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

DIONDRE EDWARDS and FRANCISCO
PONCE, individually, and on behalf of all others
similarly situated and other aggrieved persons,

Plaintiffs,

v.

THE GOODYEAR TIRE & RUBBER
COMPANY, a corporation; JUST TIRES, an
unknown entity; and DOES 1 through 10,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

06/18/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 24STCV16291
Assigned to: Hon. Samantha P. Jessner, Dept.
7

Complaint Filed: June 28, 2024
FAC filed: August 11, 2025
Trial Date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 18, 2026
Time: 10:00 a.m.
Dept: 7

On or around January 27, 2026, this Court issued an Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Plaintiffs Diondre Edwards and Francisco Ponce (a “Plaintiffs” or “Class Representatives”) now seek a Judgment and Order granting final approval of the Class Action and PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) for the amount of \$1,700,000.00 (the “Gross Settlement Amount”) between Plaintiffs and Defendant The Goodyear Tire & Rubber Company (“Defendant” and together with Plaintiffs, the “Parties”). A true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D. Gomez in Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement (the “Class Counsel Declaration”) as **Exhibit 1** submitted concurrently with Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Motion”).

Due and adequate notice having been given to the Class (as defined below), and the Court having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the Settlement, and having reviewed the record in this action, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement filed in this case (hereinafter referred to as the “Action” or “Operative Complaint”).

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Class Members, Defendant, and Phoenix Class Action Administration Solutions (the “Administrator”).

3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for final approval. The Court grants final approval of the Settlement based upon the terms set forth in the Settlement Agreement.

4. The Court finds that the Settlement appears to have been made and entered into in good faith and hereby approves the Settlement subject to the limitations on the requested attorneys’ fees of \$566,666.67 of the Gross Settlement Amount (the “Class Counsel Fees Payment”) and costs of \$30,000.00 (the “Class Counsel Litigation Expenses Payment”) and ~~the \$10,000.00~~ ^{a \$7,500.00} service award to each Plaintiff (the “Class Representative Service Payments”) as set forth below.

1 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
2 Participating Class Members (as defined below) release Defendant and the Released Parties from
3 all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could
4 have been alleged, based on the facts stated in the Operative Complaint and ascertained in the
5 course of the Action, including claims regarding Defendant's alleged: (i) failure to pay all regular
6 wages, minimum wages, straight time wages, and overtime wages due (including off-the-clock
7 and rounding claims); (ii) failure to pay all wages at the correct rate of pay (including premium
8 pay such as, meal period premiums, rest break premiums, and California Paid Sick Leave, vacation
9 wages, and reporting time pay); (iii) failure to provide meal periods or compensation in lieu
10 thereof; (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to correctly
11 pay bonus or incentive pay and compensation; (vi) failure to pay wages timely at time of
12 termination or resignation; (vii) failure to provide timely payment of wages during employment;
13 (viii) failure to maintain complete, accurate records (including payroll records and records of work
14 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (ix) failure
15 to provide complete, accurate wage statements; (x) failure to pay reporting time pay; (xi) failure
16 to pay accrued vacation; (xii) failure to reimburse for necessary business-related expenses; (xiii)
17 unlawful deductions of wages; (xiv) failure to pay overtime and double time at the regular rate;
18 (xv) failure to pay California Paid Sick Leave; (xvi) failure to pay vacation wages; (xvii) split
19 shift premiums; (xviii) illegal deductions from wages; and (xix) unfair business practices. This
20 release includes any and all claims pursuant to: California Labor Code sections §§ 201, 202, 203,
21 204, 207, 210, 218.5, 218.6, 221, 226, 226(a), 226.3, 226.7, 227.3, 245, 245.5, 246, 246.5, 247,
22 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 249, 256, 510, 512, 551, 552, 558, 1174,
23 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802; the California Business &
24 Professions Code § 17200 et seq.; the California Code of Civil Procedure Section 1021.5; and the
25 applicable Industrial Welfare Commission Wage Orders, Sections 4, 5, and 14(A-B). This release
26 shall apply to claims arising during the Class Period.

27 6. Class Period means the period commencing on January 2, 2020, and ending on
28 January 27, 2026, except for Defendant's hourly non-exempt employees in California who were

1 part of the settlement class in the action entitled *Luis Franco v. The Goodyear Tire and Rubber*
2 *Company*, Santa Clara Superior Court Case No. 22CV393403 (“Franco”) with that class period
3 being from July 31, 2022, to January 27, 2026.

4 7. Upon Defendant fully funding the Gross Settlement Amount as described in this
5 Agreement, all Aggrieved Employees are deemed to fully release and discharge Defendant and the
6 Released Parties from all claims under the California Labor Code Private Attorneys General Act
7 of 2004 (California Labor Code § 2698, et seq.) for civil penalties that are alleged, or reasonably
8 could have been alleged, based on the facts stated in the Operative Complaint, ascertained in the
9 course of the Action, and premised on the facts alleged in both Named Plaintiffs’ PAGA Letter
10 and subsequent PAGA Letters if any, to the LWDA, including PAGA claims for alleged violations
11 of Labor Code sections 201, 202, 203, 204, 207, 210, 218.5, 218.6, 221, 226, 226(a), 226.3, 226.7,
12 227.3, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 249, 256,
13 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2699,
14 and the applicable Industrial Welfare Commission Wage Orders, Sections 4, 5, and 14(A-B), and
15 including but not limited to penalties that could have been awarded pursuant to Labor Code
16 sections 210, 225.5, 226, 226.3, 558, 1174.5, 1197.1, and 2698 et seq.

17 8. PAGA Period means the period from August 4, 2023, through January 27, 2026.

18 9. Upon Defendant fully funding the Gross Settlement Amount, Participating Class
19 Members will release the aforementioned claims against Defendant and all Released Parties.

20 10. The Parties shall bear their own respective attorneys’ fees and costs, except as
21 otherwise provided for in the Settlement and approved by the Court.

22 11. Solely for purposes of effectuating the Settlement, the Court finally certified the
23 following Class – all current and former non-exempt employees of Defendant who worked in the
24 State of California at any time during the Class Period (each “Class Member(s)” and collectively
25 the “Class”) who do not timely and validly exclude themselves from the Class in compliance with
26 the exclusion procedures set forth in this Settlement (a “Participating Class Member”).

27 12. No Class Member has objected to the terms of the Settlement.

28 13. Two Class Members have requested exclusion from the Settlement. The Class

Members who requested exclusion are Rumorvictoria Ortiz and Mario Velasquez.

14. The notice that the Administrator provided to the Class (the “Class Notice”) conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Class Notice fully satisfies the requirements of due process.

15. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Settlement Agreement), and the methodology used to calculate and pay each Participating Class Member’s Individual Class Payment (as defined in the Settlement Agreement) are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

16. Defendant shall pay the Gross Settlement Amount to resolve this Action and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Pursuant to the Settlement Agreement, Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

17. From the Gross Settlement Amount, the Class Representative Service Payment shall be paid to Plaintiffs Diondre Edwards and Francisco Ponce for their service as Class Representatives and for their agreement to enter into a general release of their individual claims against Defendant and the Released Parties.

18. From the Gross Settlement Amount, \$15,000.00 shall be paid to the Administrator.

19. From the Gross Settlement Amount, PAGA Penalties in the amount of \$100,000.00 (the “PAGA Penalties”) with 65% (\$65,000.00) allocated to the LWDA (the “LWDA PAGA Payment”) and 35% (\$35,000.00) allocated to the Aggrieved Employees (as defined in the Settlement Agreement) (the “Individual PAGA Payments”).

20. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, Alan A. Wilcox and Conor J.D. Gomez of Wilshire Law Firm, PLC as “Class Counsel”.

21. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees Payment of \$566,666.67 and the Class Counsel Litigation Expenses Payment of \$30,000.00 for their reasonable costs incurred in the Action. These payments shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

22. The Court orders the following implementation schedule:

Effective Date	If no objections are raised, the date this order is issued.
Deadline to fund the Gross Settlement Amount and Defendant’s portion of the taxes due on the wage portion of that amount	14 days after the Effective Date
Administrator to Distribute Checks	14 days after Defendant funds the Gross Settlement Amount
Check Void Date	180 days after the date of mailing

23. Without affecting the finality of this Order in any way, and in accordance with C.C.P. § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant’s counsel, and the Administrator.

24. Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement is hereby **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of this Order.

25. The Non-Appearance Case Review Re: Status of Filing of Final Report is set for February 22, 2027 at 9:00 a.m. The final report shall be filed five court days prior to the hearing.

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4 **IT IS SO ORDERED.**

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6 DATE: 06/18/2026



A handwritten signature in black ink, appearing to read "Samantha Jessner", is written over a horizontal line.

Samantha Jessner / Judge

Hon. Samantha P. Jessner
Los Angeles County Superior Court