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Superior Court of California  
County of Los Angeles

JUN 07 2021

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By Marisela Fregoso, Deputy

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10 Attorneys for Named Plaintiffs and the proposed class

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FILING WINDOW

11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE**

14 JOSE MARIO CASTRO and BRETH  
15 ALEXANDER PONCE, as individuals, on  
behalf of themselves and proposed class  
16 members

17 **PLAINTIFFS,**

18 v.

19 SOLA RENTALS, INC.; MARTIN MUOTO;  
and DOES 1 thru 50, inclusive,

20 **DEFENDANTS.**

CASE NO. 19STCV02041

[Case Assigned for All Purposes to Hon. Elihu  
M. Berle in Dept. SS-6]

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND ENTERING  
JUDGMENT**

Date: June 1, 2021

Time: 9:00 a.m.

Dept.: SS-6

Complaint Filed: January 25, 2020

FAC Filed: April 5, 2019

Trial Date: None Set

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

2 The above captioned Action is a class action lawsuit brought by Plaintiffs JOSE MARIO  
3 CASTRO and BRETH ALEXANDER PONCE (“Named Plaintiffs” or “Plaintiffs”) against  
4 Defendants SOLA RENTALS, INC. and MARTIN MUOTO (“Defendants”). The Motion for  
5 Final Approval of Class Action Settlement came before this Court, on June 1, 2021.

6 **WHEREAS**, Judge Elihu M. Berle granted preliminary approval of the Joint Stipulation  
7 of Settlement and Release Between Plaintiffs and Defendants (“Stipulation of Settlement” or  
8 “Settlement”), attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “A”,  
9 on November 10, 2020.

10 **WHEREAS**, Plaintiffs Jose Mario Castro and Breth Alexander Ponce have applied to the  
11 Court for an order granting final approval of the Stipulation of Settlement.

12 **WHEREAS**, the Stipulation of Settlement sets forth the terms and conditions for the  
13 proposed Stipulation of Settlement and for entry of an Order of Final Approval and entry of final  
14 judgment thereon. The Court having read and considered Plaintiffs’ Motion for Final Approval of  
15 Class Action Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of  
16 Kelsey M. Szamet, Jose Mario Castro, Breth Alexander Ponce, and Jennifer Keough of JND Legal  
17 Administration Co.; and the supporting documents annexed thereto, now finds:

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

19 1. The Court has personal jurisdiction over all Class Members and that the Court has  
20 subject matter jurisdiction to approve the Stipulation of Settlement;

21 2. The terms of the Stipulation of Settlement are fair, just, reasonable, and adequate,  
22 consistent and in compliance with California Code of Civil Procedure, the California and United  
23 States Constitutions (including the due process clauses), the California Rules of Court and any  
24 other applicable law, and in the best interest of each of the Parties and the Class Members and is  
25 hereby finally approved in all respects.

26 3. The Parties are hereby directed to perform the terms of the Settlement as described  
27 in the Stipulation of Settlement according to its terms and provisions.

28 4. The Stipulation of Settlement is binding on Plaintiffs and all other Class Members,

1 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors  
2 and administrators, successors and assigns.

3 5. There are seven (7) valid requests for exclusion. The individuals who have  
4 validly requested exclusion are: LUIS BERNAVE TZIAC, LUIS GONZALES, MARVIN  
5 SOLIS, BERNARDO GARCIA, EDWIN SANCHEZ, HERMENE GILDO CIAL, and  
6 HUMBERTO CRUZ.

7 6. There are no objectors to the Stipulation of Settlement.

8 7. It is ordered that the Class is certified for settlement purposes only. The Court  
9 finds that an ascertainable class exists and a well-defined community of interest exists in the  
10 questions of law and fact involved because in the context of the Stipulation of Settlement: (i) there  
11 are questions of law and fact common to the Class Members which, as to the Stipulation of  
12 Settlement and all related matters, predominate over any individual questions; (ii) the Claims of  
13 Plaintiffs are typical of the Claims of the Class Members; and (iii) in negotiating, entering into and  
14 implementing the Stipulation of Settlement, Plaintiffs and Plaintiffs' Attorneys have fairly and  
15 adequately represented and protected the interest of the Class Members.

16 8. The Court finds that the Notice Packet and notice methodology implemented  
17 pursuant to this Stipulation of Settlement (i) constituted the best practicable notice; (ii) constituted  
18 notice that was reasonably calculated, under the circumstances, to apprise Class Members of the  
19 pendency of the Action, their right to object to or exclude themselves from the proposed Stipulation  
20 of Settlement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and  
21 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)  
22 met all applicable requirements of the California Code of Civil Procedure, the California and  
23 United States Constitution (including the Due Process Clause), the California Rules of Court and  
24 any other applicable law.

25 9. The Class is hereby made final. The Class is defined as:

26 All individuals hired as independent contractors to be laborers or  
27 maintenance workers, or similar titles, for SOLA RENTALS, INC.  
28 in the State of California who worked more than one pay period  
since four (4) years prior to the filing of this action to the present.  
(the "Class" or "Class Members").

1           10.     The “Class Period” is January 25, 2015 through June 1, 2020.

2           11.     The Stipulation of Settlement is not an admission by Defendants, nor is this Final  
3 Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither  
4 this Final Order, the Stipulation of Settlement, nor any document referred to herein, nor any action  
5 taken to carry out the Settlement, shall be construed or deemed an admission of liability,  
6 culpability, negligence, or wrongdoing on the part of Defendants.

7           12.     Pursuant to the Stipulation of Settlement, upon entry of this Final Order, Plaintiffs  
8 and each Class Member shall fully release and discharge the Released Parties pursuant to the  
9 following release:

10                   “Upon final approval of this Stipulation of Settlement by the Court,  
11 and except as to such rights or claims as may be created by this  
12 Stipulation of Settlement, the Settlement Class and each member of  
13 the Class who has not submitted a valid Request for Exclusion, fully  
14 releases and discharges Defendants, their present and former parent  
15 companies, subsidiaries, related or affiliated companies,  
16 shareholders, owners, officers, directors, employees, agents,  
17 attorneys, insurers, successors and assigns, and any individual or  
18 entity which could be jointly liable with Defendants, from any and  
19 all claims, debts, liabilities, demands, obligations, guarantees, costs,  
20 expenses, attorney’s fees, damages, actions or causes of actions  
21 stated in the Complaint, actions or causes of action alleged, or which  
22 could have been alleged based on the facts set forth in the complaint  
23 during the Class Period. The release of PAGA claims is limited to  
24 facts and claims raised in Plaintiff’s notice letter to the LWDA. This  
25 release shall become effective upon full payment of the Gross Fund  
26 Value. This release excludes the release of claims not permitted by  
27 law.”

28           13.     Plaintiffs and all Class Members who have not been timely and properly excluded  
from the Class, and any person acting on their behalf, are permanently barred and enjoined from:  
(i) filing, commencing, prosecuting, intervening in, participating in (as class members or  
otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal  
court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction  
based on the Released Claims; and (ii) organizing such non-excluded Class Members into a  
separate class for purposes of pursuing as a purported class action (including by seeking to amend  
a pending complaint to include class allegations, or by seeking class certification in a pending  
action) any lawsuit based on or relating to the Released Claims;

1           14.    The Stipulation of Settlement provides that the Gross Fund Value is five hundred  
2 twenty thousand dollars and zero cents (\$520,000.00). The Net Settlement Fund shall be  
3 determined according to the terms of the Stipulation of Settlement.

4           15.    The Court orders the calculations and the payments to be made and administered in  
5 accordance with the terms of the Stipulation of Settlement.

6           16.    The Court hereby finds that Plaintiffs and Class Counsel adequately represented the  
7 Class for purposes of entering into and implementing the settlement. The Court hereby confirms  
8 Kingsley & Kingsley, APC and Chami Law, PC as Class Counsel in the Action.

9           17.    The Court hereby finds the unopposed application of Class Counsel for a costs and  
10 attorneys' fees award provided for under the proposed Stipulation of Settlement to be fair and  
11 reasonable in light of all the circumstances and is hereby granted. Of the Gross Fund Value,  
12 \$174,000.00 shall be paid for attorney fees and \$7,500.00 shall be paid for litigation costs.

13           18.    The unopposed application of Class Counsel for an enhancement payment to  
14 Plaintiffs is hereby granted. Of the Gross Fund Value, a \$10,000.00 enhancement payment shall  
15 be allocated to Named Plaintiffs Jose Mario Castro and Breth Alexander Ponce, with \$5,000 being  
16 allocated to each Named Plaintiff.

17           19.    The unopposed application of Class Counsel for claims administration fees to JND  
18 Legal Administration Co. is hereby granted. Of the Gross Fund Value, \$15,176.00 shall be paid  
19 for settlement administration fees.

20           20.    Defendants shall have no further liability for costs, expenses, interest, attorneys'  
21 fees, or for any other charge, expense, or liability, except as provided for in the Stipulation of  
22 Settlement.

23           21.    The Court approves the PAGA Payment in the amount of \$15,000.00. The Court  
24 approves 75% of the PAGA Payment being allocated to the Labor and Workforce Development  
25 Agency ("LWDA") in the amount of \$11,250.00. The Court further directs that the remaining  
26 25% of the PAGA Payment, in the amount of \$3,750.00 shall be allocated to the Net Settlement  
27 Fund for distribution to the Class Members.

28           22.    Any check that is not negotiated within One Hundred Eighty (180) days of mailing

1 to a Class Member shall be re-allocated to all those Class Members who did cash their Settlement  
2 checks during the 180 day period. The cost of mailing these checks to the participating Class  
3 Members shall be deducted from the amounts left in uncashed checks. If there is not enough left  
4 to ensure that each Class Member receiving a check get at least \$25.00 after the cost of the  
5 administration is deducted, or if any of the second round of checks are not cashed, the residue shall  
6 sent to Bet Tzedek Legal Services as cy pres.

7 23. The Court hereby grants and authorizes the Parties, without further approval from  
8 the Court, to agree to and to adopt such amendments, modifications and expansions of this  
9 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)  
10 do not limit the rights of Class Members under the Stipulation.

11 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court  
12 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration  
13 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.  
14 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction  
15 over the Action, the Parties, and the Class, as well as the administration and enforcement of the  
16 Settlement. Any disputes or controversies arising with respect to the interpretation,  
17 consummation, enforcement, or implementation of the Settlement shall be presented by motion to  
18 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to  
19 exercise their rights to terminate the Settlement pursuant to the terms of the Stipulation of  
20 Settlement.

21 25. This Final Order shall constitute a final judgment.

22 26. The Court sets an Order to Show Cause Re Compliance with the Terms of the  
23 Settlement Agreement on March 16, 2022 at 8:30 am in Department SS-6. The Parties shall final  
24 a joint report and a declaration from the Settlement Administrator Re Compliance with Terms of  
25 the Settlement Agreement by March 4, 2022.

26 **JUN 07 2021**

**ELIHU M. BERLE**

27 **DATED:** \_\_\_\_\_

\_\_\_\_\_  
**JUDGE OF THE SUPERIOR COURT**

**From:** [FormAssembly](#) on behalf of [DIR PAGA Unit](#)  
**To:** [Service Email](#)  
**Subject:** Thank you for your Proposed Settlement Submission  
**Date:** Tuesday, June 1, 2021 3:49:36 PM

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06/01/2021 03:49:26 PM

Thank you for your submission to the Labor and Workforce Development Agency.

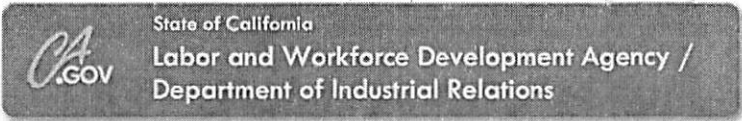
Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

PROOF OF SUBMISSION TO LWDA



### Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \*

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".  
[Search for PAGA Case number](#)

*The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.*

#### Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*

Your Zip/Postal Code \*



## Court and Hearing Information

Court *	Court Case Number *	Hearing Date (if any)
Superior Court of the State	19STCV02041	June 1, 2021
Hearing Time	Hearing Location	Number of aggrieved employees *
9:00 a.m.	Dept. SSC-6	516
Gross settlement amount *	Gross penalty amount *	Penalties to LWDA *
520,000	15,000	11,250
Date of proposed settlement *		
10/14/2020		

## Proposed Settlement and Other Documents

Proposed Settlement \*

 FAO.pdf

Other Attachment (if any)

 No file chosen
[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY:** All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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**(PROOF OF SERVICE)**  
**[CCP 1013(a)(3)]**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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 the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On June 1, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

<p>Michael L. Mallow Mark D. Campbell <b>SHOOK, HARDY &amp; BACON LLP</b> 2049 Century Park East, Suite 3000 Los Angeles, CA 90064-50966 <a href="mailto:mmallow@shb.com">mmallow@shb.com</a> <a href="mailto:mdcampbell@shb.com">mdcampbell@shb.com</a></p> <p><i>Attorneys for Defendants</i></p>	<p>Pouya B. Chami <b>CHAMI LAW, PC</b> 11845 W Olympic Blvd., Suite 1000 Los Angeles, CA 90064-5066 <a href="mailto:pchami@chamilaw.com">pchami@chamilaw.com</a></p> <p><i>Attorneys for Plaintiffs</i></p>
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15 [ ] **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing  
16 correspondence for mailing. Under that practice it would be deposited with U.S. postal  
17 service on that same day with postage fully prepaid at Encino, California in the ordinary  
18 course of business. I am aware that on motion of the party served, service is presumed  
19 invalid if postal cancellation date or postage meter date is more than one day after date of  
20 deposit for mailing in affidavit.

21 **[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set  
22 forth on the attached service list.

23 **[XX] BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be  
24 electronically filed using the Labor and Workforce Development Agency Electronic Filing  
25 ("EF") System (<https://dir.tfaforms.net/271>) and service was completed by electronic  
26 means by transmittal of the documents referenced herein on the EF System.

27 **[XX] (STATE)** I declare under penalty of perjury under the laws of the State of California that  
28 the above is true and correct.

Executed on June 1, 2021, at Woodland Hills, California.

  
\_\_\_\_\_  
Michelle Tanzer

\*\*\*\*\*Spring Street\*\*\*\*\*

Your Courtesy Copy was  
delivered to

Department

55-6

Date: 6-2-21

Order: 212398