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Attorneys for Plaintiffs Carlos Pacheco and Samuel Gallardo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SAMUEL GALLARDO, an individual and
CARLOS MAGANA PACHECO, an
individual, on behalf of themselves and others
similarly aggrieved,

Plaintiffs,

vs.

CRASH CHAMPIONS, LLC is an Illinois
limited liability company; PRESTIGE TOO
AUTO BODY, LLC, a California limited.
liability company; PACIFIC ELITE, LLC, a
California limited liability company;
FOUNTAIN VALLEY BODYWORKS, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 21STCV19705
Assigned to the Hon. Holly J. Fujie
**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Filing Date: 05/25/2021

FILED
Superior Court of California
County of Los Angeles
08/05/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: O. Chavez Deputy

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7. The Court approves Service Awards of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), each (together totaling Five Thousand Dollars and Zero Cents (\$5,000.00), to Plaintiffs Carlos Pacheco and Samuel Gallardo.

8. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator and approves costs of administration not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

9. This Judgment shall be binding on all PAGA Settlement Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims during the Release Period: all claims, rights, demands, liabilities, and causes of action, for PAGA civil penalties arising from, or reasonably related to, the claims which were asserted in the Action and Complaint under PAGA based on facts alleged in the operative Complaint in the Action and LWDA Letter, including a PAGA claim against Defendants for civil penalties on behalf of Plaintiff and the LWDA based on the following underlying Labor Code violations: 201, 202, 203, 204, 206.5, 222.5, 226, 226.7, 510, 512, 516, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2699, *et seq.*, violation of any Industrial Welfare Commission Order, and any other claims asserted in the Action and operative Complaint. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding). PAGA Settlement Employees, other than Plaintiffs, will not be deemed to have released any separate Labor Code (other than PAGA) individual wage claims by virtue of the Settlement.

10. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.



Holly J. Fujie

Holly J. Fujie / Judge

Date 08/05/2022

Hon. Holly J. Fujie
Los Angeles County Superior Court Judge