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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN MATEO**
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10 SEYED RAMIN ASBAGHI, individually, and on
11 behalf of other aggrieved employees pursuant to
12 the California Private Attorneys General Act;

13 Plaintiff,

14 vs.

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

21 Defendants.
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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 Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement; Declaration of
Plaintiffs' Counsel (Vartan Madoyan); and
Declaration of Plaintiff (Seyed Ramin Asbaghi) filed
concurrently herewith]

Date: October 11, 2024
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 October 11, 2024 at 2:00 p.m., on
3 Plaintiff Seyed Ramin Asbaghi ("Plaintiff") 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 Private Attorneys General Act
8 Settlement Agreement and Limited Release ("Settlement," "Settlement Agreement," or "Agreement").

9 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
10 Declarations of Plaintiff's Counsel Vartan Madoyan and Plaintiff Seyed Ramin Asbaghi, and (3) the
11 Settlement Agreement.

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

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

14 1. The Motion for Approval of Settlement is granted.
15 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
16 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
17 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
18 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
19 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
20 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
21 Code § 2699.3(a).

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

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

27 All current and former hourly-paid or non-exempt employees who
28 were employed by Defendant within the State of California,
including but not limited to such employees who eared
commissions/shift differentials/non-discretionary bonuses/non-

discretionary performance pay which were not used to calculate the correct regular rate of pay used to calculate the overtime rate (“Aggrieved Employees in Subgroup A”), and all current and former salaried internet sales managers, internet directors, vehicle salespersons, or persons who held similar job titles and/or performed similar job duties, misclassified as “exempt” who were employed by Defendant within the State of California (“Aggrieved Employees in Subgroup B”) (Aggrieved Employees in Subgroup A and Aggrieved Employees in Subgroup B, collectively hereinafter referred to as the “PAGA Employees”)

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

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

8. The Court has considered the Settlement, and the monetary allocations provided thereby, 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 \$228,000.00 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.

10. The Court approves the payment of \$11,386.86 to Lawyers for Justice, PC for reimbursement of litigation costs and expenses incurred in the Action. 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 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Seyed Ramin Asbaghi
2 for his General Release Fee. This amount shall be paid from the Gross Settlement Fund and shall be
3 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment to Simpluris of \$2,750 for its administration expenses. This
5 amount shall be paid from the Gross Settlement Fund and shall be disbursed in accordance with this Order
6 and Judgment and the Settlement Agreement.

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

9 14. The Court further finds that notice of the Settlement need not be provided to the PAGA
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the
11 Settlement Administrator shall distribute the Cover Letter to the PAGA Employees at the same time that it
12 distributes payments to PAGA Employees for their share of the PAGA Employees Fund (“PAGA
13 Employee Fund”).

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

17 16. No later than twenty (20) calendar days of the date of this Effective Date, Defendant shall
18 deposit \$570,000.00 into a qualified settlement account established, by the Settlement Administrator for
19 administration of the Settlement in accordance with this Order and Judgment and the Settlement
20 Agreement.

21 17. No later than twenty (20) calendar days after receipt of the PAGA Employees List and after
22 Defendant fully funds the Gross Settlement Fund, the Settlement Administrator shall distribute the LWDA
23 PAGA Payment to the LWDA, PAGA Employee Fund checks and Cover Letters to PAGA Employees,
24 the General Release Fee to Plaintiff, the Settlement Administration Costs to itself, the approved attorneys’
25 fees to Plaintiff’s Counsel, and the approved litigation costs to Plaintiff’s Counsel, unless it is instructed
26 otherwise by Plaintiffs’ Counsel, as provided for by this Order and Judgment and the Settlement
27 Agreement.
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1 18. The PAGA Employee Fund checks issued to PAGA Employees shall remain valid and
2 negotiable for one hundred eighty days (180) calendar days, and thereafter, shall be cancelled. Funds
3 associated with such cancelled checks shall be transmitted by the Settlement Administrator to the
4 California State Controller's Office Unclaimed Property Division, in the name of the PAGA Employees
5 whose check is cancelled.

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

10 20. Such claims for Civil Penalties include, but are not necessarily limited to, claims predicated
11 upon the alleged violation of Labor Code section 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
12 1197, 1197.1, 1198, 2800, 2802, and 2699, and IWC Wage Order 7-2001 ("PAGA") as well as any
13 interest, fees, and costs available under PAGA, based on the factual allegations in the Operative
14 Complaint, including but not limited to, for failing to pay overtime and minimum wages, failure to provide
15 meal and rest periods, failing to timely pay wages during employment and upon termination of
16 employment, failing to provide complete and accurate wage statements, failing to keep complete and
17 accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

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

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EXHIBIT 1

<<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>> (“Individual Settlement Share”). 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 and May 31, 2023 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share 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 Individual Settlement Share 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 State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

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 <<phone number>> at <<toll-free phone number>>.