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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

GUSTAVO ADAME, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

HUSTEAD'S COLLISION CENTER, INC., a
California Corporation; and DOES 1 through
50, Inclusive,

Defendant.

Case No. 22CV018744

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: February 6, 2025
Time: 10:00 a.m.

Judge: Hon. Michael Markman
Dept.: 23

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses, and Service Award duly came on for hearing on February 6, 2025, before the
4 above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff GUSTAVO ADAME ("Plaintiff"). Wood, Smith, Henning & Berman LLP appeared on
6 behalf of Defendant HUSTEAD'S COLLISION CENTER, INC. (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined
12 in the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation
14 pending in the California Superior Court for the County of Alameda ("Court"), Case No.
15 22CV018744, entitled *Gustavo Adame v. Hustead's Collision Center, Inc.*, and over all Parties
16 to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On August 20, 2024, the Court granted preliminary approval of a class-
19 wide settlement. At this same time, the court approved certification of a provisional settlement
20 class for settlement purposes only. The Court confirms this Order and finally approves the
21 settlement and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet
24 was mailed by first class mail to the Class Members at their last known addresses on September
25 24, 2024. Mailing of the Notice Packet to their last known addresses was the best notice
26 practicable under the circumstances and was reasonably calculated to communicate actual
27 notice of the litigation and the proposed settlement to the members of the Class Members. The
28

1 Court finds that the Notice Packet provided fully satisfies the requirements of California Rules
2 of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was November 8,
4 2024. There was an adequate interval between notice and deadline to permit Class Members
5 to choose what to do and act on their decision. No Class Members objected. No Class Members
6 requested exclusion. 100% of the Class Members will be participating in the Settlement and
7 will be sent Individual Settlement Payments.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$300,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. The percentage of objectors and requests for exclusion is zero. No
21 objections were received. No requests for exclusion were received.

22 e. The participation rate is high. 100% of Class Members will be
23 participating in the Settlement and will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of
25 the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of
26 the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
27 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and
28

1 risks of the litigation and the delays which would ensue from continued prosecution of the
2 Action.

3 8. The Agreement is finally approved as fair, adequate, and reasonable and
4 in the best interests of the Settlement Class Members.

5 **Attorneys' Fees and Attorneys' Expenses**

6 9. The Agreement provides for an award of Attorneys' Fees and Attorneys'
7 Expenses in the amount of up to One Hundred Twenty Thousand Dollars and Zero Cents
8 (\$120,000.00). Subject to Court approval, the award of Attorneys' Expenses and Attorneys'
9 Fees consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or
10 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and reimbursement of costs and
11 expenses in an amount up to Twenty Thousand Dollars and Zero Cents (\$20,000.00).

12 10. An award of Attorneys' Expenses and Attorneys' Fees of One Hundred
13 Twenty Thousand Dollars and Zero Cents (\$120,000.00) comprised of attorneys' fees in the
14 amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and reimbursement
15 of actually incurred costs and expenses in an amount of up to Twenty Thousand Dollars and
16 Zero Cents (\$20,000.00) is reasonable in light of the contingent nature of Class Counsel's fee,
17 the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
18 attorneys' fee award represents 1/3 of the common fund, which is reasonable and at the low
19 end of the range for fee awards in common fund cases and is supported by Class Counsel's
20 lodestar.

21 **Service Award**

22 11. The Agreement provides for a Service Award of Five Thousand Dollars
23 and Zero Cents (\$5,000.00) to Plaintiff, subject to the Court's approval. The Court finds that
24 the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff is reasonable in
25 light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

26 **Administration Expenses**

27 12. The Agreement provides for Administration Expenses to be paid in an
28 amount not to exceed \$7,500.00. The Declaration of the Settlement Administrator provides

1 that the actual claims administration expenses were \$7,500.00. The amount of this payment is
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include all non-exempt employees who are or previously were
8 employed by Hustead's Collision Center, Inc. and performed work in California at any time
9 between September 29, 2018, to March 4, 2024 ("Class Period").

10 2. Every person in the Class who did not submit a timely and valid Request
11 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
12 Settlement Administrator, that zero Class Members opted-out of the Settlement.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in
14 the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance
15 with this Order and the terms of the Agreement.

16 4. Class Counsel are awarded \$116,583.69 for the award of Attorneys' Fees
17 and Attorney's Expenses comprised of one-third of the Gross Settlement Amount, or One
18 Hundred Thousand Dollars and Zero Cents (\$100,000.00) and litigation expenses in the amount
19 of \$16,583.69. Class Counsel shall not seek or obtain any other compensation or reimbursement
20 from Defendant, Plaintiff, or members of the Class.

21 5. The payment of the Service Award to Plaintiff in the amount of
22 \$5,000.00 is approved.

23 6. The payment of \$7,500.00 to the Settlement Administrator for
24 Administration Expenses is approved.

25 7. The PAGA Penalties payment of \$20,000.00 is hereby approved as fair,
26 reasonable, adequate and adequately protects the interests of the public and the LWDA.
27 Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-
28 length, absent of any fraud or collusion.

1 8. Final Judgment is hereby entered in this action. The Final Judgment
2 shall bind each Settlement Class Member. The Final Judgment shall operate as a full release
3 and discharge of Defendant and each of its present, former, and future parents, subsidiaries,
4 affiliates, predecessors, successors and assigns, and each of their respective past and present
5 members, shareholders, directors, officers, employees, agents, servants, registered
6 representatives, insurers and attorneys from all claims that reasonably could have been alleged
7 based on the facts and/or theories pled in the Operative Complaint, including claims for: unfair
8 competition predicated on claims for failure to pay minimum wages, failure to pay overtime
9 wages, failure to provide meal and rest periods, failure to reimburse business expenses, failure
10 to pay all wages due upon discharge or resignation, failure to provide accurate wage statements,
11 and regular rate violations with respect to overtime, double time, meal and rest period
12 premiums, and sick pay; and labor code violations for failure to pay minimum wages; failure
13 to pay overtime wages; failure to provide meal and rest periods; failure to reimburse business
14 expenses; failure to pay all wages due upon discharge or resignation; failure to provide accurate
15 wage statements; and regular rate violations with respect to overtime, double time, meal and
16 rest period premiums, and sick pay that accrued during the Class Period. The released claims
17 include, but are not limited to, claims for wages, statutory penalties, civil penalties, damages,
18 liquidated damages, or any other relief brought under state or federal law, the California Labor
19 Code, the Fair Labor Standards Act, California Business and Professions Code sections 17200
20 et seq, and/or any applicable Industrial Welfare Commission Wage Order, arising from the
21 labor code violations released herein; attorneys' fees and costs; and interest that accrued during
22 the Class Period. The release expressly excludes claims for vested benefits, wrongful
23 termination, unemployment insurance, disability, social security, workers' compensation, and
24 class claims outside of the Class Period. The release also expressly excludes PAGA claims,
25 which are separately released by the Aggrieved Employees.

26 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
27 California and all Aggrieved Employees, pursuant to the California Labor Code Private
28 Attorneys' General Act ("PAGA") and shall release Defendant and each of its present, former,

1 and future parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of
2 their respective past and present members, shareholders, directors, officers, employees, agents,
3 servants, registered representatives, insurers and attorneys, from all claims for civil penalties,
4 attorneys' fees, interest, costs, or any other relief under PAGA for alleged violations of Labor
5 Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246,
6 510 , 512 , 558 , 558.1, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 198.5, 1199, 2802,
7 2804, 2699.5, and all applicable Industrial Welfare Commission Wage Order(s) that arise out
8 of or reasonably relate to the factual allegations for the PAGA claims as alleged in the operative
9 complaint and the relevant notice letter(s) to the LWDA, and expressly excluding all other
10 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
11 disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

12 10. The term "Aggrieved Employees" is hereby defined as all non-exempt
13 employees who are or previously were employed by Defendant and performed work in
14 California during the PAGA Period. The PAGA Period means the period between September
15 29, 2021, through March 4, 2024.

16 11. The Agreement is not an admission by Defendant, nor is this Final
17 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
18 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any
19 document referred to herein, nor any action taken to carry out the Settlement is, may be
20 construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing,
21 or liability whatsoever. The entering into or carrying out of the Agreement, and any
22 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
23 to be evidence of, an admission or concession with regard to the denials or defenses by
24 Defendant and shall not be offered in evidence in any action or proceeding against Defendant
25 in any court, administrative agency or other tribunal for any purpose as an admission
26 whatsoever other than to enforce the provisions of this Final Approval Order and Judgment,
27 the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of
28 the Parties may file in the Action or in any other proceeding this Final Approval Order and

1 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of
2 the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory
3 of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

4 12. Notice of entry of this Final Approval Order and Judgment shall be given
5 to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
6 notice of entry of this Final Approval Order and Judgment to individual Class Members and
7 the Final Approval Order and Judgment shall be posted on Settlement Administrator's website
8 as indicated in the Notice Packet.

9 13. After entry of Final Judgment, the Court shall retain jurisdiction to
10 construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested
11 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
12 from or in connection with the distribution of settlement benefits.

13 14. If the Settlement does not become final and effective in accordance with
14 the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement
15 Amount to Defendant consistent with the terms of the Settlement, then this Final Approval
16 Order and Judgment, and all orders entered in connection herewith shall be rendered null and
17 void and shall be vacated.

18 15. Upon completion of administration of the Settlement, the Settlement
19 Administrator will provide written certification of such completion to the Court and counsel
20 for the Parties, which shall be filed with the Court.

21
22 **IT IS SO ORDERED.**

23 DATED: _____, 2025
24
25

26 _____
27 Hon. Michael Markman
28 JUDGE OF THE SUPERIOR COURT