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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CESAR CANDO, an individual, on behalf of
himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

ACADEMY VALET PARKING SERVICE,
INC., a California Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. 22STCV21833

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: June 13, 2024
Time: 9:00 a.m.

Judge: Hon. Maren Nelson
Dept.: 17

1 Plaintiff's motion for an order finally approving the First Amended Class Action and
2 PAGA Settlement Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs,
3 and Class Representative Payment duly came on for hearing on June 13, 2024, before the above-
4 entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf of
5 Plaintiff CESAR CANDO ("Plaintiff"). Landegger Verano & Davis appeared on behalf of
6 Defendants Academy Valet Parking Services, Inc., and Academy Valet Parking LLC (hereinafter
7 "Defendants").

8 **I.**

9 **FINDINGS**

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

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

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles ("Court"), Case No.
16 22STCV21833, entitled *Cesar Cando v. Academy Valet Parking Service, Inc.* and over all Parties
17 to this litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On February 9, 2024, the Court granted preliminary approval of a class-
20 wide settlement. At this same time the court approved certification of a provisional settlement
21 class for settlement purposes only. The Court confirms this Order and finally approves the
22 settlement and the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on March 8, 2024.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
27 the circumstances and was reasonably calculated to communicate actual notice of the litigation
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1 and the proposed settlement to the members of the Class Members. The Court finds that the
2 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was April 22, 2024.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$150,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

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

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

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

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
25 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
26 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Participating Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a payment of PAGA Payment in the amount of
5 \$5,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
6 Payment and the allocation of \$3,750.00 (75% of the PAGA Payment) to the LWDA and
7 \$1,250.00 (25% of the PAGA Payment) to the Aggrieved Employees is fair and reasonable and
8 complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

9 **Attorneys' Fees and Litigation Expenses**

10 10. The Agreement provides for a payment of Attorneys' Fees and Litigation
11 Costs in the amount of up to Seventy Thousand Dollars and Zero Cents (\$70,000.00). Subject to
12 Court approval, the Attorneys' Fees and Litigation Costs consists of attorneys' fees equal to one-
13 third (1/3) of the Gross Settlement Amount, or Fifty Thousand Dollars and Zero Cents (\$50,000)
14 and reimbursement of costs and expenses in the amount of Eleven Thousand, One Hundred and
15 Thirty-Three Dollars and Twenty-Six Cents (\$11,133.26).

16 11. A payment of Attorneys' Fees and Litigation Costs of Sixty-One Thousand,
17 One Hundred and Thirty-Three Dollars and Twenty-Six Cents (\$61,133.26) comprised of
18 attorneys' fees in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000) and
19 reimbursement of costs and expenses in the amount of Eleven Thousand, One Hundred and
20 Thirty-Three Dollars and Twenty-Six Cents (\$11,133.26) is reasonable in light of the contingent
21 nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by
22 Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is
23 reasonable, and is supported by Class Counsel's lodestar.

24 **Class Representative Payment**

25 12. The Agreement provides for a Class Representative Payment of up to Ten
26 Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, Cesar Cando, subject to the Court's
27 approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00)
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1 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
2 litigation.

3 **Administration Expenses Payment**

4 13. The Agreement provides for Administration Expenses Payment to be paid
5 in an amount not to exceed \$7,000.00. The Declaration of the Administrator provides that the
6 actual claims administration expenses were \$7,000.00. The amount of this payment is reasonable
7 in light of the work performed by the Administrator.

8 **II.**

9 **ORDERS**

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

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All current and former non-exempt, hourly paid employees who worked for
14 Defendants Academy Valet Parking Service, Inc. and/or Academy Valet Parking
15 LLC in California at any time during the period commencing July 6, 2018, through
16 June 23, 2023.

17 2. There are 168 members of the Class. Every person in the Class who did not
18 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-
19 outs to the Settlement.

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

23 4. Defendants shall fund the Gross Settlement Amount on the Funding Date.
24 In exchange the Class Members shall release the “Released Parties” from the “Released Class
25 Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the “Released
26 PAGA Claims.”

27 a. The “Released Parties” means Defendants Academy Valet Parking
28 Service, Inc., Academy Valet Parking LLC, and each of their former and present directors,

1 officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys,
2 insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

3 b. The “Released Class Claims” are defined as any and all claims that
4 were or reasonably could have been alleged in the Operative Complaint that arose during the Class
5 Period including the following claims: (a) failure to pay minimum wages owed; (b) failure to pay
6 all overtime wages owed; (c) failure to provide compliant meal periods, or premium pay for non-
7 compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay
8 for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and
9 maintain required records; (f) failure to timely pay all wages due during employment; (g) failure to
10 timely pay all wages due upon separation of employment; (h) failure to pay all sick wages owed;
11 (i) failure to pay all vacation wages owed; (j) failure to reimburse for necessary business expenses;
12 (k) all claims under California Business & Professions Code § 17200 for unfair business practices
13 that could have been premised on the facts, claims, causes of action or legal theories described
14 above; (l) violation of or claims under the following sections of the California Labor Code,
15 sections 201,201.3, 202,203,204,210,218.5, 218.6, 221,226,226.2, 226.3, 226.7, 227.3, 246, 510,
16 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804; and (m)
17 violation of the California Industrial Wage Orders that could have been premised on the facts,
18 claims, causes of action or legal theories described above, as well as any potential penalties,
19 interest or attorneys' fees associated with all of such causes of action under California law, but
20 expressly excluding PAGA penalties separately released hereinbelow .. Except as set forth in
21 Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
22 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
23 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
24 claims based on facts occurring outside the Class Period.

25 c. The “Aggrieved Employees” are defined as all current and former
26 non-exempt, hourly paid employees who worked for Defendants Academy Valet Parking Service,
27 Inc. and/or Academy Valet Parking LLC in California at any time during the period of April 28,
28 2021, through and including June 23, 2023 (“PAGA Period”).

1 d. The “Released PAGA Claims” are defined as all claims, demands,
2 rights, liabilities and causes of action under the California Labor Code Private Attorneys General
3 Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the
4 Operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the
5 course of the Action, arising during or with respect to the PAGA Period. The foregoing release
6 shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar
7 by res judicata any claim under the PAGA brought by any person, including the Aggrieved
8 Employees, on behalf of the State of California, as to any claims predicated on the Released
9 PAGA Claims.

10 5. Class Counsel are awarded Attorneys’ Fees and Litigation Costs in the
11 amount of \$61,133.26 comprised of attorneys’ fees in the amount of Fifty Thousand Dollars and
12 Zero Cents (\$50,000) and reimbursement of costs and expenses in the amount of Eleven
13 Thousand, One Hundred and Thirty-Three Dollars and Twenty-Six Cents (\$11,133.26). Class
14 Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
15 Plaintiff, or members of the Class.

16 6. The payment of the Class Representative Payment to the Plaintiff in the
17 amount of \$10,000.00 is approved.

18 7. The payment of \$7,000.00 to the Administrator for Administration
19 Expenses Payment is approved.

20 8. The PAGA Payment of \$5,000.00 is hereby approved as fair, reasonable,
21 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
22 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
23 fraud or collusion.

24 9. Final Judgment is hereby entered in this action. The Final Judgment shall
25 bind each Participating Class Member.

26 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
27 California and all Aggrieved Employees, pursuant to the California Private Attorneys’ General
28 Act (“PAGA”).

1 11. The Court further finds and determines that Class Counsel satisfied
2 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
3 claims arising under the Private Attorney General Act (“PAGA”) on January 30, 2024.

4 12. The Court orders Class Counsel to comply with California Labor Code §
5 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
6 Court’s entry of this Order.

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

23 14. Notice of entry of this Final Approval Order and Judgment shall be given to
24 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
25 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
26 Final Approval Order and Judgment shall be posted on Administrator’s website as indicated in the
27 Notice Packet.

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

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

IT IS SO ORDERED.

DATED: _____, 2024

Hon. Maren Nelson
JUDGE OF THE SUPERIOR COURT