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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

GABRIEL BARRERA, on behalf of the State
of California and other aggrieved persons,

Plaintiff,

v.

PARADISE CHEVROLET CADILLAC, a
California corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No.: CVSW2107199

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: February 2, 2024
Time: 8:30 a.m.
Dept.: 1

Complaint filed: August 18, 2021
Trial date: Not Set

PROPOSED ORDER

This matter came on for hearing on February 2, 2024 at 8:30 a.m. in Department 1 of the above-entitled Court, the Honorable Harold W. Hopp presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is GRANTED.

The Court approves the PAGA Settlement Agreement ("Settlement") entered into by Plaintiff Gabriel Barrera ("Plaintiff") and Defendant Paradise Chevrolet Cadillac ("Defendant," and together with Plaintiff, the "Parties"), and hereby ORDERS the following:

1. Defendant shall pay the Gross Settlement Amount of \$300,000.00 according to the terms of the Settlement.

2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$113,333.33 allocated to Attorneys' Fees; (b) \$11,694.30 allocated to litigation costs; (c) \$4,500.00 allocated to Settlement Administrator Costs; and (d) \$7,500.00 allocated to Plaintiff as a Service Award.

(a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of Attorneys' Fees in the amount of One Hundred and Thirteen Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$113,333.33), to be paid from the Gross Settlement Amount.

(b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of litigation costs in the amount of Eleven Thousand Six Hundred and Ninety-Four Dollars and Thirty Cents (\$11,694.30), to be paid from the Gross Settlement Amount.

(c) The Court approves payment to the Settlement Administrator, Phoenix Class Action Administration Solutions, for its reasonable costs and fees to administer the Settlement of Four Thousand and Five Hundred Dollars (\$4,500.00), to be paid from the Gross Settlement Amount.

(d) The Court approves Seven Thousand and Five Hundred Dollars (\$7,500.00)

to be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and representative for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” is defined as the period from December 19, 2019 through March 31, 2023.

5. The “PAGA Employees” or “Aggrieved Employees” are defined as all persons who were engaged by Defendant as hourly-paid employees in California at any time from December 19, 2019 through March 31, 2023. The PAGA Employees are bound by the release outlined in Paragraph III of the Settlement Agreement.

6. “Effective Date” means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

8. The amount of each Aggrieved Employee’s Individual PAGA Payment will be calculated as follows: For each individual, this share is calculated as the number of semi-monthly pay periods worked by the individual within the Settlement Period divided by the total number of semi-monthly pay periods worked by all individuals during the same period.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

10. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement’s terms.

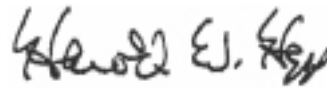
11. Plaintiff’s counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

12. The above-referenced action and all claims asserted by Plaintiff individually and in a representative capacity are hereby dismissed with prejudice.

13. The Hearing regarding the Final Report (Non-appearance) is scheduled on November 8, 2024, at 8:30 a.m. in Department 1.

14. The Declaration of the Settlement Administrator shall be filed on or before November 1, 2024.

15. A Status Conference Hearing is also scheduled on November 8, 2024, at 8:30 a.m. in Department 1.



DATE: 02/09/2024

Honorable Hon. Harold W. Hopp
Riverside County Superior Court Judge