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

Reservation ID: 383663713282

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

1 This matter came for hearing before this Court, the Honorable Michelle Williams Court
2 presiding, on December 17, 2021 at 8:30 a.m., upon Plaintiff's unopposed motion for final
3 approval of the settlement set forth in the Class Action Settlement and Release of Claims (the
4 "Settlement Agreement"). The Court having granted final approval to the Settlement Agreement,
5 hereby finds and orders 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.
8 3. This Court finds that the applicable requirements of the California Code of
9 Civil Procedure § 382 have been satisfied with respect to the Settlement Class and the proposed
10 settlement. The Court hereby makes final its earlier provisional certification of the plaintiff class,
11 as set forth in the Preliminary Approval Order. The Court finds that the settlement is fair,
12 adequate, and reasonable, and falls within the range of reasonableness.

13 4. The notice given to the Class Members fully and accurately informed the
14 Class Members of all material elements of the proposed Settlement and of their opportunity to
15 object or comment thereon; was the best notice practicable under the circumstances; was valid,
16 due and sufficient notice to all Class Members; and complied fully with the laws of the State of
17 California, Federal Rules of Civil Procedure, the United States Constitution, due process and
18 other applicable law. The summary notices fairly and adequately described the Settlement and
19 provided Class Members adequate instructions and a variety of means to obtain additional
20 information. A full opportunity has been afforded to the Class Members to participate in this
21 hearing, and all Class Members and other persons wishing to be heard have been heard.
22 Accordingly, the Court determines that all Settlement Class Members (as defined in the
23 Settlement Agreement) who did not timely and properly execute a Request for Exclusion are
bound by this order and resulting Judgment.

24 5. The Court finds that zero (0) of the 163 Class Members have objected to
25 the Settlement and zero (0) Class Members have requested exclusion from the Settlement. The
26 163 Participating Class Members will be paid from a net settlement amount of \$141,983.05 and
27 an Aggrieved Employees PAGA Amount of \$2,500.
28

1 6. The Court finds that the Stipulation was the product of arm's length
2 negotiations between experienced counsel. After considering Defendants' potential exposure, the
3 likelihood of success on the class claims, the risk, expense, complexity and delay associated with
4 further litigation, the risk of maintaining class certification through trial, the experience and views
5 of Plaintiff's Counsel, and the reaction of the Class to the Settlement, as well as other relevant
6 factors, the Court finds that the settlement is fair, reasonable, and adequate, and in the best
7 interests of the Settlement Class as a whole. Accordingly, the Court hereby grants final approval
8 to the Settlement and hereby directs that the Settlement be effected in accordance with the
9 Settlement Agreement and the following terms and conditions.

10 7. Class Counsel is awarded \$91,666.67 in attorney fees and \$12,350.28 in
11 actual costs;

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

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

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

16 11. Class counsel, via CPT Group, Inc., is to provide notice to the class
17 members pursuant to California Rules of Court, rule 3.771(b) and section 3.06(j) of the
18 Settlement Agreement.

19 The Court also hereby orders Class Counsel to file a final report summarizing all
20 distributions made pursuant to the approved settlement, supported by declaration.

21 As a condition of final approval, the claims administrator should not make reports to the
22 IRS about settlement payments of class members who did not cash checks.

23 The Court reserves exclusive and continuing jurisdiction over the Litigation, the Class
24 Representative Courtney Dean, the Settlement Class and Defendant Eli's Auto Center entities,
25 including ELI'S AUTO CENTER II, INC., ELI'S COLLISION REPAIR OF WEST LOS
26 ANGELES, INC., ELI'S COLLISION REPAIR I, INC., and ELI'S COLLISION REPAIR OF
27 SOUTH BAY, INC. (collectively "Eli's" or "Defendants"), for the purposes of supervising the
28 implementation, enforcement, construction, administration and interpretation of the Stipulation
and this Order and the Final Judgment.

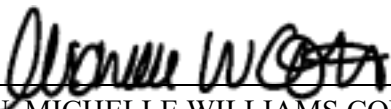
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The Court sets a non-appearance date for submission of a final report on

Tues. Dec 14, 2022 at 1:00 p.m.

IT IS SO ORDERED.

Dated: 12/17/2021



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] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

- _____ 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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Journal Technologies Court Portal

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-YNNXCAFUUVAWJFPEU	
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

[!\[\]\(e474458956c9a37fbf9586ddb60a7fa1_img.jpg\) Back to Main](#)

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