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Attorneys for Plaintiff ARIN ESRAELIAN, as an individual, and on behalf of all employees similarly situated (*Additional Plaintiff's Counsel listed on next page*)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

Luis Franco, individually, on behalf of himself and
all other similarly situated employees,

Plaintiff,

vs.

The Goodyear Tire and Rubber Company, an Ohio
corporation, and Does 1-5

Defendants.

FILED

May 25, 2023
Clerk of The Court
Superior Court of CA
County of Santa Clara

22CV393403

By: *rwalker*

CASE NO.: 22CV393403

Consolidated with:

Esraelian Case No.: 21STCV44620 and

Rodas Case No.: 21STCV28702

CLASS ACTION

**~~REVISED PROPOSED ORDER GRANTING~~
FINAL APPROVAL AND JUDGMENT**

Assigned for all purposes:

Honorable Theodore C. Zayner

Action filed: January 18, 2022

1 Luis Franco, individually, on behalf of himself
2 and all other similarly situated employees,

3 Plaintiff,

4 vs.

5 The Goodyear Tire and Rubber Company, an
6 Ohio corporation, and Does 1-5

7 Defendants.
8
9
10

11 ARIN ESRAELIAN, as an individual, and on
12 behalf of all similarly situated employees,

13 Plaintiff,

14 v.

15 THE GOODYEAR TIRE & RUBBER
16 COMPANY, and DOES 1-50, inclusive,

17 Defendants.
18

19 DANIEL RODAS, as an individual and on behalf
20 of all others similarly situated,

21 Plaintiffs,

22 vs.

23 THE GOODYEAR TIRE & RUBBER
24 COMPANY, an Ohio corporation; and DOES 1
25 through 50, inclusive,

26 Defendants.
27
28

ADDITIONAL PLAINTIFFS' COUNSEL

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Max W. Gavron (State Bar No. 291697)
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Attorneys for Plaintiff Daniel Rodas

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ATTORNEY FOR PLAINTIFF ARIN ESRAELIAN

1 **~~PROPOSED~~ ORDER AND JUDGMENT OF FINAL APPROVAL**

2 WHEREAS, this matter has come before the Court for hearing pursuant to the Order Granting
3 Plaintiffs' Motion for Conditional Certification and Preliminary Approval of Class Action and PAGA
4 Settlement dated February 2, 2023, for final approval of the Settlement between Plaintiffs Arin
5 Esraelian, Luis Franco, and Daniel Rodas ("Plaintiffs") and Defendant The Goodyear Tire & Rubber
6 Company ("Defendant") as set forth in the Joint Stipulation and Settlement Agreement of Class Action
7 and PAGA Claims ("Stipulation of Settlement," "Settlement" or "Settlement Agreement") filed on
8 December 9, 2022 as Exhibit "1" to the Declaration of Janelle Carney in Support of Plaintiffs' Motion
9 for Conditional Certification and Preliminary Approval of Class Action Settlement, and the Court
10 having considered all papers filed and the proceedings had and otherwise being fully informed,

11 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
12 **ORDERS:**

13 1. This Order incorporates by reference the definitions in the Settlement Agreement and all
14 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to
16 this litigation, including the Plaintiffs and Class Members.

17 3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator, Rust
18 Consulting, Inc., mailed a Notice of Proposed Class Action Settlement ("Notice") to all known Class
19 Members by First Class U.S. Mail. The Notice fairly and adequately informed Class Members of the
20 terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice
21 further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class
22 Members' right to receive their share of the Settlement (if approved), of the scope and effect of the
23 Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and
24 objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file
25 documentation in support of or in opposition to the Settlement and to appear in connection with the Final
26 Approval Hearing. Class Members had adequate time to consider this information and to use the
27 procedures identified in the Notice. The Court finds and determines that this notice procedure afforded
28 adequate protections to Class Members and provides the basis for the Court to make an informed decision
 regarding approval of the Settlement based on the responses of Class Members. The Court finds and

1 determines that the Notice provided in the Action was sufficient, which satisfied the requirements of law
2 and due process.

3 4. In response to the Notice of Settlement, zero (0) Class Members objected to the Settlement
4 and zero (0) Class Members submitted a Request for Exclusion from the Settlement.

5 5. The Court finds that the Settlement offers significant monetary recovery to Class
6 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
7 litigation related to liability and damages issues. The Court further finds that the Parties have conducted
8 sufficient investigation, discovery, research and litigation such that Class Counsel and Defense Counsel
9 are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed
10 Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks
11 and delay inherent to further prosecution of the Action. The Court further finds that the Parties reached
12 the Settlement as the result of intensive, serious and non-collusive, arms-length negotiations. Thus, the
13 Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in
14 all respects, fair, adequate and reasonable and directs the Parties to effectuate the Settlement according
15 to its terms.

16 6. The Court hereby orders the Settlement Administrator to distribute the Individual
17 Settlement Payment and Individual PAGA Payment to Settlement Class Members in accordance with the
18 provisions of the Settlement Agreement. The Individual Settlement Payment and Individual PAGA
19 Payment checks shall remain valid for a period of one hundred eighty (180) calendar days.

20 7. All Settlement Class Members, regardless of whether or not they cash their Individual
21 Settlement Payment check(s), will be bound by the releases detailed in this Settlement Agreement.
22 Settlement Class Members must cash or deposit their Individual Settlement Payment and Individual
23 PAGA Payment checks within one hundred and eighty (180) calendar days after the checks are mailed
24 to them. If any checks are not cashed within ninety (90) calendar days after mailing, the Settlement
25 Administrator will send a reminder postcard indicating that unless the check is cashed in the next ninety
26 (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or
27 misplaced. If any checks have not been cashed by the expiration of the ninety (90) day period after
28 mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days
after the checks are mailed, cancel the checks. All funds associated with such uncashed checks shall be

transmitted to the State of California's State Controller Unclaimed Property Fund, in the name of the individuals whose checks are cancelled, in the appropriate amounts for each such individual.

8. The Court finds that the Gross Settlement Amount (\$3,500,000.00), Net Settlement Amount, and the methodology used to calculate and pay each Individual Settlement Payment and Individual PAGA Payment, in accordance with the Settlement, are fair and reasonable.

9. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of the named Plaintiffs as the class representatives for the Class Members. Further, the Court finally approves Class Representatives' Incentive Awards to Plaintiffs, as fair and reasonable, in the amount of ten thousand dollars (\$10,000.00) each, totaling thirty thousand dollars (\$30,000.00). The Court hereby orders the Settlement Administrator to distribute the Class Representatives' Incentive Awards to the Plaintiffs in accordance with the provisions of the Settlement.

10. The Court hereby approves the PAGA Allocation in the amount of two hundred thousand dollars (\$200,000.00) of which 75% or one hundred fifty thousand dollars (\$150,000.00) will be sent by the Settlement Administrator to the Labor and Workforce Development Agency ("LWDA") and 25% or fifty thousand dollars (\$50,000.00) will be distributed to the Aggrieved Employees in accordance with the provisions of the Settlement.

11. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of Janelle Carney of Janelle Carney – Attorney at Law, APC, Kevin Mahoney and John Young of Mahoney Law Group, Alexei Kuchinsky of Kuchinsky Law Office, P.C. and Larry W. Lee and Max Gavron of Diversity Law Group as Class Counsel for Class Members. Further, the Court finally approves a Class Counsel Fees and Costs Award, as fair and reasonable, of One Million One Hundred Sixty Six Thousand Six Hundred and Sixty Six Dollars and Sixty Seven Cents (\$1,166,666.67) for attorneys' fees to be distributed based on the fee share agreements entered into by counsel and the Plaintiffs as follows:

1.	Janelle Carney – Attorney at Law, APC	(20%)	\$233,333.33
2.	Mahoney Law Group, APC	(30%)	\$350,000.00
3.	Kuchinsky Law Office, PC	(20%)	\$233,333.33
4.	Diversity Law Group, PC	(30%)	\$350,000.00
Total Fee			\$1,166,666.67

12. Further the Court approves costs up to Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) for costs to be distributed based on the amounts listed in each counsel's declarations as follows:

1. Janelle Carney – Attorney at Law, APC \$7,783.33 (includes additional \$500.00 that will cover the costs of filing of the Motion for fees, costs and final approval and anticipated costs re filings required by this court.

2. Mahoney Law Group, APC \$7,660.41

3. Kuchinsky Law Office, PC \$708.13

4. Diversity Law Group, PC \$3,802.69

5. Additional Rust Cost \$1,000.00

Total Costs: **\$20,954.56**

Class Counsel's receipt of the Class Counsel Fees and Costs Award shall fully satisfy all fees and litigation costs incurred by Class Counsel that represented Plaintiffs and Class Members in the Action. The Court hereby orders the Settlement Administrator to distribute the Class Counsel Fees and Costs Award payment to Class Counsel in accordance with the provisions of the Settlement Agreement.

13. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of Rust Consulting, Inc. as the Settlement Administrator to administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and further finally approves Settlement Administration Costs, as fair and reasonable, of Nineteen Thousand Seven Hundred Seventy Two Dollars and Zero Cents (\$19,772.00).

14. The Court directs Defendant to fund all amounts due under the Settlement Agreement within thirty (30) calendar days of the Effective Date as set forth in the Settlement Agreement.

15. As of the Response Deadline, all Settlement Class Members who did not submit a timely and valid Request for Exclusion shall be deemed to have released the Released Parties from all Released Claims, as defined in the Settlement Agreement.

16. After Settlement administration has been completed in accordance with the Settlement Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the

1 Settlement.

2 17. Neither this Final Approval Order, the Settlement Agreement, nor any document referred
3 to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be
4 used by Plaintiffs as an admission by or against Defendant or any of the other Released Parties of any
5 fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the validity of
6 any claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties. The
7 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related
8 thereto, shall not in any event be construed as an admission or concession with regard to the denials or
9 defenses by Defendant or any of the other Released Parties and shall not be offered in evidence by
10 Plaintiffs against Defendant or any of the Released Parties in any action or proceeding in any court,
11 administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions
12 of this Final Approval Order, the Settlement Agreement, or any related agreement or release.
13 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
14 proceeding this Final Approval Order, the Settlement Agreement, or any other papers and records on file
15 in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel,
16 release, waiver or other theory of claim preclusion, issue preclusion or similar defense.

17 18. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in
18 accordance with the terms set forth in the Settlement Agreement.

19 19. Without affecting the finality of this Final Approval Order in any way, this Court hereby
20 retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
21 and all orders and judgments entered in connection therewith.

22 20. Plaintiffs shall submit a to the Court a report on January 2, 2024 (or 10 business days
23 before the January 17, 2024 compliance hearing), pursuant to Code of Civil Procedure section 384,
24 subdivision (b), in the form of a declaration from the Settlement Administrator or other declarant with
25 personal knowledge of the facts. The report shall be in the form of a declaration from the Settlement
26 Administrator or other declarant with personal knowledge of the facts, and to describe (i) the date the
27 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount
28 of those checks, (iv) the number of checks that remained uncashed and were redistributed,(v) the total
value of those uncashed checks, (vi) the average amount of the uncashed checks, (vii) the nature and

1 date of the disposition of those unclaimed funds, and (vii) other amounts disbursed pursuant to the
2 Settlement .

3 21. This document shall constitute a Judgment for purposes of California Rule of Court
4 3.769(h).

5 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

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8 Dated: May 25, 2023



HONORABLE THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On May 23, 2023, I served the foregoing document described as:

REVISED PROPOSED ORDER GRANTING FINAL APPROVAL AND JUDGMENT

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

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XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Janelle@JanelleCarneyLaw.com.

Executed on May 23, 2023, at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Janelle Carney