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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JOSE AGUILAR SANDOVAL, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

MADLAND TOYOTA-LIFT, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. BCV-20-100810-TSC

CLASS ACTION

*[Assigned for all purposes to the Honorable
Thomas S. Clark, Dept. 17]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 24, 2022

Time: 8:30 a.m.

Dept: 17

1 On November 2, 2021, this Court issued an Amended Order Granting Preliminary
2 Approval of Class Action Settlement. Plaintiff Jose Aguilar Sandoval now seeks an order
3 granting final approval of the Stipulation of Settlement ("Settlement"), attached to the
4 Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final Approval of Class
5 Action Settlement as Exhibit 1.

6 Due and adequate notice having been given to the Class, and the Court having
7 reviewed and considered the Settlement, Plaintiff's Notice of Motion and Motion for Final
8 Approval of Class Action Settlement, the supporting declarations and exhibits thereto, all
9 papers filed and proceedings had herein, and the absence of any written objections received
10 regarding the proposed settlement, and having reviewed the record in this action, and good
11 cause appearing therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Madland Toyota-Lift, Inc. ("Defendant").

17 3. The Court finds that the Settlement appears to have been made and entered into in
18 good faith and hereby approves the settlement subject to the limitations on the requested fees and
19 enhancements as set forth below.

20 4. Plaintiff and all Settlement Class Members, ("Participating Class Members"), shall
21 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
22 relinquished, and discharged Defendant from all Released Claims as defined in the Settlement.

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

25 6. Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: "All persons who worked for Defendant in California as an hourly paid or
27 non-exempt employee from March 20, 2016 up to and including the preliminary approval
28 date." This settlement will bind all class members who were mailed their Notice Packet and

1 who have not requested to be excluded from the class as specified in the Notice.

2 7. The Settlement Period means the period from March 20, 2016 up to and
3 including November 2, 2021.

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

5 9. No Class Members have requested exclusion from the Settlement.

6 10. The Notice provided to the Class conforms with the requirements of California
7 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
8 circumstances, by providing individual notice to all Class Members who could be identified
9 through reasonable effort, and by providing due and adequate notice of the proceedings and of
10 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
11 due process.

12 11. The Court finds the Settlement Amount, the Net Settlement Amount, and the
13 methodology used to calculate and pay each Participating Class Member's Net Settlement
14 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Net
15 Settlement Payments to the Participating Class Members in accordance with the terms of the
16 Stipulation.

17 12. If no individual or party appeals this Order, the "Effective Date" of the settlement
18 is the first business day following the date the Court has entered a Final Approval Order
19 approving this Agreement, and the time to appeal from the Final Approval Order has expired.

20 13. If an individual or party appeals this Order, the "Effective Date" of the settlement
21 will be the latest of the following: (1) any appeal from the Final Approval Order has been finally
22 dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially
23 identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for
24 review with respect to any appellate decision affirming the Final Approval Order has expired;
25 and (4) if a petition for review of an appellate decision is filed, the petition has been denied or
26 dismissed, or, if granted, has resulted in affirmation of the Final Approval Order in a form
27 substantially identical to the form of the Final Approval Order entered by the Court.

28 14. Defendant shall pay the total of \$325,000.00 to resolve this litigation. Within

1 fifteen (15) business days after the Effective Date, Defendant shall deposit this amount and
2 employer taxes into an interest-bearing trust account for the benefit of the participating Class
3 Members and Class Counsel, through the Settlement Administrator. Thereafter, compensation to
4 the Participating Class Members shall be disbursed pursuant to the terms of the Settlement.

5 15. From the Settlement Amount, \$7,500.00 shall be paid to the California Labor and
6 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
7 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
8 of 2004, California Labor Code section 2698, *et seq.*

9 16. From the Settlement Amount, \$10,000.00 shall be paid to the named Plaintiff for
10 his service as a class representative and for his agreement to release claims.

11 17. From the Settlement Amount, \$10,000.00 shall be paid to the Settlement
12 Administrator, ILYM Group, Inc.

13 18. The Court hereby confirms Justin F. Marquez, Nicol E. Hajjar, and Rachel J.
14 Vinson of Wilshire Law Firm, PLC as Class Counsel.

15 19. From the Settlement Amount, Class Counsel is awarded \$108,333.3 for their
16 reasonable attorneys' fees and \$11,720.11 for their reasonable costs incurred in the Action. The
17 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
18 that the fees are reasonable in light of the benefit provided to the Class.

19 20. The amounts of any unnegotiated settlement checks which are reallocated to those
20 Settlement Class Members who have negotiated their checks within 180 days from issuance will
21 be paid to the Los Angeles Trial Lawyers' Charities if such reallocated settlement checks still
22 again remain unnegotiated on 180 days from issuance.

23 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
24 Members by posting a copy of the Final Approval Order and the Judgment on ILYM Group,
25 Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final
26 Approval Order and Judgment.

27 22. Without affecting the finality of this Order in any way, this Court retains
28 continuing jurisdiction over the implementation, interpretation, and enforcement of the

1 Settlement with respect to all Parties to this action, and their counsel of record.

2 23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
3 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

4 **IT IS SO ORDERED.**

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7 DATE:

8 Hon. Thomas S. Clark
9 Kern County Superior Court
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PROOF OF SERVICE

Jose Aguilar Sandoval v. Madland Toyota-Lift, Inc., et al.
BCV-20-100810-TSC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Min Jee Kim, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com.

On **January 31, 2022**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Defendant

MADLAND TOYOTA-LIFT, INC.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

///

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

3 Executed on **January 31, 2022**, at Los Angeles, California.

4 Min Jee Kim
5 _____
6 Type or Print Name

7 
8 _____
9 Signature