

VENTURA SUPERIOR COURT
FILED

04/05/2023

Brenda L. McCormick
Executive Officer and Clerk

Brenda L. McCormick
Cristal Alvarez

OM
RECEIVED
VENTURA SUPERIOR COURT
MAR 01 2023

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
4 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiff and the Class*

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF VENTURA**

9 MANUEL SALCEDO, individually, and on
10 behalf of other members of the general public
similarly situated and on behalf of other
11 aggrieved employees pursuant to the California
Private Attorneys General Act;

12 Plaintiff,

13 vs.

14 MAJCO, INC., a California corporation;
15 MAJCO, LLC, a California limited liability
company; BIG BRAND TIRES & SERVICES,
16 an unknown business entity; and DOES 1
through 100, inclusive,

17 Defendants.

Case No.: 56-2021-00551487-CU-OE-VTA

Honorable Benjamin F. Coats
Department 43

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: March 23, 2023
Time: 8:30 a.m.
Department: 43

Complaint Filed: March 3, 2021
FAC Filed: November 7, 2022
Trial Date: None Set

18
19
20
21
22
23
24
25
26
27
28
[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 This matter has come before the Honorable Benjamin F. Coats in Department 43 of the
2 above-entitled Court, located at 800 South Victoria Avenue, Ventura, California 93003, on
3 Plaintiff Manuel Salcedo's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees and Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers
5 for Justice, PC appeared on behalf of Plaintiff, and LightGabler appeared on behalf of Defendant
6 Majco, LLC (d/b/a Big Brand Tires & Services formerly known as Majco, Inc.) ("Defendant").

7 On December 5, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
12 of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt employees of Defendant in
26 California at any time during the period from March 3, 2017 through and
27 including March 8, 2022; provided however that it is specifically acknowledged
28 and agreed that no person who became a direct or indirect employee of MAJCO
LLC as a result of the ATV Acquisition shall be (i) considered an employee of
Defendant for purposes of this Agreement or (ii) included in this settlement or

1 considered to be part of the Class. ("Class" or "Class Members").

2 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
3 Class Members, fully and accurately informed the Class Members of all material elements of the
4 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
5 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
6 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
7 California, the United States Constitution, due process and other applicable law. The Class Notice
8 fairly and adequately described the Settlement and provided the Class Members with adequate
9 instructions and a variety of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers for Justice, PC ("Class Counsel"); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court
21 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
22 the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
27 valid and timely Request for Exclusion ("Settlement Class Members") are bound by this Final
28 Approval Order and Judgment.

1 7. The Court finds that Class Member, Xavier Estrada, has timely and validly opted
2 out of the Settlement and will not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that the allocation of \$200,000.00 toward penalties under the
4 California Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and
5 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
6 Penalties as follows: the amount of \$150,000.00 to the California Labor and Workforce
7 Development Agency, and the amount of \$50,000.00 to be included in the Net Settlement Amount
8 for distribution to Settlement Class Members, according to the terms and methodology set forth in
9 the Settlement Agreement.

10 9. The Court finds that payment of Settlement Administration Costs in the amount of
11 \$12,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
12 notice and settlement administration process. It is hereby ordered that the Settlement
13 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
14 amount of \$12,000.00, in accordance with the terms and methodology set forth in Settlement
15 Agreement.

16 10. The Court finds that the Enhancement Payment sought is fair and reasonable for
17 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
18 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Manuel Salcedo for his
19 Enhancement Payment, according to the terms and methodology set forth in the Settlement
20 Agreement.

21 11. The Court finds that the request for attorneys' fees in the amount of \$420,000.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$420,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
26 methodology set forth in the Settlement Agreement.

27 ///

28 ///

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$17,632.68 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$17,632.68 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 13. The Court hereby enters Judgment by which Settlement Class Members shall be
7 conclusively determined to have given a release of any and all Released Claims against the
8 Released Parties, as set forth in the Settlement Agreement and Class Notice.

9 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
10 and Employer Taxes into an account established by the Settlement Administrator within fourteen
11 (14) calendar days after the Effective Date, in accordance with the terms and methodology set forth
12 in the Settlement Agreement.

13 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
14 Settlement Payments to the Settlement Class Members within seven (7) calendar days of the full
15 funding and the Effective Date, according to the methodology and terms set forth in the Settlement
16 Agreement.

17 16. Each check issued to a Settlement Class Member for their Individual Settlement
18 Payment shall be valid for a period of one hundred and eighty (180) calendar days from the date
19 the checks are issued, and thereafter, shall be cancelled. The funds associated with checks issued
20 to Settlement Class Members that have not been cashed or deposited within the 180-day period
21 shall be transmitted to the Salvation Army.

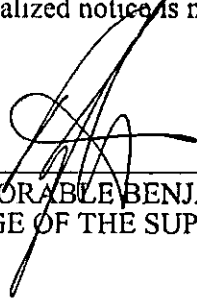
22 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
23 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
24 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
25 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
26 any dispute arising from or in connection with the distribution of settlement benefits.

27 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
28 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement

1 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
2 this Final Approval Order and Judgment. Individualized notice is not required.

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

Dated: 03/23/2023



HONORABLE BENJAMIN F. COATS
JUDGE OF THE SUPERIOR COURT