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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CAYLA BONDS, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

CITRUS MOTORS ONTARIO, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. CIVSB2114893

Honorable David S. Cohn
Department S26

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
REPRESENTATIVE ACTION
SETTLEMENT**

Date: July 12, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: May 25, 2021
Trial Date: None Set

1 This matter has come before the Honorable David Cohn in Department S26 of the Superior
2 Court of the State of California, for the County of San Bernardino, on July 12, 2022 at 10:00 a.m.,
3 on Plaintiffs Gerardo Velasquez and Cayla Bond's ("Plaintiffs") Motion for Approval of Private
4 Attorneys General Act Representative Action Settlement ("Motion for Approval of Settlement").
5 Aegis Law Firm, PC and Lawyers for Justice, PC appeared for Plaintiffs and Rutan & Tucker, LLP
6 appeared for Defendant Citrus Motors Ontario, Inc. ("Defendant").

7 On June 13, 2022, Plaintiffs and Defendant (together, the "Parties") executed the Private
8 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement
9 Agreement," or "Agreement").

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of Plaintiffs' Counsel Carolyn M. Bell and Edwin Aiwazian, and Plaintiffs Gerardo
12 Velasquez and Cayla Bonds, and (3) the Settlement Agreement.

13 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

- 14 1. The Motion for Approval of Settlement is granted.
- 15 2. All terms defined therein shall have the same meaning as set forth in the
16 Settlement Agreement.
- 17 3. The Court finds that Plaintiffs have satisfied the prerequisites under the California
18 Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not
19 limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
20 Defendant with notice of the specific provisions of the California Labor Code alleged to have
21 been violated, including, and not limited to, the facts and theories to support the alleged
22 violations, in conformity with California Labor Code § 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the
24 LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not
25 sought to intervene or appear in the above-captioned action or the action entitled *Gerardo*
26 *Velasquez v. Citrus Motors Ontario, Inc.*, Superior Court of the State of California, County of San
27 Bernardino Case No. CIVSB2108083 (together with the above captioned case, the "Actions").
28

1 5. The PAGA Employees covered under the Settlement consist of the following
2 individuals:

3 Plaintiffs and all current and former non-exempt employees who worked for Defendant
4 within the State of California during the PAGA Period.

5 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA ("PAGA Penalties"), and determines that it is fair,
9 just, reasonable, and adequate. The Court hereby approves the PAGA Penalties. The PAGA
10 Penalties shall be the Gross Settlement Amount (\$725,000.00) less the approved Attorneys' Fees
11 and Costs to Aegis Law Firm, PC and Lawyers *for* Justice, PC (together, "Plaintiffs' Counsel"),
12 General Release Fees to Plaintiffs, and Settlement Administration Costs to Phoenix Class Action
13 Administration Solutions (the "Settlement Administrator"). Seventy-five percent (75%) of the
14 PAGA Penalties shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent
15 (25%) of the PAGA Penalties shall be distributed to the PAGA Employees ("Employee Amount")
16 in accordance with this Order and Judgment and the Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided
18 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
19 Settlement Administrator to administer the Settlement and to make the payments as provided for
20 by, and consistent with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$241,666.66 to Plaintiffs' Counsel for
22 attorneys' fees. This amount shall be paid from the Gross Settlement Amount and shall be
23 distributed in accordance with this Order and Judgment and the Settlement Agreement, as
24 follows: \$120,833.33 to Aegis Law Firm, PC and \$120,833.33 to Lawyers *for* Justice, PC.

25 10. The Court approves the payment of \$20,285.97 to Plaintiffs' Counsel for
26 reimbursement of litigation costs and expenses incurred in the Actions. This amount shall be paid
27 from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
28 Judgment and the Settlement Agreement, as follows: \$9,580.41 to Aegis Law Firm, PC and
\$10,705.56 to Lawyers *for* Justice, PC.

1 11. The Court approves the payments in the amount of \$10,000.00 each (total,
2 \$20,000.00) to Plaintiffs Gerardo Velasquez and Cayla Bonds for their General Release Fees.
3 These amounts shall be paid from the Gross Settlement Amount and shall be disbursed in
4 accordance with this Order and Judgment and the Settlement Agreement.

5 12. The Court approves payment up to the amount of \$10,000.00 to Phoenix Class
6 Action Administration Solutions for the Settlement Administration Costs. This amount shall be
7 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
8 Judgment and the Settlement Agreement.

9 13. The Parties are directed to perform in accordance with the terms set forth in this
10 Order and Judgment and the Settlement Agreement.

11 14. The Court further finds that notice of the Settlement need not be provided to the
12 PAGA Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT**
13 **1,**” and the Settlement Administrator shall distribute the Cover Letter to the PAGA Employees at
14 the same time that it distributes their share of the Employee Amount (“Individual Settlement
15 Payment”).

16 15. Defendant shall fund the Gross Settlement Amount by way of electronic transfer to
17 the account to be established by the Settlement Administrator for purposes of administration of
18 the Settlement (“Settlement Administration Account”) within the later of (i) sixty-one (61)
19 calendar days after service of notice of entry of this Order and Judgment, if no appeal, review, or
20 writ has been filed; or (ii) if an appeal, review, or writ is sought from this Order and Judgment,
21 the 5th day after this Order and Judgment is affirmed or the appeal, review, or writ is dismissed or
22 denied, and this Order and Judgment is no longer subject to further judicial review.

23 16. Within ten (10) calendar days of entry this Order and Judgment, Defendant shall
24 provide the Settlement Administrator with the PAGA Employee List, in accordance with this
25 Order and Judgment and the Settlement Agreement. The Settlement Administrator shall
26 distribute the Individual Settlement Payment checks to PAGA Employees, LWDA Payment to the
27 LWDA, General Release Fees to Plaintiffs, Attorneys’ Fees and Costs to Plaintiffs’ Counsel, and
28 payment to itself for the Settlement Administration Costs, as provided for by this Order and

Judgment and the Settlement Agreement, within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount.

17. All Individual Settlement Checks issued to PAGA Employees shall remain valid for one hundred and eighty (180) calendar days, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of the cancelled Individual Settlement Checks, such funds shall be transmitted to the California State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided.

18. PAGA Employees shall not have the right to opt out of or object to the Settlement. Upon the Effective Date, Plaintiffs and each PAGA Employee, shall fully release and forever discharge Released Parties from the Released Claims during the period from September 25, 2019, through December 20, 2021, and the State of California shall fully release and forever discharge Released Parties from the Released Claims as they pertain to Plaintiff and PAGA Employees from September 25, 2019, through December 20, 2021.

19. "Released Parties" means Defendant and each of its current, past, and present subsidiaries, affiliates, parent companies, shareholders, members, directors, officers, managing agents, owners, employees, attorneys, representative, agents, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with Defendant in connection with the Actions.

20. "Released Claims" means any and all claims for PAGA civil penalties that were alleged or reasonably could have been alleged in the Notices to the LWDA and the Operative Complaints based on the facts alleged therein, which arose during the PAGA Period, which includes, but is not limited to, claims under PAGA for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to pay wages during employment, failure to keep complete and accurate payroll records, and violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, 2802, and Industrial Welfare Commission Wage Order 7-2001.

1 21. No individualized notice of this Order and Judgment is required to be provided to
2 the PAGA Employees. This Order and Judgment shall be submitted to the LWDA through the
3 online system established for the filing of notices and documents, in conformity with California
4 Labor Code § 2699(1)(3).

5 22. This Order and Judgment is intended to be a final disposition in its entirety of the
6 Actions. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
7 of all matters relating to the interpretation, administration, implementation, effectuation, and
8 enforcement of the Settlement pursuant to C.C.P. § 664.6.

9 23. Nothing in this Order or the Settlement shall be construed as an admission or
10 concession by any party. The Settlement and this resulting Order and entry of judgement simply
11 represent a compromise of disputed allegations.

12 24. The Court enters final judgment in accordance with the terms of the Settlement
13 Agreement and this Order.

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15 IT IS SO ORDERED.

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17 Dated: June __, 2022

18 Honorable David S. Cohn
19 Judge of the San Bernardino Superior Court
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EXHIBIT 1

Cover Letter

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Gerardo Velasquez v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2108083,
and *Cayla Bonds v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2114893

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of two lawsuits entitled *Gerardo Velasquez v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2108083, and *Cayla Bonds v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2114893 (together, “Actions”), pending in the Superior Court of California for the County of San Bernardino (“Court”).

The Actions were filed by Gerardo Velasquez and Cayla Bonds (“Plaintiffs”), former employees of Citrus Motors Ontario, Inc. (“Defendant”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiffs alleged that Defendant violated multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages (including minimum and overtime wages, and at the proper rate), provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, reimburse business expenses, keep complete and accurate payroll records, timely pay all wages during employment and upon separation of employment, and provide compliant wage statements. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Defendant, on behalf of Plaintiffs, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant within the State of California between September 25, 2019, and December 20, 2021 (“PAGA Employees”).

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between September 25, 2019, and December 20, 2021 (“PAGA Period”). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The “Released Parties” means Defendant and each of its current, past, and present, subsidiaries, affiliates, parent companies, shareholders, members, directors, officers, managing agents, owners, employees, attorneys, representative, agents, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with Defendant in connection with the Actions. The “Released Claims” means and refers to any and all Claims for PAGA civil penalties that were alleged or reasonably could have been alleged in the Notices to the LWDA and the Operative Complaints based on the facts alleged therein, which arose during the PAGA Period, which includes, but is not limited to, claims under PAGA for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to pay wages during employment, failure to keep complete and accurate payroll records, and violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, 2802, and Industrial Welfare Commission Wage Order 7-2001.

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller’s Office Unclaimed Property Fund in your name.

Cover Letter

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.