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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN MATEO**

9 SEYED RAMIN ASBAGHI, individually, and on
10 behalf of other aggrieved employees pursuant to
11 the California Private Attorneys General Act;

12 Plaintiff,

13 vs.

14 PUTNAM CHEVROLET CADILLAC, INC., a
15 California corporation;
16 CHEVROLET CADILLAC, LLC, a California
17 limited liability company; PUTNAM GM, an
18 unknown business entity; and DOES 1
19 through 100, inclusive,

20 Defendants.

Case No.: 21-CIV-04343

Honorable Jeffrey R. Finigan
Department 24

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT**

[Notice of Motion and Renewed Motion for
Approval of Private Attorneys General Act (Cal.
Labor Code § 2698, *Et Seq.*) Settlement Agreement;
Declaration of Plaintiff (Seyed Ramin Asbaghi);
Declaration of Plaintiff's Counsel (Vartan
Madoyan); Declaration of Settlement Administrator
(Denise Islas) filed concurrently herewith]

Date: August 8, 2025
Time: 2:00 p.m.
Department: 24

Complaint Filed: August 12, 2021
Trial Date: None Set

1 This matter has come before the Honorable Jeffrey R. Finigan in Department 24 of the Superior
2 Court of the State of California, for the County of San Mateo, on August 8, 2025 at 2:00 p.m., on Plaintiff
3 Seyed Ramin Asbaghi (“Plaintiff”) Renewed Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement (“Motion for Approval of Settlement”). Lawyers for
5 Justice, PC appeared for Plaintiff and Fine, Boggs & Perkins appeared for Defendant Putnam Chevrolet
6 Cadillac, LLC (“Defendant”).

7 Plaintiff and Defendant (together, the “Parties”) executed the Amendment No. 1. To Private
8 Attorneys General Act Settlement Agreement and Limited Release, (together with the Private Attorneys
9 General Act Settlement Agreement and Limited Release is referred to as “Settlement,” “Agreement,” or
10 “Settlement Agreement”).

11 The Court has reviewed and considered (1) the Renewed Motion for Approval of Settlement, (2)
12 the Declaration of Plaintiff’s Counsel Vartan Madoyan, Declaration of Plaintiff Seyed Ramin Asbaghi,
13 and the Declaration of the Settlement Administrator Denise Islas, and (3) the Settlement 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. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
20 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with
21 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
22 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
23 Code § 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

27 5. The PAGA Employees covered under the Settlement consist of the following individuals
28 employed during the PAGA Period of November 19, 2019 to May 31, 2023:

1 All current and former hourly-paid or non-exempt employees who
2 were employed by Defendant within the State of California,
3 including but not limited to such employees who earned
4 commissions/shift differentials/non-discretionary bonuses/non-
5 discretionary performance pay which were not used to calculate the
6 correct regular rate of pay used to calculate the overtime rate
7 (“Aggrieved Employees in Subgroup A”), and all current and
8 former salaried internet sales managers, internet directors, vehicle
9 salespersons, or persons who held similar job titles and/or
10 performed similar job duties, misclassified as “exempt” who were
11 employed by Defendant within the State of California (“Aggrieved
12 Employees in Subgroup B”) (Aggrieved Employees in Subgroup A
13 and Aggrieved Employees in Subgroup B, collectively hereinafter
14 referred to as the “PAGA Employees”)

15 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
16 negotiations.

17 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
18 for payment of penalties under PAGA (“Net PAGA Settlement Fund”), and determines that it is fair, just,
19 reasonable, and adequate. The Court hereby approves the Net PAGA Settlement Fund. The Net PAGA
20 Settlement Fund shall be the Gross Settlement Fund (\$570,000.00 subject to potential escalation pursuant
21 to the Settlement Agreement’s escalator clause) less the approved Attorneys' Fees and Costs to Lawyers
22 for Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement Administration
23 Costs to Simpluris, Inc. (the “Settlement Administrator”). Seventy-five percent (75%) of the Net PAGA
24 Settlement Fund shall be distributed to the LWDA (“LWDA PAGA Payment”) and twenty-five percent
25 (25%) of the Net PAGA Settlement Fund shall be distributed to the PAGA Employees (“PAGA
26 Employees Fund”) in accordance with this Order and Judgment and the Settlement Agreement.

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

9. The Court approves the payment of 40% of the Gross Settlement Fund to Lawyers for
Justice, PC for attorneys’ fees. This amount shall be paid from the Gross Settlement Fund and shall be
disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 10. The Court approves the payment of \$11,386.86 to Lawyers for Justice, PC for
2 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the
3 Gross Settlement Fund and shall be disbursed in accordance with this Order and Judgment and the
4 Settlement Agreement.

5 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Seyed Ramin Asbaghi
6 for his General Release Fee. This amount shall be paid from the Gross Settlement Fund and shall be
7 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

8 12. The Court approves payment to Simpluris of \$2,750.00 for its administration expenses.
9 This amount shall be paid from the Gross Settlement Fund and shall be disbursed in accordance with this
10 Order and Judgment and the Settlement Agreement.

11 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
12 Judgment and the Settlement Agreement.

13 14. The Court further finds that notice of the Settlement need not be provided to the PAGA
14 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the
15 Settlement Administrator shall distribute the Cover Letter to the PAGA Employees at the same time that it
16 distributes payments to PAGA Employees for their share of the PAGA Employees Fund (“PAGA
17 Employee Fund”).

18 15. No later than twenty (20) calendar days after the Effective Date, Defendant will provide the
19 Settlement Administrator with the PAGA Employees List, in accordance with this Order and Judgment
20 and the Settlement Agreement.

21 16. No later than Tuesday, December 2, 2025 or twenty (20) calendar days of the date of this
22 Effective Date, Defendant shall deposit the Gross Settlement Fund (including any potential escalated
23 amount) into a qualified settlement account established, by the Settlement Administrator for
24 administration of the Settlement in accordance with this Order and Judgment and the Settlement
25 Agreement.

26 17. No later than twenty (20) calendar days after receipt of the PAGA Employees List and after
27 Defendant fully funds the Gross Settlement Fund, the Settlement Administrator shall distribute the LWDA
28 PAGA Payment to the LWDA, PAGA Employee Fund checks and Cover Letters to PAGA Employees,

1 the General Release Fee to Plaintiff, the Settlement Administration Costs to itself, the approved attorneys'
2 fees to Plaintiff's Counsel, and the approved litigation costs to Plaintiff's Counsel, unless it is instructed
3 otherwise by Plaintiffs' Counsel, as provided for by this Order and Judgment and the Settlement
4 Agreement.

5 18. The PAGA Employee Fund checks issued to PAGA Employees shall remain valid and
6 negotiable for one hundred eighty days (180) calendar days, and thereafter, the uncashed funds shall be
7 paid to the *cy pres* recipient "California Court Appointed Special Advocate (CASA) Program" chosen by
8 the Parties in the name of the PAGA Employees for whom the funds are designated.

9 19. Upon the Effective Date and full funding of all payments described herein, the LWDA and
10 Plaintiff, shall fully release and forever discharge claims for civil penalties under PAGA as plead or that
11 could have been plead arising out of the same operative facts set forth the Complaint or the predicate
12 PAGA letter arising during the PAGA Period ("Released Claims").

13 20. Such claims for Civil Penalties include, but are not necessarily limited to, claims predicated
14 upon the alleged violation of Labor Code section 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
15 1197, 1197.1, 1198, 2800, 2802, and 2699, and IWC Wage Order 7-2001 ("PAGA") as well as any
16 interest, fees, and costs available under PAGA, based on the factual allegations in the Operative
17 Complaint, including but not limited to, for failing to pay overtime and minimum wages, failure to provide
18 meal and rest periods, failing to timely pay wages during employment and upon termination of
19 employment, failing to provide complete and accurate wage statements, failing to keep complete and
20 accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

21 21. "Released Parties" means Defendant and its past, present, and future parents, affiliated
22 companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders,
23 consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers,
24 investors, directors, executives, trustees, agents, executive-level employees, attorneys, representatives, and
25 any other persons or entities acting on behalf of or in concert with any of the foregoing, including, but
26 expressly not limited to Putnam Chevrolet Cadillac, Inc.

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

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6 Date: _____

7 Honorable Jeffrey R. Finigan
8 Judge of the San Mateo Superior Court
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EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment re *Asbaghi v. Putnam Chevrolet Cadillac, LLC*, San Mateo County Superior Court Case No. 21-CIV-04343

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Allocation of PAGA Employees’ Fund”). This check is your payment from the settlement in the lawsuit entitled *Asbaghi v. Putnam Chevrolet Cadillac, LLC*, San Mateo County Superior Court Case No. 21-CIV-04343 (the “Action”).

The lawsuit was filed on August 12, 2021 by Seyed Ramin Asbaghi (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on November 3, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, and then an amended LWDA letter on November 19, 2020, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001, 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-811564-20 (the “PAGA Notice”).

Putnam Chevrolet Cadillac, LLC (“Defendant”) denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant. On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all Aggrieved Employees, which is defined to include two classes of individuals: (1) current or former hourly-paid or non-exempt employees of Defendant between November 19, 2019 and May 31, 2023, who were employed in California; and (2) current or former employees of Defendant in California between November 19, 2019 and May 31, 2023 who were salaried internet sales managers, internet directors, vehicle salespersons, or persons who held similar job titles and/or performed similar job duties, misclassified as exempt (“Aggrieved Employees”). The period from November 19, 2019 through May 31, 2023 is the “PAGA Period.”

You are receiving a portion of the settlement (Allocation of PAGA Employees’ Fund) because you have been identified as a PAGA Employee. Your Allocation of PAGA Employee’s Fund is based on the total number of semi-monthly pay periods (or their equivalent) that you worked for Defendant in California during the PAGA Period in proportion to the total number worked by all Aggrieved Employees. The Allocation of PAGA Employees’ Fund is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant and its past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, executive-level employees, attorneys, representatives, and any other persons or entities acting on behalf of or in concert with any of the foregoing, including, but expressly not limited to Putnam Chevrolet Cadillac, Inc.

“Released Claims” means those claims for civil penalties under PAGA that were plead or that could have been plead arising out of the same operative facts set forth in the Complaint or PAGA letter and arising during the PAGA Period. Such claims for civil penalties include, but are not necessarily limited to, claims predicated upon the alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1197, 1197.1, 1198, 2800, 2802, and 2699, and IWC Wage Order 7-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the *cy pres* recipient “California Court-Appointed Special Advocate (CASA) Program” chosen by the Parties in the name of the PAGA Employees for whom the funds are designated.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [redacted] at [toll-free phone number].