

1 ANTHONY J. ORSHANSKY (SBN 199364)
anthony@counselonegroup.com
2 JENNIFER L. CONNOR (SBN 241480)
jennifer@counselonegroup.com
3 JUSTIN KACHADOORIAN (SBN 260356)
justin@counselonegroup.com
4 **COUNSELONE, PC**
9301 Wilshire Boulevard, Suite 650
5 Beverly Hills, California 90210
Telephone: (310) 277-9945
6 Facsimile: (424) 277-3727

7 Attorneys for Plaintiff Gregorio Rodriguez, on behalf of
himself and others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF MERCED**
12

13 GREGORIO RODRIGUEZ, on behalf of
himself and others similarly situated,
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15 Plaintiff,
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17 v.
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19 CAVT, LLC, a Delaware limited liability
company, doing business as Cerritos Nissan;
20 BWNVT Motors, a Delaware limited liability
company, doing business as Serramonte Ford;
21 FFBH Motors, LLC, a Delaware limited
liability company, doing business as Frontier
22 Ford; MVVT Motors, LLC a Delaware limited
liability company, doing business as South
County Lexus; and DOES 1 through 100,
inclusive,
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24 Defendants.
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Case No.: 21CV-03890

Assigned for all purposes to:
Hon. Brian L. McCabe, Dept. 8

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE'S ENHANCEMENT
AWARD**

Final Approval Hearing

Date: September 22, 2022
Time: 8:15 a.m.
Courtroom: 8

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

FILED
2022 SEP 26 AM 11:09
CLERK OF THE SUPERIOR COURT
BY *Kuchell Aguilar*

1 **WHEREAS**, this matter came on for hearing on September 22, 2022, at 8:15 a.m. before
2 the Honorable Brian L. McCabe in Courtroom 8 of the Merced County Superior Court, located at
3 627 W. 21st Street, Merced, California 95340, upon the motion of Plaintiff Gregorio Rodriguez
4 (“Plaintiff” or “Class Representative”) for final approval of the settlement set forth in the Stipulation
5 of Class and Representative Action Settlement (“Settlement Agreement”) (attached as **Exhibit “A”**
6 to the Declaration of Anthony J. Orshansky filed in support thereof). Full and adequate notice having
7 been given to the Class as required in the Court’s Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings held herein and otherwise being fully informed and good
9 cause appearing therefore,

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

11 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
12 forth in the Settlement Agreement.

13 2. The Court has jurisdiction over this matter and venue is proper.

14 3. The Court finds that this action is properly maintained as a class action, for settlement
15 purposes only, pursuant to California Code of Civil Procedure § 382 and California Rule of Court
16 3.769.

17 4. For settlement purposes only, the “Settlement Class” or “Settlement Class
18 Member(s)” shall mean:

19 All current and former non-exempt employees, including employees paid hourly and
20 employees paid, in whole or part, on a commission basis, who worked for Defendants
21 and/or their predecessors or merged entities, within the State of California during the
Class Period, who have not submitted a timely and valid request for exclusion from
the settlement.

22 5. After distribution of the Court-approved Notice of Pendency of Class and
23 Representative Action Settlement (“Class Notice”), and a forty-five (45) day period to submit
24 disputes, requests for exclusion, or objections, the Settlement Administrator reports that response
25 from the Class Members resulted in no objections and only one request for exclusion from Maggie
26 Martinez Perkins Ordaz.

27 6. CounselOne, P.C. is appointed Class Counsel.

28 7. Named Plaintiff Gregorio Rodriguez is appointed Class Representative.

1 8. The Court approves CPT Group, Inc. as the Settlement Administrator.

2 9. The Court finds that the Class Notice as mailed to Class Members by the Settlement
3 Administrator was the best notice practicable under the circumstances. The Class Notice provided
4 adequate notice of the proceedings and of the matters set forth therein, including the proposed terms
5 of settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said
6 Class Notice fully satisfied the requirements of the law and the requirements of due process.

7 10. The Court finds that the Settlement Agreement is fair, adequate, and reasonable to
8 the Settlement Class Members and PAGA Group Members, is in the best interest of the Settlement
9 Class Members and PAGA Group Members, has been entered into in good faith, and should be
10 finally approved. More specifically, the Court finds that the settlement was reached following
11 meaningful discovery and investigation conducted by Class Counsel, that the settlement is the result
12 of informed, adversarial, and arm's-length negotiations between the Parties, and that the terms of
13 the settlement are fair, adequate, and reasonable. In so finding, the Court has considered all of the
14 evidence presented, including evidence regarding the strength of the Plaintiff's case, the risk,
15 expense, and complexity of the claims presented, the likely duration of further litigation, the amount
16 offered in the settlement, the extent of investigation and discovery completed, and the experience
17 and views of Class Counsel. The Court considers the absence of any objections as a favorable
18 response from Class Members. The settlement represents a fair resolution of all claims asserted on
19 behalf of Plaintiff, Settlement Class Members, and PAGA Group Members, and fully and finally
20 resolves all such claims.

21 11. The Court hereby approves the settlement set forth in the Settlement Agreement and
22 finds that it is, in all respects, fair, adequate, and reasonable, and directs the Parties and the
23 Settlement Administrator to effectuate the settlement according to its terms. The Court finds that
24 the settlement has been reached as result of intensive, serious and non-collusive arm's-length
25 negotiations. The Court finds that the Parties have conducted extensive investigation and research,
26 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
27 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
28 and risks that would be presented by the further prosecution of this action. The Court has noted the

significant benefits to the Settlement Class Members and PAGA Group Members under the settlement.

12. As of the Effective Date, Plaintiff and all Class Members who did not submit valid requests for exclusion from the settlement (the Settlement Class Members), for the period from November 24, 2017 through March 31, 2022, will release and forever discharge Defendants, and their former and present parents, officers, directors, shareholders, employees, agents, attorneys, subsidiaries, divisions, assigns, predecessors, successors, insurers, and all of their respective successors, subsidiaries, assigns, or legal representatives (the Released Parties), from the Settlement Class Members Released Claims during the Class Period. The Settlement Class Members Released Claims include all wage and-hour claims contained in the operative complaint in the Lawsuit, or that could have been asserted in the Lawsuit based on the facts alleged by Plaintiff in the operative complaint during the Class Period. The Settlement Class Members Released Claims include all claims based on allegations for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) non-compliant meal periods and/or failure to make premium payments thereon; (4) non-compliant rest breaks and/or failure to make premium payments thereon; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages in a timely manner and upon separation of employment; (7) failure to reimburse business expenses; (8) failure to keep accurate and complete payroll records; and (9) unfair business practices related to the Settlement Class Members Released Claims.

13. Notwithstanding the foregoing, all Class Members, whether or not they submit a request for exclusion from the settlement, employed by Defendants during the PAGA Period (the PAGA Group Members), will receive a PAGA payment and will no longer be able to seek penalties pursuant to the PAGA, for the period from October 23, 2019 through March 31, 2022, arising from any and all claims alleged in the operative complaint filed in the Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff in the operative complaint filed in the Lawsuit ("PAGA Group Members Released Claims").

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1 14. The Court orders that, upon the date of final approval by the Court of this settlement,
2 the settlement shall be the exclusive remedy for any and all released claims as to each and every
3 Settlement Class Member and PAGA Group Member.

4 15. Defendants shall pay the non-reversionary amount of \$1,800,000 ("Gross Settlement
5 Amount") to fund the settlement. The Gross Settlement Amount shall be inclusive of all settlement
6 payments to Settlement Class Members, the Enhancement Payment to the Class Representative, the
7 Administration Costs to the Settlement Administrator, the Attorneys' Fees and Costs to Class
8 Counsel, and the Private Attorneys General Act ("PAGA") Payment, including payment to PAGA
9 Group Members and to the California Labor and Workforce Development Agency ("LWDA") for
10 civil penalties pursuant to statute.

11 16. The requested award of attorneys' fees to Class Counsel in the amount of \$630,000
12 is approved as fair, adequate, and reasonable.

13 17. The requested award of litigation costs of \$15,116.10 to Class Counsel for
14 reimbursement of expenses is approved as fair, adequate, and reasonable.

15 18. The enhancement award payment in the amount of \$10,000 to Class Representative
16 Rodriguez is approved as fair and reasonable compensation for the Class Representative's efforts in
17 initiating this action, the time and effort involved, the benefits conferred on the Settlement Class
18 and PAGA Group Members, and the risks assumed by him.

19 19. The Court finds that the PAGA Payment—of which 75% (or, \$150,000) is allocated
20 for payment to the LWDA for civil penalties pursuant to statute and 25% (or, \$50,000) is to be
21 distributed to all PAGA Group Members—is fair, adequate, and reasonable, and orders the
22 Settlement Administrator to distribute this payment in conformity with the terms of the Settlement
23 Agreement.

24 20. The Court approves the costs of the Settlement Administrator, CPT Group, Inc., in
25 the amount of \$20,000 for the notification and settlement administration services it performed in
26 connection with this action.

27 21. The Court orders that within ten (10) business following the Court's Final Approval
28 Order, Defendants shall fully fund the settlement with the Settlement Administrator.

22. Within ten (10) calendar days after Defendants fully fund the settlement, the Settlement Administrator shall distribute payments as follows: (i) payment of the Enhancement Payment to Plaintiff as the Class Representative; (ii) payment of the LWDA Payment to the Labor and Workforce Development Agency ("LWDA"); (iii) payment of Individual Settlement Payments to Settlement Class Members and PAGA Group Members; (iv) payment of Attorneys' Fees and Costs to Class Counsel; and (v) payment of Administration Costs to the Settlement Administrator.

Based on the foregoing Order the Court enters the following Judgment:

Judgment

Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h). Without affecting the finality of this Order and further pursuant to Rule 3.769(h), the Court retains exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting, and enforcing this Order and the Settlement Agreement.

IT IS SO ORDERED.

Dated: 9-22-22

 Judge Pro Tem
Hon. ~~Brian L. McCabe~~ Peter MacLarey
Judge of the Superior Court