

ORIGINAL

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9 Attorneys for Plaintiffs LISET VIAMONTES  
10 and ALDO ALPIZAR

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF LOS ANGELES

13 LISET VIAMONTES, individually, and  
14 ALDO ALPIZAR, individually, and on behalf  
15 of all others similarly situated,

16 Plaintiffs,

17 vs.

18 ADRIANA'S INSURANCE SERVICES,  
19 INC., a California corporation d/b/a  
20 ADRIANA'S INSURANCE; JUST AUTO  
21 INSURANCE SERVICES, INC., a California  
22 corporation d/b/a JUST AUTO INSURANCE;  
23 VERONICA'S AUTO INSURANCE  
24 SERVICES, INC., a California corporation  
25 d/b/a VERONICA'S AUTO INSURANCE;  
26 LEON FREGOSO, an individual; ADRIANA  
27 GALLARDO FREGOSO, an individual; and  
28 VERONICA GALLARDO, an individual; and  
DOES 1 through 100, inclusive,

Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles

JUL 14 2021

Sherri R. Carter, Executive Officer/Clerk  
By Isabel Arellanes, Deputy  
Isabel Arellanes

RECEIVED  
LOS ANGELES SUPERIOR COURT  
JUL 02 2021  
S. DREW

CASE NO. BC502472

**CLASS ACTION**

[Assigned for all purposes to the Hon.  
Kenneth R. Freeman, Dept. SSC-14]

**FINAL  
ORDER AND JUDGMENT**

Complaint Filed: March 7, 2013  
Trial Date: None set

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BY FAX

1 Plaintiff Aldo Alpizar’s (“Alpizar”) Motion for Final Approval of Class Action Settlement  
2 and plaintiff Liset Viamontes’s (“Viamontes”) (collectively with Alpizar, “Plaintiffs”) Amended  
3 Motion for Approval of PAGA Settlement came on for hearing on June 29, 2021, before the  
4 Honorable Kenneth R. Freeman. Due and adequate notice having been given to the Class  
5 Members and Aggrieved Employees, as defined below, and the Court having considered  
6 Alpizar’s Motion for Final Approval of Class Action Settlement and all papers filed in support  
7 thereof, including the Stipulation of Class Action Settlement (“Stipulation”), and the Exhibits  
8 thereto, and any objections to the proposed Settlement, and Viamontes’s Amended Motion for  
9 Approval of PAGA Settlement and all documents in support thereof, including the Amended  
10 Settlement Agreement and Release of PAGA Claims (“PAGA Settlement Agreement”), and  
11 having reviewed the record in the Action, and good cause appearing,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

13 **Alpizar’s Motion for Final Approval of Class Action Settlement**

14 1. The Court, for purposes of this Final Order and Judgment (“Judgment”), adopts all  
15 defined terms as set forth in the Stipulation.

16 2. The Court has jurisdiction over all claims asserted in the Action, Alpizar, the  
17 Participating Class Members, and defendants Adriana’s Insurance Services, Inc., Just Auto  
18 Insurance Services, Inc., Adriana Gallardo Fregoso and Leon Fregoso (collectively, “Adriana  
19 Defendants”).

20 3. The Court finds that the Stipulation was made and entered into in good faith and  
21 hereby approves the Settlement as fair, adequate, and reasonable to all Participating Class  
22 Members.

23 4. Solely for purposes of effectuating the Settlement, this Court certifies a class  
24 defined as follows: all persons directly employed by Adriana Defendants as non-exempt  
25 employees in the State of California at any time from March 7, 2009 through March 11, 2019.

26 5. The notice provided to the Class Members conforms with the requirements of  
27 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
28 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other

1 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
2 individual notice to all Class Members who could be identified through reasonable effort, and by  
3 providing due and adequate notice of the proceedings and of the matters set forth therein. The  
4 notice fully satisfies the requirements of due process.

5 6. The Court finds that the following Class Members have submitted valid and timely  
6 requests for exclusion from the Stipulation: Leticia Mancera, Oscar Bernal, Xanadau  
7 Almendarez, and Claudia Black.

8 7. Upon the Effective Date, all Participating Class Members shall be deemed to have  
9 released the Released Parties of any and all claims, demands, rights, liabilities, and/or causes of  
10 action, known and unknown, which were pleaded in the Action or could have been pleaded based  
11 upon the factual allegations set forth in the Complaint filed in this Action and arising during the  
12 Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and  
13 permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5)  
14 failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required  
15 records; (7) failure to furnish accurate itemized wage statements; (8) unfair and unlawful business  
16 practices; and (9) penalties under the Labor Code Private Attorneys General Act.

17 8. The Court finds that the Maximum Settlement Amount, the Net Settlement  
18 Amount, and the methodology used to calculate and pay each Participating Class Member's  
19 Individual Settlement Payment are fair and reasonable, and authorizes the Settlement  
20 Administrator to pay the Individual Settlement Payments to the Participating Class Members in  
21 accordance with the terms of the Stipulation.

22 9. The Court finds that Class Counsel's request for attorneys' fees in the amount of  
23 \$283,333.33, which is thirty-three and one-third percent (33 1/3%) of the Maximum Settlement  
24 Amount, is reasonable under the common fund method. Additionally, the Court finds that the  
25 number of hours Class Counsel spent prosecuting this Action is reasonable and Class Counsel's  
26 hourly rates are reasonable and in line with rates prevailing in the community. The Court awards  
27 Class Counsel \$283,333.33 in attorneys' fees to be paid from the Maximum Settlement Amount  
28 pursuant to the Stipulation.

1           10.     The Court finds that Class Counsel has incurred costs and expenses in the amount  
2 of \$32,724.29. Such costs and expenses were reasonably incurred in prosecuting the Action on  
3 behalf of the Class. The Court awards Class Counsel \$32,724.29 in costs and expenses to be paid  
4 from the Maximum Settlement Amount.

5           11.     The Court hereby approves the Class Representative Service Award in the amount  
6 of \$7,500.00 to Alpizar for his time and effort in bringing and presenting the Action, to be paid  
7 from the Maximum Settlement Amount.

8           12.     Fifty Thousand Dollars (\$50,000.00) shall be allocated to penalties under the  
9 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*,  
10 of which \$37,500.00 shall be paid by the Settlement Administrator from the Maximum Settlement  
11 Amount directly to the California Labor and Workforce Development Agency. The remaining  
12 \$12,500.00 shall be part of the Net Settlement Amount and shall be distributed to Participating  
13 Class Members as part of their Individual Settlement Payments.

14           13.     The Court hereby approves Settlement Administration Costs in the amount of  
15 \$15,000.00 for administration of the Stipulation to be paid to the Settlement Administrator from  
16 the Maximum Settlement Amount.

17           14.     Pursuant to California Rules of Court Rule 3.771(b), notice of this Judgment shall  
18 be provided to the Class Members by the Settlement Administrator by posting it on the Settlement  
19 Administrator's website.

20                   **Viamontes's Amended Motion for Approval of PAGA Settlement**

21           15.     For purposes of this Final Order, the Court adopts all defined terms as set forth in  
22 the PAGA Settlement Agreement.

23           16.     The Court has jurisdiction over all claims asserted in this Action, Viamontes, the  
24 Aggrieved Employees, and defendants Veronica Gallardo and Veronica's Auto Insurance  
25 Services, Inc. ("Veronica Defendants"). The Aggrieved Employees include all persons directly  
26 employed by Veronica Defendants as non-exempt employees at locations operated by Veronica's  
27 Auto Insurance in California during the period from December 21, 2011 through the date of an  
28 entry of an order by the Court in this Action approving the PAGA Settlement Agreement.

1 17. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),  
2 Labor Code section 2699, *et seq.*, the Court approves the PAGA Settlement Agreement and finds  
3 that it is fair and reasonable and furthers PAGA's objectives. The Court finds that notice of the  
4 Settlement Agreement has been provided to the LWDA, in compliance with Labor Code §  
5 2699(1)(2).

6 18. Upon the Effective Date, the LWDA and Aggrieved Employees, including  
7 Viamontes, shall have, by operation of this Final Order and Judgment, fully released and forever  
8 discharged the Released Parties from the following Release Claims: any claims for civil penalties  
9 under PAGA, including claims based on alleged violations of California Labor Code sections 201  
10 to 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 300, 510, 512, 558, 1174, 1174.5, 1194,  
11 1197, 1197.1, 1198, 1199, 2699, and 2802, and the California Industrial Welfare Commission  
12 Wage Order, which may have arisen during the PAGA Period.

13 19. The Court finds the Maximum Settlement Amount, the PAGA Fund, and the  
14 methodology used to calculate and pay each Aggrieved Employee's Payment are fair and  
15 reasonable and authorizes the Settlement Administrator to pay the Aggrieved Employees Payment  
16 in accordance with the terms of the PAGA Settlement Agreement.

17 20. The Court finds that Plaintiffs' Counsel's request for attorneys' fees in the amount  
18 of \$221,666.67, which is one-third of the Maximum Settlement Amount of the PAGA Settlement  
19 Agreement, is reasonable under the common fund method. The Court also finds that Plaintiffs'  
20 Counsel's request for attorney's fees is reasonable under the lodestar method. The Court finds  
21 that the number of hours Plaintiffs' Counsel spent prosecuting this Action is reasonable and  
22 Plaintiffs' Counsel's hourly rates are reasonable and in line with rates prevailing in the  
23 community. The Court awards Plaintiffs' Counsel \$221,666.67 in attorneys' fees to be paid from  
24 the Maximum Settlement Amount pursuant to the PAGA Settlement Agreement.

25 21. The Court finds that Plaintiffs' Counsel has incurred \$22,515.13 in additional  
26 costs and expenses attributable to this Action. Such costs and expenses were reasonably incurred  
27 in prosecuting the Action on behalf of the Aggrieved Employees. The Court awards Plaintiffs'  
28 Counsel \$22,515.13 in costs and expenses to be paid from the Maximum Settlement Amount.



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**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On July 1, 2021, I served the following document or documents:

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

**BY ELECTRONIC SERVICE (via electronic filing service provider)** – electronically transmitting the documents listed above to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic in the matter of *Liset Viamontes, et al. v. Adriana's Insurance Services, Inc., et LASC Case No. BC502472* mandating electronic service. The transmission(s) was reported as complete and without error to the addresses as stated on the attached service list.

<b>Goodwin Procter LLP</b> Koray Bulut, Esq. (kbulut@goodwinprocter.com) Seth Burns, Esq. (sburns@goodwinlaw.com) April Sun, Esq. (asun@goodwinprocter.com) Three Embarcadero Center, 24th floor San Francisco, CA 94111 Phone: (415) 733-6000 Fax: (415) 677-9041	<i>Representing:</i> Veronica Gallardo Veronica's Auto Insurance Services, Inc
<b>Michelman &amp; Robinson, LLP</b> Nathan Carle, Esq. (ncarle@mrlip.com) Mona Hanna, Esq. (mhanna@mrlip.com) Vincent Loh, Esq. (vloh@mrlip.com) 17901 Von Karman Avenue, 10th Floor Irvine, CA 92614 Phone: (714) 557-7990 Fax: (714) 557-7991	<i>Representing:</i> Adriana Gallardo Fregoso, Adriana's Insurance Services, Inc, Just Auto Insurance Services, Inc., Leon Fregoso

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

Executed on July 1, 2021, at Manhattan Beach, California.

  
\_\_\_\_\_  
Cathy Lozano

07/10/2021