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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

QUAID DANIELS on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

v.

AVMC, LLC dba TOYOTA OF
LANCASTER, a California limited liability
company; and Does 1-50, Inclusive,

Defendants.

Case No: 21STCV07885

Action Filed: August 6, 2020

**[PROPOSED] ORDER GRANTING
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: August 16, 2022

Time: 9:00 a.m.

Reservation ID: 645614952695

Dept.: 39

Judge: Hon. Stephen I. Goorvitch

1 Plaintiff Quaid Daniels (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Defendant AVMC, LLC dba Toyota of Lancaster
4 (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorney general with respect to the PAGA claims
7 being released under the terms of the Stipulation of Settlement of PAGA Claims and Release of
8 PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development Agency
9 was provided with notice of the settlement and the motion for approval of the settlement via its
10 online process and no objection has been received to the settlement or the motion from the Labor
11 Workforce Development Agency. The Parties seek approval of the settlement of Plaintiff’s PAGA
12 claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in the
13 Settlement Agreement which was filed with the Court (“PAGA Settlement”). The settlement
14 provides for a Gross Settlement Amount in the total sum of \$230,000, which includes the Net
15 Settlement Amount, Plaintiff’s Counsel’s attorneys’ fees in the amount of \$76,666.66, Plaintiffs’
16 Counsel’s litigation costs and expenses in the amount not to exceed \$20,000 and Settlement
17 Administrator Costs in an amount not to exceed \$6,500. The Net Settlement Amount is the amount
18 remaining from the Gross Settlement Amount after the deduction of the Settlement Administration
19 Costs, Plaintiff’s Counsel Award and Plaintiffs’ Counsel’s cost amount. The Settlement
20 Administrator will be ILYM. The Court approves the PAGA Settlement and the distributions of the
21 Gross Settlement Amount as set forth above.

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

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

1 from the State of California and Plaintiff as to the following claims: All PAGA claims alleged in
2 the operative complaint and Plaintiff's notice to the LWDA which occurred during the PAGA
3 Period ("Released Claims").

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

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

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12 DATED: _____, 2022

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15 _____
16 THE HONORABLE STEPHEN GOORVITCH
17 JUDGE OF THE SUPERIOR COURT
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