Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
21 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
22 requirements of PAGA.

23 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
24 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
25 terms.

26 4. The Court orders that Defendant shall fully fund the Gross Settlement Amount of

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the PAGA
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted
concurrently with the Motion.

1 \$1,560,000.00 by transmitting the funds to the Administrator no later than thirty-five (35)
2 calendar days after the Effective Date.

3 5. The Court hereby approves, as to form and content, the proposed Explanatory
4 Letter submitted by the parties and included as Exhibit A to the Settlement.

5 6. The Court hereby appoints Apex Class Action LLC as the Settlement
6 Administrator.

7 7. Within forty-five (45) calendar days of the Effective Date, Defendant shall provide
8 the Settlement Administrator with the Aggrieved Employee data, which shall include Aggrieved
9 Employee's name, last-known mailing address, Social Security number and number of PAGA
10 Pay Periods based on information (including hire and termination dates) contained in Defendant's
11 regularly maintained human resources and/or payroll databases.

12 8. Within fourteen (14) calendar days of the Settlement being fully funded, the
13 Settlement Administrator shall issue Individual PAGA Payments to the Aggrieved Employees,
14 payment to the LWDA, payment to Plaintiff's Counsel for Plaintiff's Counsel's Court-approved
15 attorneys' fees and litigation costs and expenses, payment to Plaintiff for the Court-approved
16 representative enhancement payment, and payment to the Settlement Administrator for Court-
17 approved Settlement administration costs incurred in connection with the Settlement.

18 9. The Court orders that the Settlement Administrator shall be paid up to \$16,500.00
19 for all of its work done and to be done until the completion of this matter and finds that sum
20 appropriate.

21 10. The Court finds that attorneys' fees in the amount of 35% of the Gross Settlement
22 Amount (currently estimated to be \$546,000.00) for Plaintiff's Counsel, and reimbursement of
23 litigation costs of up to \$24,122.97 to Plaintiff's Counsel, are fair, reasonable, and adequate, and
24 orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as
25 provided for in the Settlement Agreement.

26 11. The Court finds that the requested representative enhancement payment of
27 \$5,000.00 to Plaintiff is fair, adequate, and reasonable in recognition of the unique contributions
28 she made and the risks she undertook, on behalf of the Aggrieved Employees and the State of

California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

12. The Court finds that the amount of \$629,445.07, representing 65% of the Net Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement. The Court further finds that the amount of \$338,931.96, representing 35% of the Net Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the Aggrieved Employees (i.e., Individual PAGA Payments) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to Aggrieved Employees on a *pro rata* basis in accordance with the terms of the Settlement and this Order.

13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed for more than 180 days after issuance, shall be sent to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

14. The Court approves the limited scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Gross Settlement Amount being fully funded, all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, Defendant and its former and present parents, directors, officers, managers, employees, operators, donors, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs successors, assigns, subsidiaries, affiliates and any DBAs ("Released Parties") from all civil penalties which are or may be available under or through PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notices, to the fullest extent set forth

1 in the Settlement. Any Aggrieved Employee covered by this Agreement will be barred from
2 proceeding with any Claim released by this Agreement. The Aggrieved Employees will not be
3 provided with the opportunity to opt out of this PAGA settlement and release.

4 15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
5 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

6 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
7 before February 11, 2028.

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9 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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11 Dated: _____

12 By: _____
13 Honorable Steve Cochran
14 Judge of the Superior Court
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