

DEC 03 2024

David W. Slayton, Executive Officer/Clerk of Court

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CHRIS WILSON, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

FOX HILLS AUTO, INC. D/B/A
AIROPORT MARINA FORD, a California
corporation; NOARUS AUTO GROUP, an
unknown business entity; AIRPORT
MARINA HONDA, an unknown business
entity; MARINA DEL REY TOYOTA, an
unknown business entity; TOYOTA PLACE,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20TRCV00958

Honorable Ronald F. Frank
Department 8

**[REDACTED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Travis J. Maher); and
Declaration of Plaintiff (Chris Wilson) filed
concurrently herewith]

Date: December 3, 2024
Time: 8:30 a.m.
Department: 8

Complaint Filed: December 30, 2020
Trial Date: None Set

**[REDACTED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Ronald F. Frank in Department 8 of the Superior Court
2 of the State of California, for the County of Los Angeles, on December 3, 2024 at 8:30 a.m., on Plaintiff
3 Chris Wilson's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and
5 Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared
6 for Plaintiff and Bishton-Gubernick appeared for Defendant Fox Hills Auto, Inc. dba Airport Marina Ford,
7 et al. ("Defendant").

8 On or around October 31, 2024, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Travis J. Maher and Plaintiff Chris Wilson, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
21 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
22 action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
25 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
26 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
27 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
28 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action ("Action").

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California during the PAGA Period ("Aggrieved Employees").

7 7. The Court finds that the Parties reached the Settlement as a result of arm's-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$325,000.00) less the approved Attorneys' Fees and Costs
13 to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
14 Administration Costs to Phoenix Settlement Administrators (the "PAGA Settlement Administrator").
15 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
16 Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
17 Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the
18 Settlement Agreement.

19 9. The Court has considered the Settlement, and the monetary allocations provided thereby, and
20 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
21 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
22 with, this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$113,750.00 to Plaintiff's Counsel for attorneys' fees.
24 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
25 Order and Judgment and the Settlement Agreement.

26 11. The Court approves the payment of \$10,196.39 to Lawyers *for* Justice, PC for reimbursement
27 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1. The purpose of this document is to provide information regarding the security of the information contained herein.

2. This document is classified "CONFIDENTIAL" and "EXCLUDED FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION".

3. The information contained herein is for the use of authorized personnel only and should be handled accordingly.

4. This document is to be stored in a secure location and access should be restricted to authorized personnel only.

5. The information contained herein is to be used for the purpose of maintaining the security of the information contained herein.

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7. The information contained herein is to be used for the purpose of maintaining the security of the information contained herein.

8. This document is to be stored in a secure location and access should be restricted to authorized personnel only.

9. The information contained herein is to be used for the purpose of maintaining the security of the information contained herein.

10. This document is to be reviewed and updated as necessary to ensure the security of the information contained herein.

1 12. The Court approves payment in the amount of \$5,000.00 to Plaintiff Chris Wilson for his
2 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Court approves payment up to the amount of \$10,000.00 to ILYM Group, Inc. for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
6 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT A**," and the PAGA
11 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
12 it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual
13 Settlement Share").

14 16. No later than fourteen (14) calendar days after the Settlement Effective Date, Defendant shall
15 provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this
16 Order and Judgment and the Settlement Agreement.

17 17. Subject to the Court's order granting approval of the Settlement, payment shall be made by
18 Defendant transmitting the required sums to a qualified settlement account established by the PAGA
19 Settlement Administrator for administration of this Settlement on the Settlement Effective Date. If the
20 Settlement Effective Date falls on a Saturday, Sunday or legal holiday in the State of California, then the
21 due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the
22 State of California.

23 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
24 the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail
25 the agreed-upon Cover Letter and Individual Settlement Share checks to all Aggrieved Employees and
26 distribute the LWDA Payment to the LWDA, General Release Fee to Plaintiff, Settlement Administration
27 Costs to itself, and the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by
28 Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

1 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
2 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
3 cancelled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the
4 name of the Aggrieved Employee(s) at issue and in the amount of his or his respective Individual Settlement
5 Share(s).

6 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
7 the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the
8 rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect
9 to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged
10 Released Parties, to the fullest extent permitted by law, of and from the Action and from the Released
11 Claims.

12 21. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
13 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees,
14 attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their
15 employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans
16 and programs.

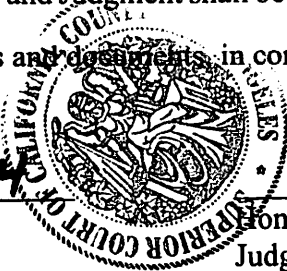
17 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
18 penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and
19 costs available under PAGA, based on or arising out of the factual allegations in the Operative Complaint,
20 including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide
21 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated
22 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,
23 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
24 records, and failure to reimburse necessary business-related expenses and costs, in violation of California
25 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
26 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders
27 4-2001 and 7-2001.

1 23. "PAGA Period" means the period from October 15, 2019 to either (1) approval, or
2 alternatively, (2) the Alternate End Date, which is the date when the total pay periods for the Aggrieved
3 Employees total 10,811.

4 24. No individualized notice of this Order and Judgment is required to be provided to the
5 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
6 established for the filing of notices and documents in conformity with California Labor Code § 2699(1)(3).

7
8 Date:

Dec 3, 2024



Honorable Ronald F. Frank
Judge of the Los Angeles Superior Court