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FILED
Superior Court of California
County of Los Angeles

12/17/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Guerrero Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

COURTNEY DEAN, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

ELI'S AUTO CENTER II, INC., *a California Corporation*; ELI'S COLLISION REPAIR OF WEST LOS ANGELES, INC., *a California Corporation*; ELI'S COLLISION REPAIR I, INC. *a California Corporation*; ELI'S COLLISION REPAIR OF SOUTH BAY, INC., *a California Corporation*, and DOES 1-100, inclusive.

Defendants.

Case No.: 19STCV36022

[Assigned for all purposes to the
Hon. Michelle Williams Court, Dept. 74]

CLASS ACTION

~~[PROPOSED]~~ FINAL JUDGMENT

Reservation ID: 383663713282

Date: December 17, 2021
Time: 8:30 a.m.
Dept: 74

~~[PROPOSED]~~ FINAL JUDGMENT

1 This matter came for hearing before this Court, the Honorable Michelle Williams Court,
2 on December 17, 2021 at 8:30 a.m., upon Plaintiff's unopposed motion for final approval of the
3 settlement set forth in the Joint Stipulation of Settlement and Release to Settle Class Action (the
4 "Stipulation" or "Settlement Agreement"). The Court having granted final approval to the
5 Stipulation, it is hereby ORDERED THAT FINAL JUDGMENT BE ENTERED as follows:

6 1. The Settlement Agreement shall be enforced according to its terms.

7 2. The Court certifies the class for purposes of settlement, defined as follows: all
8 current and former non-exempt employees of Defendants who worked in the State of California at
9 any time during the class period, extending from October 9, 2015 to July 23, 2021.

10 3. The Court finds that zero (0) of the 163 Class Members have objected to the
11 Settlement and zero (0) Class Members have requested exclusion from the Settlement. The 163
12 Participating Class Members will be paid from a net settlement amount of \$141,983.05 and an
13 Aggrieved Employees PAGA Amount of \$2,500.

14 4. As of the date of this Final Judgment and the Effective Date, and except as to all
15 rights and claims created by this Settlement, the Named Plaintiff Courtney Dean and all
16 Participating Class Members, without the need to manually sign a release document, shall be
17 deemed to have fully released and discharged Defendants Eli's Auto Center entities, including
18 ELI'S AUTO CENTER II, INC., ELI'S COLLISION REPAIR OF WEST LOS ANGELES,
19 INC., ELI'S COLLISION REPAIR I, INC., and ELI'S COLLISION REPAIR OF SOUTH BAY,
20 INC., any parents or subsidiaries, corporations, or affiliates of Defendants, and each of their
21 owners, officers, directors, employees, attorneys, insurers, successors, predecessors, and agents
22 ("Released Parties") from any and all claims that are asserted in the Complaint or that could have
23 been asserted by Plaintiff or any Settlement Class member based on any of the factual allegations
24 contained in the Complaint (the "Released Claims"). The Released Claims shall be released as to
25 Defendant and the Released Parties from the period beginning October 9, 2015 through July 23,
26 2021. Excluded from the Released Claims are unrelated claims, including but not limited to,
27 claims that are outside the Class Period, unemployment, Workers' Compensation, disability,
28

1 discrimination, and retaliation. In addition, the Participating Class Members, comprised of each
2 member of the Class who has not submitted a valid Opt-Out Request, forever agrees that it, he or
3 she shall neither request nor accept compensation, back pay, liquidated damages, punitive
4 damages, penalties of any nature, attorneys' fees or costs, interest, or any other relief from any
5 other suit, class, representative, or collective action, administrative claim or other claim of any
6 sort or nature whatsoever against the Released Parties, for any period from October 9, 2015
7 through July 23, 2021, relating to the Released Claims on behalf of Class Members. The Class
8 Members agree not to sue or otherwise make a claim against any of the Released Parties that is in
9 any way related to the Released Claims. The Class Members may later discover facts in addition
10 to or different from those they now know or believe to be true with respect to the subject matter
11 of this Release, but the Class Members upon the Effective Date, shall be deemed to have, and by
12 operation of the Final Order shall have, fully, finally, and forever settled and released any all of
13 the claims released pursuant to this Release. It is agreed that because the Class Members are so
14 numerous, it is impossible or impractical to have each Class Member execute this Agreement.
15 The Notice of Proposed Class Action Settlement will, and has so advised, all Class Members of
16 the binding nature of the releases. Excepting only the Class Members who timely submitted a
17 valid Opt-Out Request, the Notice of Proposed Class Action Settlement shall have the same force
18 and effect as if this Settlement and Agreement were executed by each Class Member with regard
19 to the claims that he or she is releasing pursuant to the Settlement and Agreement.

20 5. The Court finds that the settlement is fair, adequate, and reasonable.

21 6. Defendant Eli's Auto Center entities, ("Defendant") shall pay \$275,000 in
22 payment for settlement of Class Members' claims, Enhancement Award for Named Plaintiff
23 Courtney Dean, Class Counsel's attorney's fees and costs, the Claims Administrator's fees and
24 expenses, PAGA Penalties and Defendants' share of employer payroll taxes.

25 7. Class Counsel is awarded \$91,666.67 in attorney fees and \$12,350.28 in costs.

26 8. Plaintiff Courtney Dean is awarded an enhancement payment of \$5,000.00.

27 9. The claims administrator, CPT Group, Inc., is awarded \$11,500.00 in costs.

10. Payment of \$7,500.00 (75% of \$10,000 PAGA penalty) to the LWDA is approved.

11. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreements pursuant to California Rule of Court 3.769(h). Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

Dated: 12/17/2021

Alison Weston

HON. MICHELLE WILLIAMS COURT
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

Case No. 19STCV36022

Dean v. Eli's Auto Center II, Inc., et al.

I, NAZO KOULLOUKIAN declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On November 29, 2021, I served the foregoing document described as:

[PROPOSED] FINAL JUDGMENT

- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.
- _____ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00PM.
- X _____ by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.
- _____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

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

Executed on this November 29, 2021, in Los Angeles, California.


NAZO KOULLOUKIAN

PROOF OF SERVICE

Case No. 19STCV36022

Dean v. Eli's Auto Center II, Inc., et al.

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View a Reservation

Reservation
Reservation ID: 383663713282
Reservation Type: Motion re: (FINAL APPROVAL OF CLASS ACTION SETTLEMENT)
Case Number: 19STCV36022
Case Title: COURTNEY DEAN vs ELI'S AUTO CENTER II, INC., A CALIFORNIA CORPORATION, et al.
Filing Party: COURTNEY DEAN (Plaintiff)
Location: Stanley Mosk Courthouse - Department 74
Date/Time: December 17th 2021, 8:30AM
Status:

RESERVED

Number of Motions:
1

Motions

Motion re: (FINAL APPROVAL OF CLASS ACTION SETTLEMENT)

 Reschedule



 Cancel



Reservation History

Status Date	Status	Action
11/29/2021 2:37PM	Updated by the COURT Date: December 17th 2021, 8:30AM Location: Stanley Mosk Courthouse - Department 74 Motions: 1	
11/29/2021 2:16PM	Reserved by User Date: January 10th 2022, 8:30AM Location: Stanley Mosk Courthouse - Department 74 Motions: 1	\$ View Receipt

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Court Reservation Receipt

Reservation			
Reservation ID: 383663713282		Status: RESERVED	
Reservation Type: Motion re: (FINAL APPROVAL OF CLASS ACTION SETTLEMENT)		Number of Motions: 1	
Case Number: 19STCV36022		Case Title: COURTNEY DEAN vs ELI'S AUTO CENTER II, INC., A CALIFORNIA CORPORATION, et al.	
Filing Party: COURTNEY DEAN (Plaintiff)		Location: Stanley Mosk Courthouse - Department 74	
Date/Time: January 10th 2022, 8:30AM		Confirmation Code: CR-YNNXCAFUUVVAWJFPEU	
Fees			
Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment


Amount:
\$61.65

Type:
Visa

Account Number:
XXXXX7160

Authorization:
141368

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