

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

GERARDO VALADEZ, MIGUEL DIAZ,
LUPE RODRIGUEZ, ARTHUR
BEBEKYAN, and SCOTT WODIN in a
Representative capacity only, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

v.

CALIBER HOLDINGS CORP; CALIBER
COLLISION TRANSPORT SERVICES
LLC; and DOES 1-10, inclusive.

Defendants

CASE NO. 37-2020-00015935-CU-OE-CTL

(Representative Action only)

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT & ENTRY OF JUDGMENT**

Date: May 17, 2022

Time: 8:30 a.m.

Dept.: C-73

Judge: Hon. Joel R. Wohlfeil

1 TO ALL PARTIES HEREIN AND THEIR ATTORNEYS OF RECORD:

2 WHEREAS, this is an Action pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004 (“PAGA”); and

4 WHEREAS, the Court has read and considered Plaintiffs’ *Ex Parte* Application Seeking
5 Approval of PAGA Settlement in accordance with the Parties’ PAGA Representative Action
6 Settlement and Release, a copy of which was lodged with the declaration of Eric K. Yaeckel and
7 attached thereto as **Exhibit 1** (the “Settlement Agreement”). The Court understands that the Settlement
8 Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the Action
9 with prejudice. Based on a review of the submissions by the Parties and good cause appearing therefor,

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 11 1) Plaintiffs are granted leave to file the proposed First Amended Consolidated
12 Compliant.
- 13 2) All terms used in the Settlement Agreement shall have the same meaning as defined
14 therein.
- 15 3) The terms of the settlement are fair, adequate, and reasonable, and therefore, are
16 approved by the Court.
- 17 4) Compensation to the Labor Workforce Development Agency (“LWDA”) and the
18 Representative Action Members shall be effected pursuant to the terms of the
19 Settlement Agreement.
- 20 5) The Court hereby approves of the payment of Attorneys’ Fees and Costs to Plaintiffs’
21 Counsel to be effected pursuant to the terms of the Settlement Agreement.
- 22 6) The Court hereby approves of the payment to the Settlement Administrator, CAC
23 Services Group, LLC, for its performance of its settlement administration services to
24 be effected pursuant to the terms of the Settlement Agreement.
- 25 7) Upon entry of this Order, all claims in the Action shall be and are hereby dismissed
26 with prejudice. Moreover, the LWDA and each and every Representative Action
27 Member, including Plaintiffs, shall be deemed and hereby are deemed to have
28

conclusively released and forever discharged the Settling Defendant from the PAGA Released Claims, as defined in the Settlement Agreement, and are hereby permanently barred and enjoined from the institution or prosecution of any and all Released Claims against the Settling Defendant.

8) Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Settling Defendant, nor is the Court's Order a finding of the validity of any claims in the Action or of any wrongdoing by the Settling Defendant.

9) This Order is intended to be a final disposition of the Action in its entirety.

10) The Court will retain jurisdiction over the Parties to enforce the settlement until performance in full of the terms of the pursuant to Code of Civil Procedure section 664.6.

JUDGMENT

10) The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement and the Order Granting Plaintiffs' *Ex Parte* Application Seeking Approval of PAGA Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

11) Upon the Settlement Effective Date, as defined in the Settlement Agreement, Plaintiffs and all Representative Action Members, shall have by operation of the Final Order and this Judgment, fully, finally and forever release, relinquished, and discharged the Settling Defendant from the Released Claims as those terms are respectively defined in the Settlement Agreement, and are hereby forever barred and enjoined from prosecuting such Released Claims against the Settling Defendant.

IT IS SO ORDERED.

Dated: _____

HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT