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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 Judge Harold
Hopp, Dept. 1]*

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

Date: December 11, 2023
Time: 8:30 a.m.
Dept.: 1

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

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on [DATE] at [TIME] in Department 1 of the above-
3 entitled Court, the Honorable Harold Hopp presiding. Based on the pleadings on record, all
4 papers submitted in connection with Plaintiff's Notice of Motion and Motion to Approve PAGA
5 Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is GRANTED.

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

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

11 2. The Net Settlement Amount means the Gross Settlement Amount minus the
12 following: (a) \$113,333.33 allocated to Attorneys' Fees; (b) \$11,694.30 allocated to litigation
13 costs; (c) \$4,500.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to
14 Plaintiff as a Service Award.

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

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

23 (c) The Court approves payment to the Settlement Administrator, Phoenix Class
24 Action Administration Solutions, for its reasonable costs and fees to
25 administer the Settlement of Four Thousand and Five Hundred Dollars
26 (\$4,500.00), to be paid from the Gross Settlement Amount.

27 (d) The Court approves Ten Thousand (\$10,000.00) to be paid to Plaintiff as a
28 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 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. Plaintiff shall give notice.

DATE:

Honorable Hon. Harold Hopp
Riverside County Superior Court Judge

PROOF OF SERVICE

Barrera v. Paradise Chevrolet Cadillac, et al.
CVSW2107199

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On October 23, 2023, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

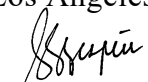
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Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on October 23, 2023, at Los Angeles, California.



Sandy S. Sespene