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Attorneys for Plaintiff MOHAMMAD ALAVICHEH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

MOHAMMAD ALAVICHEH; an individual,
on behalf of himself and on behalf of other
Aggrieved Employees and the State of
California,

Plaintiff,

v.

SUBURBAN BUICK GMC CADILLAC,
LLC., a Michigan Limited Liability Company;
and DOES 1-50, Inclusive,

Defendant.

Case No: 30-2021-01181315-CU-OE-CXC

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: September 2, 2022
Hearing Time: 1:30 p.m.

Dept.: CX101
Judge: Glenda Sanders

Action Filed: January 27, 2021

1 Plaintiff Mohammad Alavicheh (“Plaintiff”) moves for approval of the settlement of
2 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”),
3 pursuant to California Labor Code § 2699(1), against Defendant Suburban Buick GMC Cadillac,
4 LLC. (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as private attorney generals with respect to the PAGA claims
7 being released under the terms of the Settlement Agreement and Limited Release (“Settlement
8 Agreement”). The California Labor Workforce Development Agency was provided with notice of
9 the settlement and the motion for approval of the settlement via its online process and no objection
10 has been received to the settlement or the motion from the Labor Workforce Development Agency.
11 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the Settlement Sum to
12 be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the
13 Court. The settlement provides for a Settlement Sum in the total sum of \$120,000, which includes
14 the Net PAGA Payment, Plaintiff’s Counsel attorneys’ fees in the amount of \$40,000, Plaintiffs’
15 Counsel litigation expenses in the amount of \$15,000 and a Settlement Administrator Fee in an
16 amount not to exceed \$3,000. The Net PAGA Payment is the amount remaining from the Settlement
17 Sum after the deduction of the Settlement Administration Fee, Plaintiff’s Counsel’s Fee Amount
18 and Plaintiff’s Counsels’ Cost Amount. The Settlement Administrator will be Atticus
19 Administration, LLC. The Court approved the Settlement Sum and the distributions of the
20 Settlement Sum as set forth above.

21 The Court, having reviewed the evidence and papers submitted and argument of counsel,
22 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
23 PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall be
24 allocated and paid out as set forth in the Settlement Agreement.

25 The “Aggrieved Employees” are defined as “all individuals who worked for Defendant as
26 non-exempt employees in California during the PAGA Period.” The “PAGA Period” is the period
27 from November 18, 2019 through February 28, 2022. Upon entry of Judgment and funding in full
28 of the Settlement by Defendant, the Released Parties shall be entitled to a release from the State of

1 California and the Plaintiff as to all PAGA claims alleged in the operative complaint which occurred
2 during the PAGA Period. (“Released Claims”).

3 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
4 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
5 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
6 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
7 the distribution of settlement benefits.

8 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

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11 DATED: _____, 2022

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15 THE HONORABLE GLENDA SANDERS
16 JUDGE OF THE SUPERIOR COURT
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