

1 SAMUEL T. REES (State Bar No. 58099)
2 THOMAS P. BLEAU (State Bar No. 152945)
3 MARTIN R. FOX (State Bar No. 155783)
4 BLEAU FOX
5 2801 West Empire Avenue
6 Burbank, California 91504
7 Telephone: (818) 748-3434
8 Facsimile: (818) 748-3436

9 SHANNON LISS-RIORDAN (State Bar No. 310719)
10 LICHTEN & LISS-RIORDAN, P.C.
11 729 Boylston Street, Suite 2000
12 Boston, MA 02116
13 Telephone: (617) 994-5800
14 Facsimile: (617) 994-5801
15 sliss@llrlaw.com

16 Attorneys for Plaintiff
17 and the Plaintiff Class

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF ORANGE

20 RAYMOND STODDARD and
21 SANTIAGO MEDINA etc.,

22 Plaintiffs,

23 vs.

24 EQUILON ENTERPRISES, LLC, et
25 al.,

26 Defendants.

Case No. 30-2010-00395208-CU-0E-
CXC

Hon. James J. Di Cesare
Department C 16

CLASS ACTION

**NOTICE OF ENTRY OF
JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARDED
CLASS COUNSEL AWARD,
SERVICE AWARD AND
SETTLEMENT ADMINISTRATOR
PAYMENT**

Date: July 16, 2021

Time: 9:30 a.m.

Dept: C 16

Complaint Filed: August 2, 2010

Trial Date: None Set

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on July 21, 2021, the Court signed and filed
3 the attached **JUDGMENT AND ORDER GRANTING MOTION FOR FINAL**
4 **APPROVAL OF CLASS ACTION SETTLEMENT AND AWARING**
5 **CLASS COUNSEL AWARD, SERVICE AWARD AND SETTLEMENT**
6 **ADMINISTRATOR PAYMENT.**

7
8 Dated: July 23, 2021

BLEAU FOX
A Professional Law Corporation

9
10 By: /s/ Samuel T. Rees
11 SAMUEL T. REES

12 Attorneys for Plaintiff and Plaintiff Class
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 SAMUEL T. REES (State Bar No. 58099)
THOMAS P. BLEAU (State Bar No. 152945)
2 MARTIN R. FOX (State Bar No. 155783)
BLEAU FOX
3 A Professional Law Corporation
2801 West Empire Avenue
4 Burbank, CA 91504
Telephone: (818) 748-3434
5 Facsimile: (818) 748-3436
STReesEsq@earthlink.net

6 Attorneys for Plaintiff and Plaintiff Class

7
8 KERRI N. POLIZZI (State Bar No. 318477)
KRING & CHUNG, LLP
38 Corporate Park
9 Irvine, CA 92606
Telephone: (949) 261-7700
10 Facsimile: (949) 261-8800

11 Attorneys for Defendant R&M Pacific Rim, Inc.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ORANGE

14 RAYMOND STODDARD and
SANTIAGO MEDINA etc.,
15
16 Plaintiffs,

17 vs.

18 EQUILON ENTERPRISES, LLC, et
al.,
19 Defendants.

Case No. 30-2010-00395208-CU-OE-CXC

Hon. James J. Di Cesare
Department C 16

CLASS ACTION

~~PROPOSED~~ JUDGMENT AND
ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
AWARDING CLASS COUNSEL
AWARD, SERVICE AWARD AND
SETTLEMENT ADMINISTRATOR
PAYMENT

Date: July 16, 2021
Time: 9:30 a.m.
Dept: C 16
Complaint Filed: August 2, 2010
Trial Date: None Set

~~PROPOSED~~ JUDGMENT AND ORDER GRANTING MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND AWARDING CLASS COUNSEL AWARD, SERVICE
AWARD AND SETTLEMENT ADMINISTRATOR PAYMENT

1 The hearing for Final Approval of Class Action Settlement and for
2 determination of Class Counsel Award, Service Award and Settlement
3 Administrator Expenses came on regularly for hearing before this Court on July
4 16, 2021 at 9:30 a.m., pursuant to California Rule of Court 3.769 and this
5 Court's Revised Second Amended Preliminary Approval Order ("PAO"), notice
6 having been given to all Settlement Class Members by Class Notice mailed by
7 the Settlement Administrator on April 26, 2021. Having parties' Third Amended
8 and Restated Settlement Agreement ("Settlement" or "Settlement Agreement"),
9 and all other documents and evidence presented in support thereof, including
10 the motion for an award of attorneys' fees, costs and expenses and a service
11 award, the Court hereby makes a final ruling that the proposed Settlement is
12 fair, reasonable, and adequate, and is the product of good faith, arms'-length
13 negotiations between the parties. Good cause appearing therefor, the Court
14 hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement
15 and HEREBY ORDERS THE FOLLOWING:

16 1. This Order of Final Approval and Judgment incorporates by
17 reference the definitions in the Third Amended and Restated Settlement
18 Agreement ("Settlement Agreement"), as filed with the Court, and all terms
19 defined therein shall have the same meaning as set forth in the Settlement
20 Agreement.

21 2. Judgment is hereby entered in conformity with the Settlement
22 Agreement and this Court's PAO.

23 3. The conditional class certification contained in the PAO is hereby
24 made final, and the Court thus certifies as the Settlement Class for purposes of
25 the Settlement only all persons who were employed by R&M and who worked at
26 a Shell-branded stations operated by R&M and owned by Equilon Enterprises,
27
28

1 LLC at any time during the period from August 2, 2006 through September 1,
2 2008. The Settlement Class consists of two subclasses, as follows:

3 a. The Settlement Break Subclass is defined as all Settlement
4 Class Members during any portion of the Class Period that they were non-
5 exempt hourly wage employees; and

6 b. The Settlement Misclassification Subclass is defined as all
7 Settlement Class Members during any portion of the Class Period that they
8 were declared by R&M as exempt employees and paid a salary. However, the
9 Settlement Misclassification Subclass does not include any Settlement Class
10 Member during any portion of the Class Period such Settlement Class Member
11 was an Area Manager.

12 4. For purposes of settlement only, Medina is hereby reconfirmed and
13 finally approved as the Class Representative. The Court finds and determines
14 that a Service Award to Medina of \$5,000.00 is fair and reasonable and orders
15 the Settlement Administrator to make this payment in accordance with the
16 terms of the Settlement Agreement.

17 5. For purposes of settlement only, Bleau Fox, a Professional Law
18 Corporation, is hereby reconfirmed and finally approved as Class Counsel.
19 Pursuant to the terms of the Settlement Agreement and the authorities,
20 evidence and argument submitted by Class Counsel, the Court awards Class
21 Counsel attorneys' fees in the amount of \$281,667.00 and costs and expenses in
22 the amount of \$11,367.24 and finds those amounts to be fair and reasonable.
23 The Court orders the Settlement Administrator to make these payments in
24 accordance with the terms of the Settlement Agreement.

25 6. Notice was provided to the Settlement Class Members as set forth in
26 the Settlement Agreement and the notice process has been completed in
27 conformity with the PAO. The Court finds that this notice and the proceedings
28

1 and matters set forth therein, constituted reasonable and the best practicable
2 notice under the circumstances; was reasonably calculated, under the
3 circumstances, to apprise Settlement Class Members of the pendency of the
4 Class Action, their rights, including their rights to exclude themselves from or
5 object to the Settlement, to dispute the information on which the Individual
6 Settlement Payment will be calculated and to appear at the Final Approval
7 Hearing; was reasonable and constituted due, adequate, and sufficient notice to
8 all persons entitled to receive notice; and met all applicable requirements of the
9 California and United States Constitutions, California Code of Civil Procedure
10 section 382 and California Rules of Court Rules 3.766(d) and 3.769(f), due
11 process, and any other applicable rules or law.

12 7. The Court hereby approves the Settlement as set forth in the
13 Settlement Agreement as fair, reasonable, and adequate, and directs the parties
14 to consummate the Settlement Agreement according to its terms.

15 8. For purposes of settlement only, the Court finds that: (a) the
16 Settlement Class Members are ascertainable and so numerous that joinder of all
17 members is impracticable; (b) there are questions of law or fact common to the
18 Settlement Class Members, and there is a well-defined community of interest
19 among Settlement Class Members with respect to the subject matter of the
20 litigation; (c) the claims of Medina are typical of the claims of the Settlement
21 Class Members; (d) Medina and Class Counsel have fairly and adequately
22 represented the Settlement Class for the purpose of entering into and
23 implementing the Settlement Agreement and have protected the interests of the
24 Settlement Class Members; (e) a class action is superior to other available
25 methods for an efficient adjudication of this controversy; and (f) Class Counsel is
26 qualified to serve as counsel for Medina and the Class Members.

27
28

1 9. The Court reconfirms the appointment of the Settlement
2 Administrator and finds that the Settlement Administrator to date has fulfilled
3 its duties under the Settlement. The Court approves Settlement Administrator
4 Expenses in the amount of \$15,000.00.

5 10. The Court orders R&M to fund the Total Settlement Amount of
6 \$845,000.00 as set forth in Paragraph 75 of the Settlement Agreement, which
7 sum does not include R&M's share of payroll taxes allocable to any portion of the
8 Total Settlement Amount allocated to wages as set forth in Paragraph 70 of the
9 Settlement Agreement.

10 11. The Court finds that the Individual Settlement Payments, as
11 provided for in the Settlement, are fair, reasonable, and adequate, and orders
12 the Settlement Administrator to distribute these payments along with a copy of
13 this Judgment to the Settlement Class Members in conformity with the terms of
14 the Settlement and the Plan of Allocation set forth in the Settlement Agreement
15 which is approved.

16 12. The Court finds that no Settlement Class Members have timely
17 requested to be excluded from the Settlement Class and adjudges that, as of the
18 Final Approval Date, Medina, and all Settlement Class Members and their
19 Legally Authorized Representatives, heirs, estates, trustees, executors,
20 administrators, principals, beneficiaries, representatives, agents, assigns, and
21 successors, and/or anyone claiming through them or acting or purporting to act
22 for them or on their behalf, regardless of whether they have received actual
23 notice of the proposed Settlement, have conclusively compromised, settled,
24 discharged, and released the Named Plaintiff's General Released Claims (in the
25 case of Medina) and Settlement Class Members' Released Claims (in the case of
26 the Settlement Class Members, including Medina) against R&M and others
27 identified therein and are bound by the provisions of this Settlement Agreement;

28

1 13. The Court further declares the Settlement Agreement and this Final
2 Approval Order and Judgment to be binding on, and have *res judicata* and
3 preclusive effect as to all pending and future lawsuits or other proceedings: (i)
4 that encompass the Named Plaintiff's General Released Claims and that are
5 maintained by or on behalf of Medina and/or his Legally Authorized
6 Representatives, heirs, estates, trustees, executors, administrators, principals,
7 beneficiaries, representatives, agents, assigns, and successors, and/or anyone
8 claiming through them or acting or purporting to act for them or on their behalf,
9 and (ii) that encompass the Settlement Class Members' Released Claims and
10 that are maintained by or on behalf of any Settlement Class Member who has
11 not been excluded from the Settlement Class as provided in the Opt-Out List
12 approved by the Court and/or his or her Legally Authorized Representatives,
13 heirs, estates, trustees, executors, administrators, principals, beneficiaries,
14 representatives, agents, assigns, and successors, and/or anyone claiming
15 through them or acting or purporting to act for them or on their behalf,
16 regardless of whether the Settlement Class Member previously initiated or
17 subsequently initiates individual litigation or other proceedings encompassed by
18 the Settlement Class Members' Released Claims, and even if such Settlement
19 Class Member never received actual notice of the Class Action or this proposed
20 Settlement;

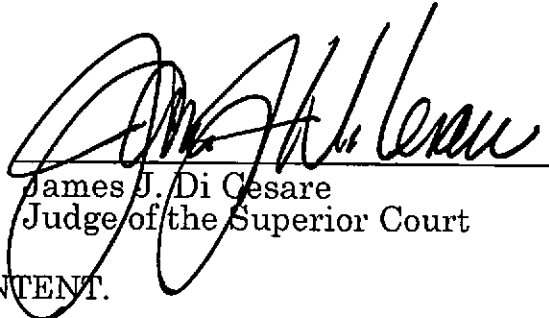
21 14. The Settlement Agreement and the Settlement provided for herein,
22 and any proceedings taken pursuant thereto, are not, and should not in any
23 event be offered, received, or construed as evidence of, a presumption,
24 concession, or an admission by any party of liability or non-liability or of the
25 certifiability or non-certifiability of a litigation class, or of any misrepresentation
26 or omission in any statement or written document approved or made by any
27 Party; provided, however, that reference may be made to this Settlement
28

1 Agreement and the Settlement provided for herein in such proceedings as may
2 be necessary to effectuate the provisions of this Settlement Agreement, as
3 further set forth in this Settlement Agreement;

4 15. A Final Compliance Hearing shall be held before this Court on April
5 8, 2022 at 9:30 a.m. in Department C-16 to confirm that the terms of this Order
6 have been effectuated. At least five (5) court days prior to the Final Compliance
7 Hearing the parties shall file a compliance status report, pursuant to Code of
8 Civil Procedure Section 384(b), setting forth the actual amounts paid to
9 Settlement Class Members and other amounts disbursed pursuant to the
10 Settlement Agreement.

11 16. This document shall constitute a final judgment pursuant to
12 California Rules of Court Rule 3.769(h). Pursuant to that Rule and the parties'
13 stipulation contained in the Settlement Agreement, this Court shall retain
14 jurisdiction over the parties to enforce the terms of this Settlement and this
15 judgment.

16
17 Dated: July 21, 2021


James J. Di Cesare
Judge of the Superior Court

18
19 APPROVED AS TO FORM AND CONTENT.

20 Dated: July 16, 2021
21 BLEAU FOX
22 A Professional Law Corporation

Dated: July 16, 2021
KRING & CHUNG LLP

23
24 By: /s/ Samuel T. Rees
SAMUEL T. REES

By: /s/ Kerri N. Polizzi
KERRI N. POLIZZI

25 Attorneys for Plaintiff and the Plaintiff
26 Class

Attorneys for R&M PACIFIC RIM, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

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; 2801 West Empire Avenue, Burbank, California 91504. My email address is nchildress@bleaufox.com.

On July 23, 2021, I served the foregoing document(s) described as **NOTICE OF ENTRY OF JUDGMENT AND ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARDDING CLASS COUNSEL AWARD, SERVICE AWARD AND SETTLEMENT ADMINISTRATOR PAYMENT** on the interested parties to this action who are listed on the attached Service List by electronically serving those persons at the electronic addresses noted therein.

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

FEDERAL: I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct of my own personal knowledge, and that I am employed in the office of a member of the Bar of this Court at whose discretion this service was made.

Executed on July 23, 2021, at Burbank, California.

_____/s/ Nathan Childress

Nathan Childress

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST

Raymond A. Cardozo, Esq.
Reed Smith, LLP
355 South Grand Avenue
Suite 2900
Los Angeles, CA 90071-3048
RCardozo@reedsmith.com

Kerri N. Polizzi
Attorney at Law
Kring & Chung, LLP
38 Corporate Park
Irvine, CA 92606
kpolizzi@kringandchung.com