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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SACRAMENTO

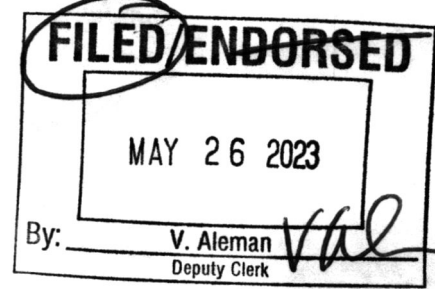
12 MICHAEL VEGA, individually, and on behalf
13 of other members of the general public similarly
situated,

14 Plaintiff,

15 vs.

16 RIEBE'S AUTO PARTS, LLC, a Georgia
limited liability company; RIEBE'S
17 AUTOMOTIVE SUPPLY, INC., a California
corporation; BI WAREHOUSING, INC., a
18 California corporation; and DOES 1 through 10,
inclusive,

19 Defendants.
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Case No.: 34-2021-00293414-CU-OE-GDS

Assigned to the Hon. Lauri A. Damrell

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: May 26, 2023

Time: 9:00 a.m.

Place: Department 28

Complaint Filed: January 29, 2021

BY FAX



1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative
4 Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to
5 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action Settlement and Release and addenda (collectively, "Settlement
13 Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Notice Packet fully and accurately informed Class Members of all material
17 elements of the proposed settlement and of their opportunity to opt out or object; was the best notice
18 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and
19 complied fully with the laws of the State of California and due process. The Notice Packet fairly and
20 adequately described the settlement and provided Class Members with adequate instructions and a
21 variety of means to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' cases; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the cases. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. With the exception of Joe St. John, who opted out of the Settlement Class, final approval
26 shall be with respect to: All persons who worked for Defendants as non-exempt, hourly paid employees
27 in the State of California at any Riebe's Auto Parts location at any time from January 29, 2017 through
28 August 10, 2022 ("Participating Class Members").

1 11. Plaintiffs Michael Vega and Ruben Ruiz are adequate and suitable representatives and
2 are hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs'
3 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
4 the Settlement Class, and that their interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 \$10,000, each, for their services on behalf of the Settlement Class, and for agreeing to general releases of
7 all claims arising out of their employment with Defendants.

8 13. The Court finds that the attorneys at Capstone Law APC and Lawyers *for* Justice, PC
9 have the requisite qualifications, experience, and skill to protect and advance the interests of the
10 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
11 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Lawyers *for*
12 Justice, PC as counsel for the Settlement Class.

13 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
15 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
16 Members.

17 15. The Court hereby awards \$833,333 in attorneys' fees and \$20,000 in costs and expenses
18 to Capstone Law APC and Lawyers for Justice, PC. The Court finds that the requested award of
19 attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the
20 common fund created by the settlement. The award of attorneys' fees and costs will be divided as
21 follows: (i) \$666,667 in attorneys' fees and \$17,940.95 in litigation costs to Capstone Law APC; and (ii)
22 \$166,666 in attorneys' fees and \$2,059.05 in litigation costs to Lawyers for Justice, PC.

23 16. The Court approves settlement administration costs and expenses in the amount of
24 \$12,500 to CPT Group, Inc.

25 17. All Class Members were given a full and fair opportunity to participate in the Approval
26 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
27 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
28 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order

1 shall be forever binding on all Participating Class Members. These Participating Class Members have
2 released and forever discharged the Released Parties for any and all Released Class Claims:

3 All claims, rights, demands, liabilities, and causes of action, reasonably arising
4 from, or reasonably related to, the same set of operative facts as those set forth in
5 the operative Second Amended Complaint during the Class Period, including: (i)
6 all claims for unpaid overtime; (ii) all claims for meal and rest break violations;
7 (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely
8 pay wages upon termination based on the preceding claims; (v) all claims for the
9 failure to timely pay wages during employment based on the preceding claims;
10 (vi) all claims for the failure to reimburse for necessary business expenses; (vii) all
11 claims for wage statement violations based on the preceding claims; and (viii) all
12 claims asserted through California Business & Professions Code §§ 17200, *et seq.*

13 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
14 the Released Parties for any and all Released PAGA Claims: All claims for civil penalties under
15 California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based
16 on the facts alleged in Plaintiff Michael Vega's LWDA letters (see LWDA-CM-823241-21) and/or the
17 Second Amended Complaint during the PAGA Period.

18 19. Judgment in this matter is entered in accordance with the above findings.

19 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
20 continuing jurisdiction over the above-captioned action and the parties, including all Participating
21 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.


22 21. This document shall constitute a judgment (and separate document constituting said
23 judgment) for purposes of California Rules of Court, Rule 3.769(h).

24 22. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
25 completion of settlement administration activities no later than April 26, 2024, as well as an amended
26 judgment re cy pres distribution. Plaintiffs shall give notice of this Order and Judgment to Class
27 Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this
28 Order and Judgment on the Settlement Administrator's website.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 5/26/23




Hon. Lauri A. Damrell
Sacramento County Superior Court Judge

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On May 4, 2023, I served the document(s) described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS** on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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Attorneys for Plaintiff
Ruben Ruiz

- () **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- () **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the documents(s)
- () **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto

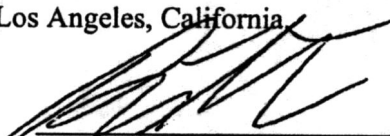
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fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 4, 2023**, at Los Angeles, California.

Riley McIntire
Type or Print Name


Signature