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MAR 03 2023

By: R. Day, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

(UNLIMITED JURISDICTION)

WILLIAM DENNIS O'GRADY and HAROLD
THOMAS, as "aggrieved employees" on behalf
of other "aggrieved employees" under the Labor
Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

TEAM CAR CARE, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.: 37-2020-00035860-CU-OE-CTL

**~~PROPOSED~~ ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

RESERVATION NO. 2913628

Hearing Date: March 3, 2023

Hearing Time: 9:00 a.m.

Dept.: C-73

Hon. Joel R. Wohlfeil

Action Filed: 10/07/2020

1 The Motion for Approval of PAGA Settlement came on for regularly noticed hearing on
2 March 3, 2023, before the Hon. Joel R. Wohlfeil, in Department C-73 of the above-entitled Court,
3 as set forth in the Parties' PAGA Settlement Agreement ("Agreement" or "PAGA Settlement").
4 Having considered the Agreement, and Memorandum of Points and Authorities filed in Support
5 of the Motion for Approval of PAGA Settlement, the arguments and discussion of counsel for the
6 respective parties, the documents submitted in support therewith including, without limitation, the
7 Declarations submitted by the Parties, as well as all supporting legal authorities and documents
8 filed herein, and good cause appearing therefor, the court now finds and **IT IS HEREBY
ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

9 1. To the extent required by *Labor Code* § 2699(l), the Settlement and its terms
10 represent a reasonable and adequate settlement of highly disputed claims to Plaintiffs William
11 Dennis O'Grady and Harold Thomas (collectively "Plaintiffs"), the "PAGA Members" (as the
12 term is defined in the PAGA Settlement), the State of California, Plaintiffs' counsel, and Defendant
13 Team Car Care, LLC ("Defendant"), and is approved.

14 2. Defendant shall pay the "Gross Settlement Amount" (as the term defined in the
15 Settlement) in the amount of \$435,000.00 pursuant to the terms of the Agreement. The Gross
16 Settlement Amount includes: (a) Attorney fees in the amount of \$145,000.00 and litigation costs
17 up to \$20,000.00; (b) A General Release Payment to each Plaintiff in the amount of \$15,000.00;
18 (c) "PAGA Penalties Fund" (as the term defined in the PAGA Settlement) payable to the PAGA
19 Members and the Labor and Workforce Development Agency ("LWDA") in the amount of
20 \$220,000; and (d) Third-Party Settlement Administration Fees of up to \$20,000.00 to administer
21 the settlement, in accordance with the procedure as mentioned in the Settlement. If IRS reporting
22 of the distribution to the PAGA Members is required, the amount paid shall be reflected as a
23 payment of penalties and not as wages.

24 3. The Parties are to bear their own costs, except as otherwise provided in the
25 Agreement.

26 4. The allocation of the Settlement payment among the Plaintiffs, the PAGA
27 Members, the State of California, the Settlement Administrator and Plaintiffs' counsel is fair, just,
reasonable, adequate, and equitable to all concerned, and is approved to the extent required under
Labor Code § 2699(l).

1 5. The PAGA Settlement is approved on the terms stated in the Agreement.

2 6. The Court finds that the Notice of PAGA Settlement fully and accurately informs
3 the PAGA Members of all material terms of the Settlement. The Notice of PAGA settlement is
4 attached to this Order as Exhibit 1.

5 7. By this Judgment, and as of an subject to the occurrence of the Effective Date, each
6 of the PAGA Members shall be deemed to have, and by operation of the Judgment shall have,
7 fully, finally, and forever released, relinquished, and discharged all Released Claims, as defined
8 in the Agreement. Specifically, the claims fully released and forever discharged by the LWDA
9 and the PAGA Members, including Plaintiffs, constitute any and all claims, rights, demands,
10 liabilities and causes of action for civil penalties Plaintiffs, the PAGA Members, and the State of
11 California may have against the Released Parties under the PAGA that arose during the PAGA
12 Period, based on the factual allegations pled in the operative complaint in the Action under the
13 California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal
14 law arising from allegations that the PAGA Members suffered Labor Code violations based on,
15 and any other Labor Code violations that were alleged in the Action, or that could have been
16 alleged in the Action based on the facts alleged in the Action, which includes, but is not limited
17 to, alleged violations of Labor Code sections, and 2698 et seq. with respect to the following claims:
18 (a) failure to pay all overtime wages (*Labor Code* sections 510-515, 558, 1194 and 1198); (b)
19 failure to pay all wages and/or minimum wages for all hours worked (*Labor Code* sections 221,
20 225.5, 351, 1770-1774 et seq., 1194, 1197, and 1198 IWC Wage Order sections 2, 3 and 4); (c)
21 failure to provide proper meal periods or pay penalties for such failure (*Labor Code* sections 1198,
22 226.7, 512, 558 and 558.1 and IWC Wage Order section 11); (d) failure to authorize and permit
23 rest periods or pay penalties for such failure (*Labor Code* sections 1198, 226.7 and IWC Wage
24 Order section 12); (e) failure to furnish accurate wage statements (*Labor Code* sections 226 and
25 226.3); (f) failure to reimburse employees for business expenses (*Labor Code* section 2802); (g)
26 failure to timely pay final wages and wages during employment (*Labor Code* sections 200-204
27 and 210); (h) misclassification (*Labor Code* section 226.8); (i) unfair business practices (*Business
and Professions Code* sections 17200, et seq.) and (j) violations of the California Private
Attorneys' General Act of 2004 (*Labor Code* section 2698, et. seq., 2699, 2699.3 and 2699.5)
including any related claims for attorneys' fees, costs, penalties or interest resulting therefrom
from September 24, 2019 through the date of approval ("PAGA Released Claims").

1 The PAGA Released Claims shall specifically include all civil penalties or other amounts
2 which are or may be available under or through the PAGA based on the facts that were alleged in
3 the operative complaint filed in the Action, and/or predicated on any violation of the Labor Code,
4 Wage Orders, regulations, and/or any other provisions of state and federal law asserted in the
5 operative complaint filed in the Action, inclusive of all PAGA Members and the PAGA Members'
6 attorneys' fees and costs. As to the foregoing claims, Plaintiff and PAGA Members release PAGA
7 civil penalties recoverable under any theory of liability upon which such civil penalties under the
8 PAGA could have been recovered based upon the factual and legal allegations in the operative
9 complaint filed in the Action. The "Released Parties" are Team Car Care, LLC and its present and
10 former agents, attorneys, insurers, past, present and future divisions, affiliates, any DBAs,
11 predecessors, successors, shareholders, officers, directors, managers, employees, trustees,
12 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
13 subsidiaries, including Team Car Care West, LLC, privies, and/or any and all persons and/or
14 corporate entities acting by, through, under or in concert with any of them (hereinafter "Released
15 Parties").

16 8. Judgment in this matter is entered in accordance with, and incorporates by
17 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
18 terminate this action, this judgment will terminate this action.

19 9. The PAGA Settlement is not an admission by Defendant, or any of the "Released
20 Parties" (as the term is defined in the Settlement), nor is this judgment a finding of the validity of
21 any allegations or of any wrongdoing by Defendant or the Released Parties. Neither this judgment,
22 the Agreement, nor any document referred to therein, nor any action taken to carry out the PAGA
23 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
24 omission, concession, or liability whatsoever by or against Defendant or the Released Parties.

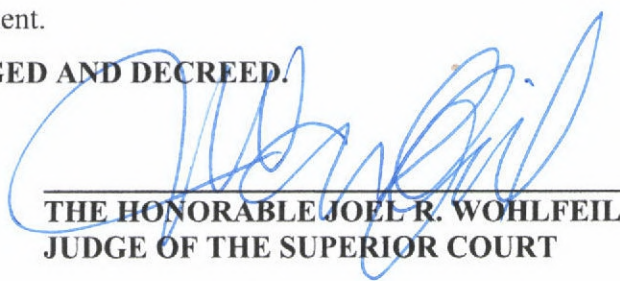
25 10. The PAGA Settlement shall be binding on Plaintiffs, all PAGA Members, and the
26 State of California, who are hereby barred from re-litigating any of the claims released by the
27 Settlement. Any PAGA Member covered by the Agreement is further hereby permanently
enjoined and forever barred from instituting or prosecuting any action against Defendant or any
other Released Party for with any Claim released by this Agreement.

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1 11. Pursuant to *Code of Civil Procedure* section 664.6 the Court shall retain exclusive
2 and continuing jurisdiction over the above-captioned action and the parties for purposes of
3 enforcing the terms of the PAGA Settlement.

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

5 **DATED:** 3-3-23

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8 **THE HONORABLE JOEL R. WOHLFEIL**
9 **JUDGE OF THE SUPERIOR COURT**