


(SIGNATURE)

PLAINTIFF/PETITIONER: Seyed Ramin Asbaghi
 DEFENDANT/RESPONDENT: Putnam Chevrolet Cadillac, Inc., et al.

CASE NUMBER:
 21-CIV-04343 / Department 24

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

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- c. Name of person served:

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- d. Name of person served:

Street address:

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State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 17, 2025

Geoffrey Varas

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Electronically

FILED

By Superior Court of California, County of San Mateo

ON 09/12/2025

By /s/ Nelson, Ashlee

Deputy Clerk

Electronically
RECEIVED

9/4/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 21-CIV-04343

Honorable Jeffrey R. Finigan
Department 24

**REVISED [~~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
Madayan); Declaration of Settlement Administrator
(Denise Islas) filed July 17, 2025]

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(1)(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 31% of the Gross Settlement Fund (currently estimated
to be \$176,700.00) 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.

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

6 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Seyed Ramin Asbaghi
7 for his General Release Fee. This amount shall be paid from the Gross Settlement Fund and shall be
8 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

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

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

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

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

PAGA Payment to the LWDA, PAGA Employee Fund checks and Cover Letters to PAGA Employees, the General Release Fee to Plaintiff, the Settlement Administration Costs to itself, the approved attorneys' fees to Plaintiff's Counsel, and the approved litigation costs to Plaintiff's Counsel, unless it is instructed otherwise by Plaintiffs' Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

18. The PAGA Employee Fund checks issued to PAGA Employees shall remain valid and negotiable for one hundred eighty days (180) calendar days, and thereafter, the uncashed funds shall be paid 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.

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

20. Such claims for Civil Penalties include, but are not necessarily limited to, claims predicated upon the alleged violation of Labor Code section 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 ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failing to pay overtime and minimum wages, failure to provide meal and rest periods, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

21. "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.

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

23. On August 13, 2025, Plaintiff e-mailed the Revised [Proposed] Order to opposing counsel and no responses were received.

24. The Court adopts its August 8, 2025 tentative ruling which states the following:

Plaintiff's Unopposed Renewed Motion for Approval of PAGA Settlement Agreement and Amendment No. 1 thereto (Motion) is GRANTED subject to the parties accepting the following modifications:

- Attorneys' fees of \$176,700.00 will be authorized; and
- General Release Fee of \$5,000 will be authorized.

On 10.11.24 the Court denied a previous Motion to Approve Settlement without prejudice to address several issues identified in the Court's Order. The parties address the issues in the present Motion, but the added information still fails to justify the requested attorneys' fees and General Release Fee for the reasons explained herein.

In ruling on class action and PAGA settlements, the Court has a duty to independently determine whether a settlement is fair, reasonable, and adequate (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76 77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 66.) The trial court possesses a broad discretion to determine the fairness of the settlement, a discretion exercised through the application of a handful of identified criteria. Both the federal circuit courts and our Court of Appeal have adopted a mix of relevant considerations, including "[1] the strength of plaintiffs' case, [2] the risk, expense, complexity and likely duration of further litigation, [3] the risk of maintaining class action status through trial, [4] the amount offered in settlement, [5] the extent of discovery completed and the stage of the proceedings, [6] the experience and views of counsel, ... and [7] the reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Company* (1996) 448.Cal.App.4th 1794, 1801.) The list of factors is not exhaustive and "should be tailored to each case." (*Id.*, at p. 1801.) According to the *Dunk* court, "a presumption of fairness exists where: (1) the settlement is reached through arms-length

1 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
2 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”
3 (*Id.*, at p. 1802)

4 With the modifications noted above and discussed further herein, the Court finds that the PAGA
5 settlement is fair, reasonable, and adequate in view of PAGA’s purposes. The Court will only comment
6 further on items requiring modification. Additional matters not addressed herein, e.g. sufficient notice to
7 the LWDA and costs, are sufficiently supported by the Motion and accompanying documents.

8 According to the original Motion, it was estimated that there are approximately 141 aggrieved
9 employees (9.18.24 Madoyan Decl. ¶8.) the current Motion now contains two conflicting figures in that
10 regard of 141 and 192. (7.17.25 Madoyan Decl. ¶17 and 19, and Motion at p. 2, fn. 8.) The Court assumes
11 192 is the accurate, updated number based on ¶19 of the Madoyan Declaration. The proposed gross
12 settlement fund (GSF) is \$570, 000, though it may increase to \$586,000. (Madoyan Decl. ¶19.) The
13 settlement proposes a payment of \$240,272.35 to the California Labor and Workforce Development
14 Agency (i.e. 75% of the \$320,363.14 Net Settlement Fund). The remaining \$80,090.79 is proposed to be
15 distributed amongst the aggrieved employees. Simple math without considering the number of pay periods
16 each aggrieved employee works out to approximately \$417 per employee (\$80,090/192). The Motion also
17 sets forth various costs and proposed attorneys’ fees.

18 **ATTORNEY FEES**

19 Plaintiffs’ counsel request \$228,000.000 [*sic*] in fees, which represents 40% of the GSF. (Motion
20 at p. 7.) The court will approve attorneys’ fees of \$176,700.00, which represents 31%. The Court
21 recognizes it is not bound to apply a 25% benchmark, but nevertheless finds authority for that figure
22 persuasive and counsel has not set forth sufficient reasons to depart any further upward from that under
23 the circumstances of this case. (See *Benitez v. Western Milling, LLC* E.D. Cal., Jan 21, 2020, NO. 1:18-
24 CV-01484-SKO) 2020 WL 309200, at *11.) While a common fund fee is appropriate here, even a proper
25 common fund-based fee award should still be reviewed through a lodestar cross-check. In *Lafitte v. Robert*
26 *Half International* (2016) 1 Cal.5th 480, the Supreme Court endorsed the use of a lodestar cross-check as
27 a way to determine whether the percentage allocated is reasonable. The Supreme Court stated, “If the
28 multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court

1 should consider whether the percentage used should be adjusted so as to bring the imputed multiplier
2 within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at p.
3 505.)

4 A lodestar cross-check confirms the court’s awarded fee. (Weil & Brown, *California Practice*
5 *Guide, Civil Procedure Before Trial* (Rutter, June 2024 Update) at ¶ 14:145.2a: “[c]ourts often cross-
6 check fee awards using both methods; i.e., a lodestar approach as compared to a percentage of the
7 common fund approach.”) Plaintiffs’ counsel’s lodestar is \$238,170.00 based on 280.20 hours of attorney
8 time. (Motion at p. 13.) The lodestar amount “may be adjusted by the court based on factors including . . .
9 (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the
10 extent to which the nature of the litigation precluded other employment by the attorneys, (4) the
11 contingent nature of the fee award.” (*Center for Biological Diversity v. County of San Bernardino* (2010)
12 185 Cal.App.4th 866, 899, internal citations/quotations omitted.)

13 The Court finds the Plaintiffs’ lodestar is excessive for several reasons. (Madoyan Decl. Ex. 5.)
14 There is insufficient explanation for using a “blended rate” of \$850/hour. (Madoyan Decl. ¶48.) That rate
15 is at the high end for the most senior counsel and Plaintiff’s counsel’s firm used 5 different attorneys with
16 varying degrees of experience. (Madoyan 3 – 7.) The Court reviewed the Attorney Time and Task Chart
17 submitted with the Motion and also finds the hours excessive for several reasons. (Madoyan Decl. Exh. 5.)
18 The 30.5 hours spent with Plaintiff is more than Plaintiff’s own Declaration claims, i.e. 28 at most (but
19 Court finds only 20 are justified.) Over 1.5 hours to review the Answer, which was simply 7 pages of
20 boilerplate affirmative defenses, is excessive. Over an hour to prepare the 11.24.21 CMC Statement,
21 which was simply the CM-110 Judicial Council form with a few boxes checked and some minimal text
22 added, is certainly excessive. Similarly, reviewing Defendant’s concurrent CMC Statement should not
23 have taken more than 30 seconds. The 21.50 hours claimed for drafting/reviewing correspondence and
24 meeting and conferring with opposing counsel is too vague and fails to explain how it does not duplicate
25 other entries for those same tasks. Ninety-eight (98) hours to prepare for the mediation is excessive
26 without a further breakdown. Last, not only does 21.50 hours for the original Motion for Approval seem
27 Excessive, but even assuming it was necessary, another 20.50 hours on simply amending the current
28 Motion to address the Court’s concerns is excessive. It is also noteworthy that one of the most important

tasks, evaluating the evidence produced by the Defendant related to Plaintiff's allegations, took only 6.5 hours.

The court acknowledges the contingent risk of the matter and the fairness of the settlement amount achieved in relation to the strength of the claims. Nevertheless, the case does not appear to be particularly challenging among PAGA cases – there is always a chance that a Plaintiff will not prevail on the claims and that civil penalties will be reduced. The investigation, volume of information obtained, and analysis of that information seems to be fairly routine for PAGA cases. Further, although several years old, the case settled rather efficiently. The case was originally filed on 8.12.21 with an Answer filed on 10.28.21. The case was relatively idle – for purposes of litigation before this Court – thereafter until a one-day mediation on 4.12.23. (Madoyan Decl. ¶13.) The Joint Notice of Settlement was then filed on 4.26.23. It has since taken over 2 years to get to this point of finalizing the settlement documents. The absence of protracted litigation, discovery, and motion work is a factor to consider when setting reasonable fees. Based on review of the lodestar, as adjusted by the Court, the court finds that \$176,700.00 is the appropriate amount to award in fees. Without timesheets, the Court cannot specify a more appropriate lodestar cross-check, but assuming a generous 85% of the hours are supportable and using a more reasonable, yet still slightly high, blended rate of \$750/hour leads to a lodestar of \$178,500 ((280 x .85) x \$750), which is consistent with the figure being awarded.

Plaintiff's counsels claim that "California courts routinely approve attorneys' fees awards 'averag[ing] around one-third of the recovery'" is not supported by the cited authority. (Motion at p. 8, fn. 31.) The case cited by counsel in support of that statement cites another case from Texas and the comment was not necessarily applied to California as a whole, nor is it this Court's experience that such an award of 1/3 is essentially automatic. (See *Chavev v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn. 11, citing *Shaw v. Toshiba American Information Systems, Inc.* (E.D. Tex. 2000) 91F.Supp.2d 92.) Further, a relevant treatise contains more recent information in this regard. (See Newberg and Rubenstein on Class Actions (6th ed.) § 15:83, "[m]ore recent empirical data on fee awards demonstrate that percentage awards in class actions are generally between 20-30%, with the average award hovering around 25%.")

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While the Court finds the reminder of the settlement reasonable, it only does so re the 75% award to the LWDA because it is required by statute (Lab. C. §2699.) This Court sees no justification for that entity claiming such a substantial portion of the award for doing nothing for the aggrieved employees in this litigation. (*People v. Arreguin* (2023) 89 Cal.App.5th 58, 63 (Yegan, concurring).)

Date: _____

Honorable Jeffrey R. Finigan
Judge of the San Mateo Superior Court

9

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

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 *cypres* 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].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On September 17, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OR JUDGMENT** on interested parties as follows:

Daniel J. Padova

Dave Reese

John Boggs

FINE, BOGGS & PERKINS

111 West Ocean Blvd., Ste. 2400

Long Beach, California 90802

Service Emails: dpadova@employerlawyers.com; dreese@employerlawyers.com;
jboggs@employerlawyers.com; kcherry@employerlawyers.com;
vspenik@employerlawyers.com

Attorneys for Defendants Putnam Chevrolet Cadillac, Inc., et al.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X]

STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 17, 2025, at Glendale, California.



Geoffrey Varas