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FILED
 Superior Court of California
 County of Los Angeles
09/03/2024
 David W. Slayton, Executive Officer / Clerk of Court
 By: L. McGreené Deputy

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

VICTOR WARDELL-PAVLOVICH,
 individually, and on behalf of all others similarly
 situated,

Plaintiff,

vs.

EASTGATE PETROLEUM, LLC; and DOES 1
 through 10, inclusive,

Defendants

Case No.: 21STCV14945

[Honorable Carolyn B. Kuhl, Department 12]

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

*[Filed with Plaintiff's Notice of Motion and
 Memorandum of Points and Authorities,
 Declarations of Kane Moon, Plaintiff, and
 Cassandra Polites, and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: September 3, 2024

Time: 10:30 a.m.

Dept.: 12

Complaint Filed: April 20, 2021

Trial Date: Not set

1 **PROPOSED FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On March 25, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and PAGA Action Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Victor Wardell-Pavlovich ("Plaintiff") and Defendant
8 Eastgate Petroleum, LLC ("Defendant") (together with Plaintiff, the "Parties"), in accordance with
9 the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The
10 Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's
11 Motion for Preliminary Approval of Class Action Settlement that was filed on January 11, 2024.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
13 Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
15 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
16 reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well
17 as a [Proposed] Final Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, incorporates and adopts all
24 terms and definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 12 of this Court, the
26 Honorable Carolyn B. Kuhl presiding, on September 3, 2024.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
8 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
9 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following Class: All current or
11 former non-exempt persons employed by Defendant in California who do not opt out of the
12 Settlement during the period from April 20, 2017 through March 25, 2024. No Class Members
13 submitted a Request to opt-out of the Settlement.

14 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
15 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
16 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
17 from the Settlement do not apply to the Released PAGA Claims.

18 6. The deadline for Class Members to submit a Request for Exclusion or to submit
19 written objections to the Settlement was July 8, 2024.

20 7. No Requests for Exclusion were received. Accordingly, all 222 Class Members
21 remain in the Class.

22 8. All Class Members had an opportunity to object to the Settlement. No written
23 objections were received.

24 9. The revised Court Approved Notice of Class Action Settlement and Hearing Date for
25 Final Court Approval (the “Class Notice”), which was attached as **Exhibit A** to the Supplemental
26 Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
27 Settlement filed on March 19, 2024 and provided to the Class pursuant to the plan for distribution
28 described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the

1 California Rules of Court, and constituted the best notice practicable under the circumstances, by
2 providing individual and adequate notice of the proceedings and of the matters set forth therein to
3 Class Members. The Class Notice fully satisfied the requirements of due process and provided the
4 Class Members with adequate instructions and a variety of means to obtain additional information.

5 10. A full opportunity has been afforded to Class Members to participate in the Final
6 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
7 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
8 themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class
9 Members who did not submit a timely Request for Exclusion (“Participating Class Members”) are
10 bound by this Final Approval Order and the concurrently filed Judgment.

11 11. The Class Representative, Participating Class Members, and Allegedly Aggrieved
12 Employees, regardless of whether he or she is a Participating Class Member, will release claims in
13 accordance with the terms of the Settlement upon final approval by the Court of this Settlement
14 and Defendant’s payment of all sums due pursuant to this Settlement, and except as to such rights
15 or claims as may be created by this Settlement. With the exception of the Class Representative,
16 who will be subject to a broader release in accordance with the terms of the Settlement, the
17 Participating Class Members and Allegedly Aggrieved Employees will be subject to the following
18 release terms:

- 19 a. “Released Parties” means: Defendant, and its former and present directors,
20 officers, shareholders, owners, members, employees, managing agents,
21 attorneys, insurers, predecessors, successors, assigns, and Defendant’s
22 subsidiaries, affiliates, and or related companies (Settlement, ¶ 1.41).
- 23 b. Release by Participating Class Members: All Participating Class Members, on
24 behalf of themselves and their respective former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, release Released
26 Parties from any claims, wages, premiums, fringes, liquidated damages, or
27 penalties alleged or that could have been alleged against Released Parties arising
28 out of the facts, circumstances, and primary rights at issue in the Operative

1 Complaint and any amendments, including all claims for: 1) failure to pay all
2 minimum wages; 2) failure to pay all overtime wages (including failure to pay at
3 the regular rate of pay, and unpaid wages based on an on-duty break); 3) meal
4 period violations; 4) rest period violations; 5) failure to timely pay final wages
5 at termination; 6) wage statement violations (including Lab. Code § 226(a)(1)-
6 (9)), 7) Unfair Competition Law violations; and 8) PAGA penalties for these
7 alleged violations. The release shall include all claims and factual allegations
8 alleged in the above-referenced action (Settlement, ¶ 5.2).

9 c. Release of PAGA Claims: All Allegedly Aggrieved Employees are deemed to
10 release, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
12 the Released Parties from all claims for PAGA penalties that were alleged, or
13 reasonably could have been alleged, based on the PAGA Period facts stated in
14 the Operative Complaint, and the PAGA Notice and ascertained in the course of
15 the Action, including, all claims for 1) failure to pay all minimum wages; 2)
16 failure to pay all overtime wages (including failure to pay at the regular rate of
17 pay, and unpaid wages based on an on-duty break); 3) meal period violations; 4)
18 rest period violations; 5) failure to timely pay final wages at termination; 6)
19 wage statement violations (including Lab. Code § 226(a)(1)-(9)), 7) Unfair
20 Competition Law violations; and 8) PAGA penalties for these alleged
21 violations. The release shall include all claims and factual allegations alleged in
22 the above-referenced action. (Settlement, ¶ 5.3).

23 d. “Effective Date” means the date by when both of the following have occurred:
24 (a) the Court enters a Judgment on its Order Granting Final Approval of the
25 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest
26 of the following occurrences: (a) if no Participating Class Member objects to
27 the Settlement, the day the Court enters Judgment; (b) if one or more
28 Participating Class Members objects to the Settlement, the day after the

1 deadline for filing a notice of appeal from the Judgment; or if a timely appeal
2 from the Judgment is filed, the day after the appellate court affirms the
3 Judgment and issues a remittitur. (Settlement, ¶ 1.18.)

4 12. The Parties shall bear their own respective attorneys' fees and costs, except as
5 otherwise provided for in the Settlement and approved by the Court.

6 13. The Court finds that the Gross Settlement Amount of **\$475,000.00** ("GSA"), the Net
7 Settlement Amount, and the methodology used to calculate Individual Class Payments to
8 Participating Class Members and Individual PAGA Payments to Allegedly Aggrieved Employees
9 are fair and reasonable. Thus, Court authorizes the Administrator to calculate and pay individual
10 settlement shares in accordance with the terms of the Settlement.

11 14. Defendant is ordered to fully fund the GSA, and also fund the amounts necessary to
12 fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later
13 than thirty (30) days after the Effective Date.

14 15. Within fourteen (14) calendar days after Defendant funds the GSA, the Settlement
15 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
16 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
17 Payment, the Class Counsel Litigation Expenses payment, and the Class Representative Service
18 Payment.

19 16. A total amount of \$25,000.00 shall be allocated as "PAGA Penalties," payable from
20 the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$18,750.00**)
21 to the California Labor and Workforce Development Agency (the "LWDA") (the "LWDA PAGA
22 Payment") and 25% (**\$6,250.00**) to Allegedly Aggrieved Employees (the "Individual PAGA
23 Payments"). The LWDA and Allegedly Aggrieved Employees' claims for the Released PAGA
24 Claims are hereby extinguished.

25 17. The Court confirms the appointment of Plaintiff as the Class Representative, for
26 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
27 Participating Class Member and Allegedly Aggrieved Employee, the Court approves and orders a
28 service payment to Plaintiff in the amount of **\$7,500.00** (the "Class Representative Service

1 Payment”), payable from the GSA, for his role and service as the Class Representative, for the risks
2 and work attendant to that role, and for his general release of claims and waiver of section 1542
3 rights.

4 18. The Court confirms the appointment of Kane Moon, Allen Feghali, and Hyunjin Kim
5 of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in
6 wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class
7 Members, the *cy pres* beneficiary, or the Administrator, and have adequately represented Class
8 interests. The Court approves and orders the payments to Class Counsel, payable from the GSA, of
9 **\$158,333.33** for reasonable attorneys’ fees (“Class Counsel Fees Payment”), and of **\$14,447.14**, for
10 reimbursement of out-of-pocket costs (“Class Counsel Litigation Expenses Payment”). The Court
11 finds that these amounts are reasonable considering the benefits provided to the Class.

12 19. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
13 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
14 Administrator of **\$7,050.00** (“Administration Expenses Payment”), payable from the GSA, for
15 settlement administration.

16 20. The Court confirms the designation of Working Wardrobes as the appropriate *cy pres*
17 beneficiary of any uncashed settlement checks, pursuant to California Code of Civil Procedure
18 section 384. Following the expiration of the 180-day check-cashing deadline, the Administrator shall
19 transmit the funds represented by such uncashed settlement checks to Working Wardrobes.

20 21. In accordance with California Rule of Court 3.771(b), notice of the concurrently
21 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
22 on its website for no less than ninety (90) calendar days following entry thereof.

23 22. This Final Approval Order and the concurrently filed Judgment are intended to be a
24 final disposition of the Action in its entirety and are intended to be immediately appealable.

25 23. The obligations set forth in the Settlement are deemed part of this Final Approval
26 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
27 carry out the Settlement according to its terms and provisions.

28 24. Following entry of the concurrently filed Judgment, and without affecting the finality

1 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
3 enforcing this Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
4 addressing such post-Judgment matters as are permitted by law.

5 25. The Settlement is finally approved but is not an admission by Defendant of the
6 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
7 law. Neither the Settlement nor any related document shall be offered or received in evidence in
8 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
9 necessary to consummate or enforce the Settlement.

10 26. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on **August**
11 **5, 2025** at ____: ____ **a.m./p.m.** in **Department 12**. Class Counsel are ordered to file a final report
12 and declaration by the Administrator regarding settlement distribution no later than five (5) court
13 days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing
14 if the Settlement Administrator's declaration reports that all the distributions under the Agreement
15 are complete.

16 **IT IS SO ORDERED.**

17 DATE: 09/03/2024


18 THE HON. CAROLYN B. KUHL
19 Judge of the Superior Court, Los Angeles County
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