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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 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
5 ("Defendant") (collectively, the "Parties") in the amount of One Hundred Thousand Dollars
6 (\$100,000.00) ("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
9 PAGA claim being released under the terms of the Settlement Agreement.

10 3. The California Labor Workforce Development Agency was provided with notice
11 of the Settlement and the stipulation for approval of the PAGA settlement via its online process
12 and 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 Stipulation of Private Attorneys General Act Settlement and Release
16 Agreement ("Approval Order"), as follows: (i) Plaintiff's attorneys' fees payment of Thirty-Three
17 Thousand Three Hundred and Thirty-Three Dollars and Thirty-Four Cents (\$33,333.34)
18 ("Attorneys' Fees Payment"); (ii) Plaintiff's attorneys' costs payment of Fifteen Thousand
19 Dollars (\$15,000) for reimbursement of costs incurred ("Attorneys' Costs Payment"); (iii) payment
20 to Plaintiff of Five Thousand Dollars (\$5,000) as a service payment ("Service Payment"); and (iv)
21 settlement administration costs of Five Thousand Three Hundred Dollars (\$5,300) Apex Class
22 Action LLC ("Administration Costs").

23 5. The Net Settlement Amount – which is the amount remaining of the Settlement
24 Amount after deduction of the Attorneys' Fees Payment, Attorneys' Cost Payment, General
25 Release Payment, and Administration Costs – will be distributed as follows: 75% of the Net
26 Settlement Amount will be paid to the LWDA ("LWDA Payment") and 25% will be paid to
27 Aggrieved Employees ("Aggrieved Employees Payments"). The LWDA Payment is Thirty-One
28

1 Thousand Twenty-Five Dollars and Zero Cents (\$31,025). The Aggrieved Employees Payments
2 is Ten Thousand Three Hundred Forty-One Dollars and Sixty-Six Cents (\$10,341.67). Each of
3 the Aggrieved Employees shall receive a pro rata individual payment from the total Aggrieved
4 Employees Payment calculated based on their respective pay periods in which they received
5 wages for time worked in California between December 14, 2019 and March 11, 2024 (“PAGA
6 Period”).

7 6. The “Aggrieved Employees” are defined as all nonexempt employees of
8 Defendant in the State of California during the period from December 14, 2019 to March 11,
9 2024.

10 7. Upon the Effective Date (as defined in the Settlement Agreement), Plaintiff, each
11 Aggrieved Employee, and the State of California shall be deemed to have fully, finally, and
12 forever released, relinquished, and discharged Defendants and each of its former and present
13 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
14 assigns, subsidiaries, and affiliates from all claims for PAGA penalties that were alleged, or
15 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
16 Complaint, and the PAGA Notice.

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

22
23 IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
24 ENTERED ACCORDINGLY.

25
26 Dated: _____

Hon. Lia Martin