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FILED
Superior Court of California
County of Los Angeles
01/17/2024

David W. Slayton, Executive Officer / Clerk of Court
By: L. MGreené Deputy

Attorneys for Plaintiffs, the Class, the LWDA, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

10 CANDICE THOMPSON and ELIZABETH
11 MUNIZ, on behalf of themselves and on
12 behalf of all others similarly situated,

13 PLAINTIFFS,

14 v.

15 SUNOIL RETAIL GROUP, INC. DBA V-
16 RED, INC., a California Corporation; and
17 DOES 1 to 10, inclusive,

18 DEFENDANTS.

Case No. 22STCV22173

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 17, 2024
Time: 10:30 a.m.
Dept.: 12
Judge: Honorable Carolyn B. Kuhl

1 On January 17, 2024, the Court held a hearing on Plaintiffs Candice Thompson and Elizabeth
2 Muniz’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement between Plaintiffs and
3 Defendant Sunoil Retail Group, Inc. DBA V-Red, Inc. (“Defendant”) (collectively, the “Parties”), and
4 Plaintiff’s Motion for Attorneys’ Fees and Costs.

5 Due and adequate notice having been given to Class Members, and the Court having considered
6 the Amended Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or
7 “Settlement”), all of the legal authorities and documents submitted in support thereof, all papers filed and
8 proceedings had herein, all oral and written comments received regarding the proposed settlement, and
9 having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final approval
10 of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND
11 DETERMINATIONS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
13 “Order”) shall have the same meanings given as those terms are used and/or defined in the Parties’
14 Settlement Agreement.¹

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement Agreement and as follows:

19 *“all non-exempt hourly-paid individuals who are or were employed by Defendant in the State of*
20 *California from July 8, 2018 through April 1, 2023 (the Class Period).”*

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court
22 3.765(a) and for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 153 Class Members exists and a well-defined
24 community of interests exists in the questions of law and fact involved because in the context of the
25 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
26 Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and

27 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit A to the Supplemental Declaration of Craig J.
28 Ackermann in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
4 Administrator, completed the distribution of the Class Notice to the Class in a manner that comports with
5 California Rule of Court 3.766 and due process and constitutes the best notice practicable under the
6 circumstances. The Class Notice informed 153 individuals on the class list of the Settlement terms, their
7 rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their
8 rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing,
9 and their rights to be heard regarding approval of the Settlement. Adequate periods of time to respond and
10 to act were provided by each of these procedures.

11 7. Not a single Class Member filed or submitted a written objection to the Settlement as part
12 of the notice process.

13 8. Other than Efren Navarro who submitted a late opt-out, not a single Class Member opted
14 out of the Settlement as part of the notice process. Based on the evidence and arguments presented, the
15 Court does ~~not~~ accept the opt-out of Efren Navarro.

16 9. The Court hereby approves the terms set forth in the Settlement Agreement, and finds that
17 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
18 all applicable requirements of the California Code of Civil Procedure, the California and United States
19 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
20 law, and in the best interests of each of the Parties and Class Members. The Court directs the Parties to
21 effectuate the Settlement Agreement according to its terms and declares this Settlement Agreement to be
22 binding on all Participating Class Members. The Court finds that the Settlement Agreement has been
23 reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that
24 the Parties have conducted extensive investigation and research, and their attorneys were able to
25 reasonably evaluate their respective positions. The Court further finds that the allocation of PAGA
26 penalties is fair and reasonable under the circumstances.

27 10. The Court also finds the amount allocated to PAGA Penalties is fair and reasonable, and
28 that Plaintiffs provided notice of the proposed Settlement to the Labor and Workforce Development

1 Agency (LWDA) and will fully and adequately comply with the notice requirements of California Labor
2 Code section 2699(1). The Court hereby approves the PAGA Penalties amount.

3 11. The Court also finds that Settlement now will avoid additional and potentially substantial
4 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
5 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
6 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class
7 Members.

8 12. The Court confirms Candice Thompson and Elizabeth Muniz as Class Representatives and
9 finds them to be adequate.

10 13. The Court confirms Craig J. Ackermann, Avi Kreitenberg, Erika Smolyar, and Milton Gao
11 of Ackermann & Tilajef, P.C. as Class Counsel, and finds each of them to be adequate, experienced, and
12 well-versed in similar class action litigation.

13 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
14 **\$180,000.00** and the individual settlement payments, are fair, adequate, and reasonable to the Class and
15 to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
16 Agreement, subject to this Order. The Court approves the following allocations, which fall within the
17 ranges stipulated by and through the Settlement Agreement:

- 18 a. The **\$8,000.00** designated for payment to CPT Group, Inc., the Settlement Administrator,
19 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,
20 the payment to the Settlement Administrator in accordance with the Settlement Agreement.
- 21 b. The **\$60,000.00** requested by Plaintiffs and Class Counsel for the Class Counsel's
22 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
23 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
24 made in accordance with the Settlement Agreement.
- 25 c. The Court awards **\$11,471.82** in litigation costs, an amount which the Court finds to be
26 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
27 the Class Counsel Litigation Expenses Payment in this amount to be made, in accordance
28

1 with the Settlement Agreement.²

2 d. The **\$15,000.00 (\$7,500.00 each)** requested by Plaintiffs for their Class Representative
3 Service Payments is fair and reasonable. The Court grants final approval of, and orders the
4 Class Representative Service Payments to be made, in accordance with the Agreement.

5 e. The Court grants final approval of the **\$10,000.00** PAGA Penalties, 75% of which (i.e.,
6 **\$7,500**) shall be paid to the LWDA and orders the payment to be made in accordance with
7 the Settlement Agreement. The remaining 25% of the PAGA Penalties shall be distributed
8 to the Aggrieved Employees in accordance with the Settlement Agreement.

9 15. The Court orders the Parties to comply with and carry out all terms and provisions of the
10 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
11 case the provisions of this Order shall take precedence and supersede the Settlement.

12 16. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of
13 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
14 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
15 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
16 concession, or liability whatsoever by or against Defendant.

17 17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
18 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
19 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
20 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiffs have asked
21 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the
22 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the
23 subsequent Judgment is a finding that certification of the Class is proper for any purpose or proceeding
24 other than for settlement purposes.

25 18. All participating Class Members shall be bound by the Settlement and this Order, and shall
26

27 ² Class Counsel is only seeking litigation cost reimbursement in the amount \$11,471.82, which is less than the \$15,000
28 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the
Class. Thus, the remaining \$3,528.28 will be added to the Net Settlement Among to be distributed pro rata to the participating
Class Members.

1 release, on behalf of themselves and their respective former and present representatives, agents, attorneys,
2 heirs, administrators, successors, and assigns, Defendant and all other Released Parties³ from any and all
3 Released Class Claims⁴ and Released PAGA Claims⁵ as set forth in the Settlement Agreement, and are
4 permanently barred and enjoined from prosecuting against Defendant and the other Released Parties any
5 and all of Class Members' Released Class Claims and Released PAGA Claims as defined in the Settlement
6 Agreement.

7 19. Plaintiffs are bound by Plaintiffs' General Release against Defendant and the other
8 Released Parties and waiver of Civil Code section 1542, as set forth in the Settlement Agreement, and is
9 permanently barred from prosecuting against Defendant and the other Released Parties any and all of the
10 claims in Plaintiffs' General Release as defined in the Settlement Agreement.

11 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
12 provided in the Settlement Agreement.

13 21. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
14 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will
15 be sent to the California Controller's Unclaimed Property Fund.

16 22. The Settlement Administrator, within five (5) days of the date of this Order, shall give
17 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a
18 copy of this order and judgment on its website for 60 days.

19 23. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
20

21 ³ "Released Parties" means and refers to: Defendant and all of its subsidiaries, affiliates, shareholders, members, agents,
predecessors, officers, directors, successors, and assigns (S.A., ¶ 1.41).

22 ⁴ "Released Class Claims" means and refers to those claims alleged in Plaintiffs' PAGA Notice and operative Complaint,
including claims for Defendant's alleged failure to (1) pay overtime wages (Labor Code §§ 510, 1194, 1198); (2) provide
23 compliant meal periods (Labor Code §§ 226.7, 512 and section 11 of the applicable IWC Wage Order); (3) pay all minimum
wages (Labor Code §§ 1194, 1197, 1197.1, 1198, 1199); (4) provide compliant rest periods (Labor Code § 226.7 and section
24 12 of the applicable IWC Wage Order); (5) issue accurate and complete itemized wage statements (Labor Code §§ 226(a) and
(e)); (6) pay timely wages (Labor Code §§ 204, 210); (7) pay final wages (Labor Code §§ 201-203); (8) civil penalty claims
25 based on the foregoing under California's Private Attorney General Act ("PAGA"), Labor Code section 2699, *et seq.*; and (9)
unfair competition claims based on the foregoing (Bus. & Prof. Code section 17200, *et seq.*). (S.A., ¶¶ 1.39, 6.2).

26 ⁵ "Released PAGA Claims" means and refers to all claims for PAGA penalties that were alleged, or reasonably could have
been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice including, failure to
27 (1) pay overtime wages (Labor Code §§ 510, 1194, 1198); (2) provide compliant meal periods (Labor Code §§ 226.7, 512 and
section 11 of the applicable IWC Wage Order); (3) pay all minimum wages (Labor Code §§ 1194, 1197, 1197.1, 1198, 1199);
28 (4) provide compliant rest periods (Labor Code § 226.7 and section 12 of the applicable IWC Wage Order); (5) issue accurate
and complete itemized wage statements (Labor Code §§ 226(a) and (e)); (6) pay timely wages (Labor Code §§ 204, 210); and
(7) pay final wages (Labor Code §§ 201-203). (S.A., ¶¶ 1.40, 6.3).

1 purposes of implementing the terms of the settlement, such as enforcing the Settlement Agreement,
2 addressing settlement administration matters, and addressing such post-Judgment matters as may be
3 appropriate under court rules or applicable law.

4 24. Plaintiffs or the Settlement Administrator shall file with the Court a report regarding the
5 status of distribution within sixty (60) days after all funds have been distributed. ~~CA [] Eaj] ^ a a) & ^ / a e ^~~
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7 **IT IS SO ORDERED.**



William F. Highberger

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9 DATED: 01/17/2024

William F. Highberger / Judge

10 ~~HON. CAROLYN B. KUHL~~
11 JUDGE OF THE SUPERIOR COURT