

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 24 2021

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

EDWARD MORALES TELLEZ, an
individual, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

PICK-YOUR-PART AUTO WRECKAGE, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CIVDS2017040

Hon. David Cohn

**REVISED [~~PROPOSED~~] ORDER
APPROVING THE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE UNDER
CALIFORNIA LABOR CODE §§ 2698 *et*
*seq.***

*[filed concurrently with Notice of Motion and
Motion to Approve Settlement; Declaration of
David Yeremian; Declaration of Roman
Shkodnik]*

Date: November 12, 2021
Time: 10:00 a.m.
Dept.: S-26

REVISED [PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND RELEASE OF PAGA

1 Having considered Plaintiff's submission, documents submitted in support thereof,
2 Defendant's non-opposition to Plaintiff's Motion and good cause appearing, **IT IS HEREBY**
3 **ORDERED** that Plaintiff's Motion to Approve the Private Attorneys General Act Settlement and
4 Release is **GRANTED**, as follows:

5 a) All terms used herein shall have the same meaning as defined in the Private Attorney
6 General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement").

7 b) The Court hereby approves the terms set forth in the Settlement Agreement and finds
8 that the Settlement is, in all respects, fair, adequate, reasonable, and just and is not arbitrary,
9 oppressive or confiscatory and directs the Parties to effectuate the Settlement according to its
10 terms. The Court finds that the Settlement has been reached as a result of informed and non-
11 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
12 extensive investigation and research, and their attorneys were able to reasonably evaluate their
13 respective positions. The Court also finds that settlement now will avoid additional and
14 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
15 litigate the case. The Court has reviewed the monetary recovery being provided as part of the
16 Settlement and recognizes the significant value accorded to Plaintiff and each Aggrieved
17 Employee.

18 c) The Settlement is not an admission by Defendant Pick-Your-Part Auto Wrecking
19 ("Defendant") or Released Parties as defined below, nor is this Order a finding of the validity of
20 any allegations or of any wrongdoing by Defendant or Released Parties. Neither this Order, the
21 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
22 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
23 concession, or liability whatsoever by or against Defendant or Released Parties.

24 d) Defendant shall pay Aggrieved Employees, PAGA Counsel, Settlement Administrator
25 and LWDA pursuant to the terms of the Settlement.

26 e) The Court hereby confirms David Yeremian of the law firm David Yeremian &
27 Associates, Inc. as PAGA Counsel.
28

1 f) The Court finds that the fees requested by PAGA Counsel of one-third of the total
2 settlement amount of \$684,000.00 which is Two Hundred Twenty-Eight Thousand Dollars and
3 Zero Cents (\$228,000.00) is reasonable and the costs requested of Four Thousand Seven Hundred
4 Thirty-Nine and Eight-Four Cents (\$4,739.84) as reasonable and necessary for the prosecution of
5 this action. The Court hereby awards attorneys' fees in the amount of \$239,400.00 and costs in
6 the amount of \$4,739.84 to PAGA Counsel for their attorneys' fees and costs. The payment of
7 fees and costs to PAGA Counsel shall be made in accordance with the terms of the Settlement.

8 g) The Court finds that the Administration costs of \$10,000.00 is reasonable and the Court
9 hereby awards administrator costs in the amount of \$10,000.00 to Simpluris.

10 h) The LWDA's 75% share of the net settlement amount of \$441,260.16 is \$330,945.12,
11 and the balance of \$110,315.04 shall be paid to the Aggrieved Employees pursuant to the terms of
12 the Settlement.

13 i) The Court further orders, adjudges and decrees that upon the Effective Date, the LWDA
14 and PAGA Employees, including Plaintiff, fully release and forever discharge Pick-Your-Part
15 Auto Wrecking ("Defendant"), and its past or present parents, subsidiaries, and affiliates,
16 officers, directors, employees, managers, partners, shareholders, agents, insurers, and/or any other
17 successors, assigns, or legal representatives of Defendant ("Released Parties") from any and all
18 PAGA claims for violations of Labor Code §§ 201, 202, 203, 204, 212, 213, 218.6, 221, 223, 224,
19 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
20 2698, 2699, 2699.3 et seq., 2802, violation of Business & Professions Code § 17200 et seq. as
21 well as the applicable provisions of the Industrial Wage Orders and for any other PAGA
22 violations that could have been asserted in the action based on the factual assertions and legal
23 assertions in the Complaint. ("Released Claims").

24 i) The Court further orders, adjudges and decrees that upon the Effective Date, Plaintiff,
25 on behalf of himself and his heirs, representatives, attorneys, executors, administrators,
26 successors, relatives, and assigns releases Defendant and any of their past and present parents,
27 subsidiaries, divisions, affiliates, related entities, divisions, officers, directors, shareholders,
28

1 employees, agents, representatives, attorneys, insurers, successors, predecessors, and assigns from
2 any and all causes of action, obligations, costs, expenses, damages, claims, liabilities, benefits,
3 attorneys' fees, and costs actually incurred, of whatever character, in law or in equity, known or
4 unknown, suspected or unsuspected, matured or unmatured, of any kind whatsoever, now existing
5 or arising in the future, based on any act, omission, event, occurrence, or non occurrence from the
6 beginning of time to the date of execution hereof, including but not limited to any claims or
7 causes of action arising out of Plaintiff's employment with any of the Released Parties.

8 j) The Court shall have and retain continuing jurisdiction over this action and the Parties
9 including after the entry of this Order, to the fullest extent necessary to interpret, enforce and
10 effectuate the terms and intent of the Settlement and this Order.

11 **IT IS SO ORDERED.**

12
13 Dated:

11/29/21



Hon. David Cohn
Judge of the Superior Court