

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
jlapuyade@jcl-lawfirm.com

Attorneys for PLAINTIFF GUSTAVO ADAME

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] JUDGMENT

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 and
3 Expenses Award and Class Representative Service Payment duly came on for hearing on February
4 6, 2025, before the above-entitled Court. The parties having settled this action and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
6 good cause appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement
9 only. The Class is defined as "all non-exempt employees who are or previously were employed by
10 Hustead's Collision Center, Inc. ("Defendant") and performed work in California during the Class
11 Period." The Class Period is defined as the period between September 29, 2018, to March 4, 2024.

12 2. All persons who meet the foregoing definition are Settlement Class Members, except
13 for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Payment and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and each
24 Class Member who has not validly opted out has released the "Released Parties" from the "Released
25 Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined as all claims that reasonably could
28 have been alleged based on the facts and/or theories pled in the Operative Complaint, including

1 claims for: unfair competition predicated on claims for failure to pay minimum wages, failure to
2 pay overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses,
3 failure to pay all wages due upon discharge or resignation, failure to provide accurate wage
4 statements, and regular rate violations with respect to overtime, double time, meal and rest period
5 premiums, and sick pay; and labor code violations for failure to pay minimum wages; failure to pay
6 overtime wages; failure to provide meal and rest periods; failure to reimburse business expenses;
7 failure to pay all wages due upon discharge or resignation; failure to provide accurate wage
8 statements; and regular rate violations with respect to overtime, double time, meal and rest period
9 premiums, and sick pay that accrued during the Class Period. The released claims include, but are
10 not limited to, claims for wages, statutory penalties, civil penalties, damages, liquidated damages,
11 or any other relief brought under state or federal law, the California Labor Code, the Fair Labor
12 Standards Act, California Business and Professions Code sections 17200 et seq, and/or any
13 applicable Industrial Welfare Commission Wage Order, arising from the labor code violations
14 released herein; attorneys' fees and costs; and interest that accrued during the Class Period. The
15 release expressly excludes claims for vested benefits, wrongful termination, unemployment
16 insurance, disability, social security, workers' compensation, and class claims outside of the Class
17 Period. The release also expressly excludes PAGA claims, which are separately released by the
18 Aggrieved Employees.

19 (b) The "Released Parties" are defined as Defendant and each of its present,
20 former, and future parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of
21 their respective past and present members, shareholders, directors, officers, employees, agents,
22 servants, registered representatives, insurers and attorneys.

23 7. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff, on behalf
24 of the Labor and Workforce Development Agency ("LWDA") and the State of California, and each
25 "Aggrieved Employee" have released the Released Parties from the "Released PAGA Claims" for
26 the "PAGA Period" as set forth in the Agreement.

27 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
28

1 (a) The “Aggrieved Employees” are defined as all non-exempt employees who
2 are or previously were employed by Defendant and performed work in California during the PAGA
3 Period. The PAGA Period is defined as the period between September 29, 2021, through March 4,
4 2024.

5 (a) The “Released PAGA Claims” means all claims for civil penalties, attorneys’
6 fees, interest, costs, or any other relief under PAGA for alleged violations of Labor Code sections
7 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 558.1,
8 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 198.5, 1199, 2802, 2804, 2699.5, and all
9 applicable Industrial Welfare Commission Wage Order(s) that arise out of or reasonably relate to
10 the factual allegations for the PAGA claims as alleged in the operative complaint and the relevant
11 notice letter(s) to the LWDA.

12 (b) The “PAGA Period” means the period from September 29, 2021, through
13 March 4, 2024.

14 9. This Court hereby grants final approval and awards the following: (i) \$116,583.69
15 for the Attorneys’ Fees and Expenses Payment comprised of attorneys’ fees in the amount of One
16 Hundred Thousand Dollars and Zero Cents (\$100,000.00) (“Attorneys’ Fees”) and reimbursement
17 of costs and expenses in the amount of \$16,583.69 (“Attorneys’ Expenses”); (ii) the Enhancement
18 Award to Class Representative, Gustavo Adame, in the amount of Five Thousand Dollars and Zero
19 Cents (\$5,000.00); (iii) Claims Administration Expenses of Seven Thousand Five Hundred Dollars
20 and Zero Cents (\$7,500.00) to Apex Class Action, LLC; (iv) Fifteen Thousand Dollars and Zero
21 Cents (\$15,000.00) (75% of the PAGA Penalties payment) to the Labor and Workforce
22 Development Agency; and Five Thousand Dollars and Zero Cents (\$5,000.00) (25% of the PAGA
23 Penalties Payment) allocated to the Aggrieved Employee Payments.

24
25
26
27
28 ///

1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 Section 2699(s)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

6
7 DATED: _____, 2025

8 Hon. Michael Markman
9 JUDGE OF THE SUPERIOR COURT
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28