

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

PLAINTIFF/PETITIONER: ANDREW PADILLA, et al.
 DEFENDANT/RESPONDENT: TOYOTA MOTOR SALES, U.S.A., Inc., et al.

CASE NUMBER:
 CIVSB2402154

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

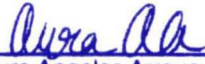
_____
 (SIGNATURE OF DECLARANT)

EXHIBIT 1

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 06 2026


BY: Aura Angeles Arroyo, Deputy

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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANDREW PADILLA and AMBER WILLIS,
on behalf of themselves and others similarly
situated;

Plaintiffs,

vs.

CATAPULT STAFFING SERVICES, LLC,
TOYOTA MOTOR SALES, U.S.A., INC.;
TOYOTA MOTOR NORTH AMERICA, INC.;
and DOES 1 to 100, inclusive,

Defendants

Case No.: CIVSB2402154

CLASS AND PAGA ACTION

*[Assigned for All Purposes to Hon. Thomas
Garza, Dept. S27]*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed concurrently with the Declarations in
Support; and [Proposed] Order and Judgment]*

Hearing Information:

Date: May 6, 2026

Time: 8:30 a.m.

Dept.: S27

~~PROPOSED~~ ORDER AND JUDGMENT

[PROPOSED] ORDER AND JUDGMENT

Plaintiffs AMBER WILLIS and ANDREW PADILLA (“Plaintiffs”) Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendants TOYOTA MOTOR NORTH AMERICA, INC. (“TMNA”) and TOYOTA MOTOR SALES, U.S.A., INC. (“TMS”) (together, TMNA and TMS are referred to herein as “Toyota”) and CATAPULT STAFFING SERVICES, LLC (“Catapult”) (Toyota and Catapult are collectively referred to as “Defendants”). came before this Court on May 6, 2026, at 8:30 a.m. in Department S-27 of the San Bernardino County Superior Court located at 247 West 3rd Street, San Bernardino, CA 92415. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Malcolm Clayton in Support of Plaintiffs’ Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiffs’ Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the Declaration of Simpluris, Inc., Representative Mary Butler (“Admin Dec.”)] , and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.
2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

all current and former hourly, non-exempt employees employed by Toyota in California and all current and former non-exempt employees employed by Catapult at Toyota facilities in California at any time during the Class Period, excluding those individuals who are named plaintiffs in the “*Reginald Gray, et al. Plaintiffs v. Toyota Motor Sales U.S.A., Inc.*” (Case No. 24STCV22409) matter currently pending in Los Angeles County Superior Court.
3. The “Class Period” is the period from January 3, 2020 through April 5, 2025 for Toyota employees, and January 24, 2020 through February 13, 2025 for Catapult employees.
4. For purposes of the settlement, the Court designates named Plaintiffs AMBER

1 WILLIS and ANDREW PADILLA as Class Representatives, and Lavi & Ebrahimian, LLP,
2 Employee Justice Legal Group, PC, and Ben Travis Law, APC as Class Counsel.

3 5. The notice provided to the class members conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
5 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
6 law, and constitutes the best notice practicable under the circumstances, by providing individual
7 notice to all class members who could be identified through reasonable effort, and by providing due
8 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
9 The notice fully satisfied the requirements of due process.

10 6. The Court finds the settlement was entered into in good faith, that the settlement is
11 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769.

15 7. The Settlement Agreement is not an admission by Defendants or by any other released
16 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
17 by Defendants or any other released party. Neither this Order and Judgment, the Settlement, nor any
18 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
19 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
20 whatsoever by or against Defendants or any of the other released parties.

21 8. No Class Members have objected to the terms of the Settlement.

22 9. One Class Member, Danica Sorenson, has requested exclusion from the Settlement
23 and is a Non-Participating Class Member.

24 10. With respect to Toyota, the Escalator Clause of the Settlement has not been triggered.

25 11. With respect to Catapult, the Escalator Clause was triggered, and Catapult elected to
26 cut-short the class period pertinent to Catapult employees placed at Toyota, prior to the mailing of
27 Notice Packets.

1 12. Defendants will fully-fund the non-reversionary Gross Settlement Amount of Three
2 Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$3,850,000.00), and also fund the
3 amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
4 Administrator no later than thirty (30) days after the date the Settlement becomes Final. (Settlement,
5 § 10.1)

6 13. The Administrator will issue the following payments within thirty (30) days after
7 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
8 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
9 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
10 Service Payment. (Settlement, §10.3)

11 14. In addition to any recovery that the named Plaintiffs may receive under the Settlement,
12 and in recognition of the named Plaintiffs' efforts on behalf of the settlement class, the Court hereby
13 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiffs
14 in the amount of Ten Thousand Dollars (\$10,000) each.

15 15. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
16 to Class Counsel in the sum One Million Three Hundred Forty-Seven Thousand Five Hundred Dollars
17 and Zero Cents (\$1,347,500.00), and the reimbursement of litigation expenses in the sum of Thirty-
18 Seven Thousand Five Hundred Thirty-Two Dollars and Twenty-One Cents (\$37,532.21). Each are
19 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
20 percentage of a common fund obtained for the class. The court also has considered the lodestar
21 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
22 actual benefit obtained for the class.

23 16. The Court approves and orders payment from the Gross Settlement Amount in the
24 amount of Fourteen Thousand One Hundred Forty Dollars and Zero Cents (\$14,140.00) to Simpluris,
25 Inc. for performance of settlement administration services.

26 17. The Court approves and orders the allocation of One Hundred Thousand Dollars
27 (\$100,000) of the Gross Settlement Amount as PAGA Penalties.
28

1 18. The Court approves and orders payment of Seventy-Five Thousand Dollars and Zero
2 Cents (\$75,000.00) to the LWDA as the LWDA PAGA Payment as 75% of the PAGA Penalties.

3 19. The Court approves and orders payment of Twenty-Five Thousand Dollars and Zero
4 Cents (\$25,000.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as
5 Individual PAGA Payments pursuant to the terms of the Settlement.

6 20. In list form, the amounts approved and ordered paid are as follows:

7 a. Gross Settlement Amount ("GSA"): \$3,850,000.00

8 b. LWDA Allocation: Total \$100,000.00, composed of:

9 i. LWDA Payment: \$75,000.00 (75% of LWDA Allocation)

10 ii. Aggrieved Employees: \$25,000.00 (25% of LWDA Allocation)

11 c. Expected Deductions: Total \$1,419,172.21, composed of:

12 i. \$20,000.00 - Class Representative Service Payments (\$10,000 to each
13 Plaintiff)

14 ii. \$1,347,500.00 - Attorneys' Fees

15 iii. \$37,532.21 - Attorneys' Costs

16 iv. \$14,140.00- Settlement Administration Costs

17 d. Net Settlement Amount: \$2,330,827.79 (GSA, minus LWDA Allocation, minus
18 Expected Deductions)

19 21. Participating Class Members will have one hundred eighty (180) calendar days from
20 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
21 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
22 voided, and the Administrator shall transmit the funds represented by such checks to the California
23 Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid
24 residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The
25 Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion
26 of the 180 calendar day check cashing period.

27 22. Release by Participating Class Members: In consideration for their awarded Settlement
28 Shares, as of the date the Settlement becomes Final and is fully funded as set forth in Paragraph 10.1
of this Agreement, all Participating Class Members, including Plaintiffs release any and all claims,
rights, demands, liabilities and causes of action, known or unknown, against the Released Parties, that
were pled in the Actions or that could have been pleaded based on the same facts alleged, arising at
any time during the Class Period, including, but not limited to, the allegations that Defendants failed

1 to pay all wages due, including minimum wages and overtime wages; pay all wages at the proper
2 regular rate of pay, including overtime, sick pay, vacation pay, and meal and rest premiums; provide
3 lawful meal and rest periods or pay premiums in lieu thereof; furnish accurate itemized wage
4 statements; pay timely wages; pay all wages due to discharged and quitting employees; and reimburse
5 all business expenses; and that Defendants implemented an unlawful quota system that was not
6 properly disclosed and prevented employees from taking proper meal and rest breaks, and prevented
7 use of bathroom facilities, and unlawfully disciplined and/or discharged employees for failing to
8 perform under that quota. The released claims include claims brought under California Labor Code
9 sections 200 through 204, 205.5, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 1174, 1174.5,
10 1194, 1194.2, 1197, 1197.1, 1198, 2100-2108, 2802, 6400 through 6404, California Business and
11 Professions Code sections 17200-17208, the Industrial Welfare Commission Wage Orders, California
12 Code of Regulations, Title 8 § 3364, Code of Civil Procedure § 1021.5 and the Fair Labor Standards
13 Act, 29 U.S.C. § 201 et seq. Such claims include claims for wages, statutory penalties, civil penalties,
14 or other relief under the California Labor Code, relief from unfair competition under California
15 Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest. However,
16 any claims that cannot be waived as a matter of law (i.e. workers compensation and unemployment
17 benefits) are not waived.

18 23. Release by Aggrieved Employees: In consideration for their awarded PAGA
19 Payments, as of the date the Settlement becomes Final and is fully funded as set forth in Paragraph
20 10.1 of this Agreement, all PAGA Settlement Group Members release any and all PAGA Claims for
21 civil penalties against Defendants and the Released Parties that were pleaded or could have been
22 pleaded based on the factual allegations in the Operative Complaint and/or Plaintiffs' pre-litigation
23 LWDA letters, arising during the PAGA Period, including, but not limited to, the allegations that
24 Defendants failed to pay all wages due, including minimum wages and overtime wages; failure to pay
25 overtime wages at the correct legal rate; provide meal and rest periods or pay premiums in lieu thereof;
26 pay meal and rest periods at the correct regular rate of pay; furnish accurate itemized wage statements
27 and maintain accurate records; pay timely wages; pay all wages due to discharged and quitting
28 employees; reimburse all business expenses; that Defendants implemented an unlawful quota system

1 and unlawfully disciplined employees for failing to perform under that quota; pay sick leave and
2 COVID-19 supplemental sick leave at the correct legal rate and properly provide notice of the sick
3 leave that had accrued; pay vacation pay at the correct and legal regular rate of pay; and provide a
4 place that is safe and healthful for employees, under California Labor Code sections 200-204, 204.1,
5 204.2, 205.5, 210, 218.5, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 515, 558, 1174, 1174.5, 1175,
6 1194, 1194.2, 1197, 1197.1, 1198, 2100-2108, 2698 et seq., 2802, 6400, 6402, and 6404, California
7 Code of Regulations, Title 8 § 3364, and Code of Civil Procedure § 1021.5. All PAGA Settlement
8 Group Members will release the PAGA claims described herein and receive a portion of the PAGA
9 Employee Amount, regardless of whether they opt out of the Class.

10 24. Release by Plaintiffs: In addition to the foregoing releases, upon full funding, named
11 Plaintiffs' general release of all claims, known or unknown, under any source of law, against the
12 Released Parties, including their waiver of the protection of California Civil Code §1542, as fully
13 described in the Settlement, becomes effective.

14 25. "Released Parties" means: Defendants and any present or former parents, subsidiaries
15 and affiliated companies or entities, and their respective officers, directors, employees, partners,
16 shareholders and agents, and any other successors, assigns and legal representatives and their related
17 persons and entities.

18 26. The "PAGA Period" means June 12, 2024 through April 5, 2025 for Toyota, and from
19 December 14, 2022 through February 13, 2025 for Catapult.

20 1. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code
21 §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA, on the
22 date the parties filed with the Court the motion seeking preliminary approval of the Settlement,
23 Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The
24 Court finds and determines that the notice of the Settlement complied with the statutory requirements
25 of PAGA.

26 27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
27 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.
28

1 28. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising out
3 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 settlement and the determination of all controversies relating thereto.

5 29. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
6 file a final report with the Court regarding distribution of settlement funds by May 6, 2027 at 8:30
7 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are
8 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
9 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
10 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
11 Section 384, subd. (b).

12 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

13 Dated: 5/6/28

14 Tom Garza
15 Hon. Judge Thomas Garza
16 Judge of the Superior Court
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 West Olympic Boulevard, Suite 200, Beverly Hills, California 90211.

On May 7, 2026, I served the foregoing documents, described as:

“NOTICE OF ENTRY OF JUDGEMENT OR ORDER”

on all interested parties in this action, addressed as follows:

Zachary P. Hutton, Esq. (SBN 234737) SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Four Embarcadero Center, 17th Floor San Francisco, CA 94111 Telephone: (415) 434-9100 Facsimile: (415) 434-3947 Email: zhutton@sheppardmullin.com	<i>Attorneys for Defendant</i> TOYOTA MOTOR SALES, U.S.A., INC.
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(BY ELECTRONIC MAIL) As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.



(STATE) I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed May 7, 2026, at Beverly Hills, California.

/s/Tiffany Ayungua
Tiffany Ayungua