

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

JACOB GRIFFIN, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

COURTESY CHEVROLET CENTER, a
California Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No: 37-2022-00005485-CU-OE-CTL

Action Filed: February 14, 2022

~~[PROPOSED]~~ **AMENDED ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT AND
JUDGMENT**

Date: July 13, 2023

Time: 10:30 a.m.

Dept.: C-64

Judge: Hon. Loren G. Freestone

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2 Plaintiff Jacob Griffin (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
3 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
4 Labor Code § 2699(1), against Courtesy Chevrolet Center (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
7 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
8 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
9 Agency was provided with notice of the settlement and the motion for approval of the settlement
10 via its online process and no objection has been received to the settlement or the motion from the
11 Labor Workforce Development Agency. The Parties seek approval of the settlement of Plaintiff’s
12 PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in
13 the Settlement Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA
14 Settlement provides for a Gross Settlement Amount in the total sum of \$230,000, which includes
15 the Net Settlement Amount, Plaintiff’s Counsel Award in the amount of \$76,666.67, Plaintiff’s
16 Counsel litigation expenses in the amount of \$9,118.35, Settlement Administration Costs estimated
17 in the amount of \$5,000, and Plaintiff’s Service Award in the amount of \$10,000. The Net
18 Settlement Amount of \$129,214.98 is the amount remaining from the Gross Settlement Amount
19 after the deduction of the Settlement Administration Cost, Plaintiff’s Counsel Award and Plaintiff’s
20 Counsel’s cost amount. The Settlement Administrator will be Apex Class Action. The sum of any
21 settlement checks not cashed within 180 days, or the extended deadline as provided in the
22 Settlement Agreement, will be transmitted to the State Controller Fund to be held pursuant to the
23 Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding
24 amounts associated with each Aggrieved Employee whose check(s) are cancelled. The Court
25 approved the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set
26 forth above.

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
28 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the

1 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
2 which shall be allocated and paid out as set forth in the Settlement Agreement.

3 The “Aggrieved Employees” are defined as “individuals employed by Defendant as non-
4 exempt employees in California during the PAGA Period.” The PAGA Period is December 7, 2020
5 to April 1, 2023. Upon entry of final judgment and funding of the Gross Settlement Amount in full,
6 in exchange for the consideration set forth in the Settlement Agreement, the Plaintiff, the LWDA,
7 and the State of California shall release the Defendant from the PAGA Released Claims for the
8 PAGA Period. “PAGA Released Claims” means all PAGA claims based on the factual or legal
9 theories that were alleged in the operative First Amended Complaint and Plaintiff’s PAGA Notice
10 and Amended PAGA Notice to the LWDA, or that reasonably could have been alleged based on
11 the facts, legal theories, Labor Code sections, and primary rights at issue in the First Amended
12 Complaint or Plaintiff’s PAGA Notice and Amended PAGA notice, including PAGA Penalties for
13 the: failure to pay minimum, overtime, and sick pay wages; failure to provide complaint meal and
14 rest periods and meal and rest break premium payments; failure to provide accurate itemized wage
15 statements; failure to pay at the correct regular rate of pay; failure to pay for all time worked; failure
16 to timely pay wages; failure to reimburse for business expenses; making unlawful deductions from
17 compensation, and any other PAGA claims or PAGA penalties under the wage and hour laws
18 pleaded in the Action which occurred during the PAGA Period and expressly excluding all other
19 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
20 disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
21 The release of claims for PAGA penalties shall bind only the named Plaintiff, the Aggrieved
22 Employees, and the State of California.

23 Neither the Settlement Agreement nor the settlement contained therein, nor any act
24 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
25 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
26 Release Claim; or (ii) is or may be deemed to be or may be sued as an admission of, or evidence of,
27 any fault or omission by Defendant or any of the Released Parties in any civil, criminal, or
28 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any

1 of the Released Parties may file the Settlement Agreement and/or the separate Judgment from this
2 action in any other action that may be brought against it or them in order to support a defense or
3 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,
4 judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense
5 or counterclaim.

6 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
7 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
8 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
9 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
10 the distribution of settlement benefits.

11 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
12 **ENTERED ACCORDINGLY.**

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14 DATED: August 25, 2023

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18 THE HONORABLE LOREN G. FREESTONE
19 JUDGE OF THE SUPERIOR COURT
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