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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

ELIDETH CARBAJAL, an individual, on  
behalf of Herself and on behalf of other  
Aggrieved Employees and the State of  
California,

Plaintiff,

vs.

KEYLEX, INC. dba KEYES LEXUS, a  
California Corporation (erroneously sued as  
KEYES MOTORS, INC. dba KEYES  
LEXUS); HOWARD KEYES, an individual  
previously named as fictitious DOE 1; and  
DOES 2-50, Inclusive,

Defendant.

Case No. 20STCV49714

[Complaint Filed: December 30, 2020]

**[PROPOSED] JUDGMENT**

Judge: Honorable Lia Martin  
Dept: 16

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7 Attorneys for Defendant KEYES MOTORS, INC. dba KEYES LEXUS and HOWARD  
8 KEYES

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. Pursuant to the Parties' Joint Amended Stipulation of Private Attorneys General Act  
3 ("PAGA") Settlement and Release ("Settlement Agreement"), judgment is entered in favor of  
4 Plaintiff Elideth Carbajal ("Plaintiff") and against Defendant Keylex, Inc. dba Keyes ("Defendant")  
5 (collectively, the "Parties") in the amount of One Hundred Thousand Dollars (\$100,000.00)  
6 ("Settlement Amount").

7 2. Plaintiff exhausted all administrative remedies required to bring the PAGA claim  
8 asserted in this action and is authorized to act as a private attorney general with respect to the PAGA  
9 claim being released under the terms of the Settlement Agreement.

10 3. The California Labor Workforce Development Agency was provided with notice of  
11 the Settlement and the stipulation for approval of the PAGA settlement via its online process and  
12 no objection has been received to the settlement or the motion from the Labor Workforce  
13 Development Agency.

14 4. The Settlement Amount is to be distributed pursuant to the Settlement Agreement  
15 and Order Granting Joint Amended Stipulation of Private Attorneys General Act Settlement and  
16 Release Agreement ("Approval Order"), as follows:

17 a) Plaintiff's attorneys' fees payment of Thirty-Three Thousand Three Hundred and  
18 Thirty-Three Dollars and Thirty-Four Cents (\$33,333.34) ("Attorneys' Fees  
19 Payment");

20 b) Plaintiff's attorneys' costs payment of Fifteen Thousand Dollars (\$15,000) for  
21 reimbursement of costs incurred ("Attorneys' Costs Payment);

22 c) Plaintiff requests a Service Award in the amount of \$5,000.00 for her services  
23 on behalf of the Aggrieved Employees, subject to the Court's discretion to  
24 either reduce the amount or eliminate the amount completely.

25 i. \_\_\_\_\_ The Court finds and determines that a Service Award in the  
26 amount of \$ \_\_\_\_\_ is fair and reasonable. The Court hereby  
27 approves and orders that the payment of that amount to Plaintiff from the  
28 Gross Settlement Amount in accordance with the Settlement.

1                   ii.       \_\_\_\_\_The Court declines to award a Service Award to Plaintiff.

2                   d)       Settlement administration costs of Five Thousand Three Hundred Dollars (\$5,300)

3                               Apex Class Action LLC (“Administration Costs”).

4                   5.       The Net Settlement Amount – which is the amount remaining of the Settlement

5                   Amount after deduction of the Attorneys’ Fees Payment, Attorneys’ Cost Payment, General Release

6                   Payment, and Administration Costs – will be distributed as follows: 75% of the Net Settlement

7                   Amount will be paid to the LWDA (“LWDA Payment”) and 25% will be paid to Aggrieved

8                   Employees (“Aggrieved Employees Payments”). The LWDA Payment is Thirty-One Thousand

9                   Twenty-Four Dollars and Ninety-Nine Cents (\$31,024.99). The Aggrieved Employees Payments

10                  is Ten Thousand Three Hundred Forty-One Dollars and Sixty-Seven Cents (\$10,341.67). Each of

11                  the Aggrieved Employees shall receive a pro rata individual payment from the total Aggrieved

12                  Employees Payment calculated based on their respective pay periods in which they received wages

13                  for time worked in California between December 14, 2019 and March 11, 2024 (“PAGA Period”).

14                  6.       The “Aggrieved Employees” are defined as all nonexempt employees of Defendant

15                  in the State of California during the period from December 14, 2019 to March 11, 2024.

16                  7.       Upon the Effective Date (as defined in the Settlement Agreement), Plaintiff, each

17                  Aggrieved Employee, and the State of California shall be deemed to have fully, finally, and forever

18                  released, relinquished, and discharged Defendants and each of its former and present directors,

19                  officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,

20                  subsidiaries, and affiliates from all claims for PAGA penalties that were alleged, or reasonably

21                  could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and

22                  the PAGA Notice.

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1           8.       Without affecting the finality of this Judgment, the Court retains exclusive and  
2 continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting  
3 and enforcing the terms of its Approval Order, to hear and resolve any contested challenge to a  
4 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
5 connection with the distribution of settlement benefits.

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

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10       Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Lia Martin