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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

DEC 03 2020

BY   
JESSICA MORALES, DEPUTY

1 Kevin Mahoney (SBN: 235367)  
2 kmahoney@mahoney-law.net  
3 Michael A. Swift (SBN: 296993)  
4 mswift@mahoney-law.net  
5 MAHONEY LAW GROUP, APC  
6 249 E. Ocean Blvd., Ste. 814  
7 Long Beach, CA 90802  
8 Telephone: (562) 590-5550  
9 Facsimile: (562) 590-8400

10 Attorneys for Plaintiff PAUL MARQUEZ as individual and on behalf of all employees similarly  
11 situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN BERNARDINO

14 PAUL MARQUEZ, as an individual, and on behalf  
15 of all similarly situated employees,

Case No.: CIVDS1826267

16 Plaintiff,

CLASS ACTION

17 v.

18 AUTOMANN INC. and DOES 1 through 50,  
19 inclusive,

*and Judgment*  
[PROPOSED] ORDER GRANTING  
PLANTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARD OF  
ATTORNEYS' FEES, COSTS, AND  
REPRESENTATIVE ENHANCEMENT;  
~~PROPOSED~~ JUDGEMENT

20 Defendants.

Assigned for all purposes to:  
Hon. David Cohn, Dept. S26

Date: November 23, 2020  
Time: 10:00 a.m.  
Dept.: S26

Action Filed: October 10, 2018  
Trial Date: None

FILED BY FAX

1 On November 23, 2020, Plaintiff Paul Marquez's unopposed Motion for Final Approval of Class  
2 Action Settlement and Award of Attorneys' Fees, Costs and Representative Enhancement (the "Motion")  
3 came on for hearing. The Court has reviewed the motion and Class Action Settlement Agreement ("  
4 Settlement" or "Settlement Agreement.")

5 The Court having also considered the memorandum of points and authorities in support of the  
6 motion and the declarations of counsel submitted in support thereof, and for good cause appearing therein,  
7 the Court now FINDS and ORDERS as follows:

8 1. The Court finds that certification of the following Settlement Class, for settlement  
9 purposes only, is appropriate under California Code of Civil Procedure: "all current and former  
10 employees of Defendant who were employed non-exempt, in California at any time from October 10,  
11 2014 to October 10, 2019."

12 2. All terms used herein shall have the same meaning given to them in the Settlement  
13 Agreement.

14 3. The Court has jurisdiction over the subject matter of this action, all members of the  
15 Settlement Class, and Defendant Automann, Inc.

16 4. The Court finds that, in accordance with the California Rules of Court and the  
17 requirements of due process, all members of the Settlement Class have been given proper and adequate  
18 notice of the Settlement.

19 5. The Court has reviewed the terms of the Settlement Agreement and finds that the  
20 Settlement is fair, adequate, and reasonable to those it affects, and resulted from vigorously contested  
21 litigation and extensive, good-faith and arm's length negotiations between the parties. The Court further  
22 finds that the Settlement is in the public interest after considering the following factors: (a) the strength  
23 of the plaintiff's case; (b) the risk, expense, complexity, and likely duration of further litigation; (c) the  
24 possible outcome of further litigation relating to class certification, liability and damages; (d) the amount  
25 offered in settlement; (e) the experience and views of Class Counsel; and (f) the positive reaction of class  
26 members.

27 6. The Final Approval Motion is hereby GRANTED, and the Settlement Agreement is  
28 hereby APPROVED as fair, reasonable, and adequate, for the exclusive benefit of Class Members. The

1 parties are directed to carry out the Settlement Agreement according to its terms, and the Settlement  
2 Agreement is hereby incorporated into this Order as though all terms therein are set forth in full

3 7. The Court APPROVES the non-reversionary Gross Settlement Amount ("GSA") of  
4 \$200,000.00 in accordance with the First Amended Settlement Agreement.

5 8. The Court further APPROVES the distribution of the GSA as follows: (1) Class counsel  
6 attorneys' fees of sixty-six thousand six hundred sixty-six dollars and sixty-six cents (\$66,666.66); (3)  
7 costs to Plaintiff's counsel in the amount of seven thousand six-hundred eighty-five dollars and two cents  
8 (\$7,685.02), (4) Class Representative Enhancement Payment of five thousand dollars (\$5,000.00) for  
9 Plaintiff Paul Marquez; (5) PAGA Payment in the amount of three thousand seven hundred fifty dollars  
10 (\$3,500.00) to be paid to the California Labor and Workforce Development Agency, and; (6) Claims  
11 Administration Costs in the amount of two thousand five hundred dollars (\$2,500.00) to Phoenix  
12 Settlement Administrators. The remaining amount shall be the Net Settlement Amount ("NSA") which  
13 will be distributed to the Settlement Class. If any settlement checks issued to Settlement Class Members  
14 remain uncashed after 180 days shall be paid by the Settlement Administrator to the California State  
15 Controller's office pursuant to the procedures for uncashed checks or to the Department of Labor  
16 unclaimed wages fund. Therefore, there will be no "residual" following distribution of this Settlement.

17 9. The Court hereby appoints Mahoney Law Group, APC as Class Counsel for settlement  
18 purposes only, and awards attorneys' fees to Class Counsel in the amount of sixty-six thousand six-  
19 hundred sixty-six dollars and sixty-six cents (\$66,666.66) and reimbursement of costs to Class counsel  
20 in the amount of seven thousand six-hundred eighty-five dollars and two cents (<sup>7,041.63</sup>~~\$7,685.02~~), to be paid  
21 out of the Gross Settlement Amount and in accordance with the Settlement Agreement. The Court finds  
22 that the fees requested by Class Counsel are reasonable.

23 10. The Court further orders that the costs of administration of the Settlement as set forth in  
24 the declaration of Kevin Lee from Phoenix Settlement Administrators be paid out of the GSA in the  
25 amount of two thousand five dollars (\$2,500.00) and in accordance with the Settlement.

26 11. The Court appoints, for settlement purposes only, Plaintiff Paul Marquez as the Class  
27 Representative and further orders that he be awarded an Enhancement Payment in the amount of five  
28 thousand dollars (\$5,000.00), to be paid out of the GSA and in accordance with the Settlement. The

1 Court finds that Plaintiff has undertaken significant risk and performed valuable services on behalf of the  
2 Settlement Class and that this award would have a negligible impact on the claims of any of the Class  
3 Members herein.

4 12. The Court finds that there have been no objections to the Settlement, and therefore there  
5 is no person who has standing to appeal the same. The Court finds no basis for determining that the  
6 Settlement was reached by anything other than arm's-length negotiations. The Court further finds that  
7 the investigation and discovery was sufficient to allow Class counsel and the Court to act intelligently.  
8 The Court also finds that Class counsel is experienced in this type of litigation.

9 13. As of the date of this final approval order, except as to such rights or claims that may be  
10 created by the Settlement, each and every Released Claim of each Class Member who did not timely  
11 submit a valid opt-out request is and shall be deemed to be conclusively released as against the Released  
12 Parties (as those terms are defined in the Settlement Agreement).

13 14. Neither the Settlement nor any of the terms set forth in the Settlement Agreement  
14 constitute an admission by Defendant, or any of the other Released Parties, of liability to the Class  
15 Representative or any other Class Member, nor does this final approval order constitute a finding by the  
16 Court of the validity of any of the claims alleged in the Lawsuit, or of any liability of Defendant or any  
17 of the other Released Parties.

18 15. Accordingly, the Court orders all Parties and their counsel to cooperate in fulfilling the  
19 terms of the Settlement Agreement herein consistent with this Order, and this Court shall retain  
20 jurisdiction to effectuate the terms of the settlement including the binding effect of the releases set forth  
21 in the Settlement Agreement as to the Class Representative, the Class Members, and the Participating  
22 Class Members herein.

23 16. Accordingly, the Court orders all Parties and their counsel to cooperate in fulfilling the  
24 terms of the Settlement Agreement herein consistent with this order, and this Court shall retain  
25 jurisdiction to effectuate the terms of the settlement including the binding effect of the releases set forth  
26 in the Settlement Agreement as to both the class representative and the putative class herein.

27 17. Judgment is hereby entered pursuant to: (1) the terms of the Settlement, and; (2) this Order  
28 granting final approval and awarding attorneys' fees, costs and enhancement payment.



1           18.     Without affecting the finality of the Judgment in any way, the Court shall retain exclusive  
2 and continuing jurisdiction over the above-captioned parties, including all Class Members pursuant to  
3 California Rule of Court, rule 3.769, for purposes of supervising, administering, implementing,  
4 enforcing, and interpreting the Settlement Agreement and the Final Approval Order.

5           19.     In the event that the Effective Date of the Settlement does not occur, this Judgment shall  
6 be rendered null and void and any class certified for settlement purposes will be vacated and any other  
7 order entered by the Court in furtherance of the Settlement shall be treated as void *ab initio*. In such an  
8 event, the Parties shall return to the status quo as if the Parties had not entered into this Settlement, as  
9 provided in the Settlement Agreement.

10           **IT IS SO ORDERED.**

11           DATED: 12/31, 2020



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The Honorable David Cohn.  
Judge of the Superior Court

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**PROOF OF SERVICE**  
Code of Civ. Proc. § 1013a, subd. (3)

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On October 29, 2020, I served true copies of the following document(s): **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES, COSTS, AND REPRESENTATIVE ENHANCEMENT: PROPOSED JUDGEMENT**. I served the document(s) on the person(s) below as follows:

Benjamin T. Morton, Esq. Travis K. Jang-Busby, Esq. Shelby A. Poteet, Esq. <b>GORDON REES SCULLY MANSUKHANI</b> 101 W. Broadway, Ste. 2000 San Diego, CA 92101	Attorney for Defendant AUTOMANN, INC.  Telephone: (619) 230-7755 Facsimile: (619) 696-7214
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The document(s) were served by the following means:

**By Mail:** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the addresses above. I then placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Long Beach, CA.

**By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address smarquez@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

**(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 29, 2020, at Long Beach, California.

  
Samantha Marquez