

MATTHEW R. SCHOECH (SBN 234774)

SCHOECH LAW GROUP, PC

3511 Del Paso Rd., Ste. 160 PMB 227

Sacramento, CA 95835

Tel: (916) 569-1940 Fax: (916) 569-1939

Email: matt@norcallawfirm.com

FILED
Superior Court of California
County of Sacramento

11/15/2023

T. Shaddix, Deputy

GLEN A. VAN DYKE, (SBN 183796)

MEGAN DEHERRERA (SBN 306646)

VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC

940 Southwood Blvd., Ste. 102

Incline Village, NV 89451

Tel: (530) 214-3667

Email: glen@vdlitigation.com

megan@vdlitigation.com

Attorneys for Plaintiffs, Chris Diller & Edward Sandoval

FARZAD RASTEGAR, State Bar No. 155555

farzad@rastegarlawgroup.com

THOMAS S. CAMPBELL, State Bar No. 199014

tom@rastegarlawgroup.com

RASTEGAR LAW GROUP, APC

22760 Hawthorne Boulevard, Suite 200

Torrance, California 90505

Tel.: (310) 961-9600

Fax: (310) 961-9094

Attorneys for Plaintiff, Israel Cruz Chan

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

CHRIS N. DILLER, EDWARD SANDOVAL,) CASE NO. 34-2020-00281372

and ISRAEL CRUZ CHAN, on behalf of)

themselves and all others similarly situated;)

) **CLASS ACTION**

Plaintiffs,

) ~~PROPOSED~~ ORDER ON

vs.

) **PLAINTIFFS' MOTION FOR FINAL**

) **APPROVAL OF CLASS ACTION**

GOLDEN STATE SUPPLY LLC, a Nevada

) **SETTLEMENT**

Limited Liability Company; WORLDWIDE

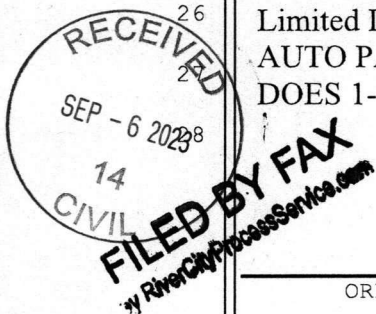
AUTO PARTS, INC., a Corporation; and

) Date: September 29, 2023

DOES 1-100, Inclusive,

) Time: 9:00 a.m.

) Dept.: 27



Defendants.) Judge: Hon. Jill Talley
)
) Complaint filed: July 1, 2020
) Trial Date: None
)
) **UNLIMITED CIVIL CASE**
)
_____)

This matter has come before the Honorable Jill Talley in Department 27 of the above-entitled Court, located at 720 9th Street, Sacramento, California 95814, on Plaintiffs, CHRIS N. DILLER, EDWARD SANDOVAL, and ISRAEL CRUZ CHAN, on behalf of themselves and all others similarly situated (collectively "Plaintiffs"), Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). _____, appeared on behalf of Plaintiffs and _____ appeared on behalf of Defendant GOLDEN STATE SUPPLY LLC, and WORLDWIDE AUTO PARTS, INC. (collectively "Defendant").

On October 31, 2022, the Court entered an Order Approving Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled action ("Action") in accordance with Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action. Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing,
THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the Action. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule

1 of Court 3.769, et seq. have been satisfied with respect to the Class and the Settlement. The Court
2 hereby makes final its earlier provisional certification of the Class for settlement purposes, as set
3 forth in the Preliminary Approval Order. The Class is hereby defined to include:

- 4 a. All persons employed by Golden State Supply, LLC or Worldwide Auto Parts,
5 Inc., who work in any non-exempt hourly paid position at any Carquest branded
6 retail and/or Distribution Centers in California, at any time between July 1,
7 2016, to December 31, 2021
8

9 2. The Class Notice that was provided to the Class Members, fully and accurately
10 informed the Class Members of all material elements of the Settlement and of their opportunity to
11 participate in, object to or comment thereon, or to seek exclusion from, the Settlement; was the
12 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
13 Members; and complied fully with the laws of the State of California, the United States
14 Constitution, due process and other applicable law. Further, the Class Notice fairly and adequately
15 described the Settlement and provided the Class Members with adequate instructions and a variety
16 of means to obtain additional information.
17
18

19 3. Pursuant to California law, the Court hereby grants final approval of the Settlement
20 and finds it reasonable and adequate, and in the best interests of the Class as a whole. More
21 specifically, the Court finds that the Settlement was reached following meaningful discovery and
22 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
23 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
24 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
25 evidence presented, including evidence regarding the strength of the Plaintiffs' case; the risk,
26 expense, and complexity of the claims presented; the likely duration of further litigation; the
27
28

1 amount offered in the Settlement; the extent of investigation and discovery completed; financial
2 circumstances of Defendant; and the experience and views of Class Counsel.

3 4. The Settlement Agreement is not an admission by Defendant, nor is this Order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
5 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
6 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
7 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.
8

9 5. The Court has considered that there were no requests to opt-out of settlement
10 submitted by Class Members to the Settlement Administrator. There were no objection forms
11 submitted. The Court hereby directs that the Settlement be affected in accordance with the
12 Settlement Agreement and the following terms and conditions.
13

14 6. A full opportunity has been afforded to the Class Members to participate in the
15 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
16 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
17 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
18 timely and valid opt out request to the Settlement Administrator are bound by this Final Approval
19 Order and Judgment.
20

21 7. The plan of allocation and distribution of the Gross Settlement Amount is fair,
22 adequate, and reasonable, and hereby approved. It is hereby ordered that Defendant shall pay the
23 Gross Settlement Amount of \$1,700,000, in accordance with the methodology and terms set forth
24 in the Settlement Agreement.
25

26 8. It is hereby ordered that the Phoenix Class Action Administration Solutions
27 ("Phoenix"), shall issue payment to itself in the amount of \$17,750 for the services performed and
28

1 costs incurred for the notice and settlement administration process, in accordance with the
2 Settlement Agreement.

3 9. It is hereby ordered that the Settlement Administrator shall distribute settlement
4 payments to all Participating Class Members, according to the methodology and terms set forth in
5 the Settlement Agreement. It is further ordered, pursuant to the Settlement Agreement, that all
6 settlement checks issued to Settlement Class Members that are not deposited, endorsed, or
7 negotiated within one hundred eighty (180) days following the date of mailing by the Settlement
8 Administrator shall become void and the Claims Administrator shall issue a stop payment order.
9 The value of the uncashed individual settlement amounts shall be forwarded to the Legal Aid
10 Society of San Francisco – Employment Law Center.
11

12 10. The Court finds that the Class Representative Enhancement Payments sought are
13 fair and reasonable for the work performed by Plaintiffs on behalf of the Class. It is hereby ordered
14 that the Settlement Administrator issue payment to Plaintiffs Chris Diller, Edward Sandoval, and
15 Israel Chan Cruz, \$5,000 each for a total of \$15,000.
16

17 11. The Court finds that the request for an award of attorneys' fees in the amount of
18 \$566,666.67 falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
20 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
21 \$566,666.67, to Schoech Law Group, PC, Van Dyke Litigation & Trial Attorneys, PC, and
22 Rastegar Law Group, APC, for attorneys' fees, according to the methodology and terms set forth
23 in the Settlement Agreement which split the fees as follows: Schoech Law Group, PC (36.25%) -
24 \$205,416.67; Van Dyke Litigation & Trial Attorneys, PC - (36.25%) - \$205,416.67; and Rastegar
25 Law Group, APC - (27.5%) - \$155,833.33.
26
27
28

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$16,195.76 incurred by Class Counsel is reasonable, and hereby approved. It is hereby ordered
3 that the Settlement Administrator issue payment in the amount of \$16,195.76 for reimbursement
4 of litigation costs and expenses as follows: payment of \$8,351.26 to Schoech Law Group, PC, and
5 payment of \$7,844.50 to Rastegar Law Group, APC.

6
7 13. The Court Approves the PAGA payment amount of \$80,000 to be paid as civil
8 penalties for the resolution of all claims under the Private Attorneys General Act, Labor Code
9 section 2698, et seq., to be allocated 75% to the Labor Workforce Development Agency and 25%
10 to the Settlement Class Members as part of the net settlement amount.

11
12 14. The Court finds that the Action is fully and finally resolved by the Settlement
13 Agreement without a finding of liability by any part and that nothing herein is or should be
14 construed as an admission of liability by Defendant.

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

18
19 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
20 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
21 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
22 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
23 the distribution of settlement benefits.

24
25 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
26 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix's website
27 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order
28

1 and Judgment. No individualized notice shall be required.

2 18. A report concerning the funds distributed by the Settlement Administrator shall be
3 filed by 8/30/24, 2023. A Settlement Compliance hearing is set for 9/13/24
4 at 10:30 a.m.

5 IT IS SO ORDERED.

6
7 DATED: 11/15/2023

Jill Talley
8 Honorable Jill Talley
9 Superior Court Judge

