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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE**

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

Plaintiff,

vs.

WEST COVINA NISSAN, an unknown business
entity; WEST COVINA MOTOR GROUP, LLC,
a California limited liability company; TROPHY
AUTOMOTIVE DEALER GROUP, LLS; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21PSCV00552

Honorable Salvatore Sirna
Department G

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE, AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Reservation ID: 413515323200
Date: November 20, 2024
Time:s 8:30 a.m.
Department: G

Complaint Filed: July 6, 2021
FAC Filed: August 20, 2024
Trial Date: None Set

1 This matter has come before the Honorable Salvatore Sirna in Department G of the Superior Court
2 of the State of California, for the County of Los Angeles – Pomona Courthouse, 400 Civic Center Plaza,
3 Pomona, CA 91766 on November 20, 2024, at 8:30 a.m. on Plaintiff Malik Crawford’s (“Plaintiff”) Motion
4 for Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys’
5 Fees and Costs, General Release Fee, and Settlement Administration Costs (“Motion for Approval of
6 Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff and Littler Mendelson, P.C. appeared for
7 Defendants West Covina Motor Group, LLC (d.b.a. West Covina Nissan) and Trophy Automotive Dealer
8 Group, LLC (collectively “Defendants”).

9 On or around May 7, 2024, Plaintiff and Defendants (together, the “Parties”) executed the Private
10 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
11 “Agreement”).

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of Plaintiff’s Counsel Helene Mayer and Plaintiff Malik Crawford, and (3) the Settlement
14 Agreement.

15 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. The Motion for Approval of Settlement is granted.
18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
19 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
21 the California Labor and Workforce Development Agency (“LWDA”) and Defendants with notice of the
22 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
23 to, the facts and theories to support the alleged violations, in conformity with California Labor Code
24 § 2699.3(a).

25 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
26 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
27 appear in the above-captioned action (“the Action”).

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1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All individuals who are or were employed by West Covina Motor Group, LLC d.b.a West
3 Covina Nissan and worked as current and former hourly paid or non-exempt employees at any
4 time from April 29, 2020 through the date of this Order (“Aggrieved Employees”).

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(1)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$145,000.00) less the approved Attorneys’ Fees and Costs
11 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), the General Release Fee to Plaintiff, and Settlement
12 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
13 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
14 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
15 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

20 9. The Court approves the payment of \$58,000.00 to Lawyers *for* Justice, PC for attorneys’ fees.
21 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
22 Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$16,457.96 to Lawyers *for* Justice, PC for reimbursement
24 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
25 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

26 11. The Court approves payments in the amount of \$5,000.00 to Plaintiff for his General Release
27 Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
28 this Order and Judgment and the Settlement Agreement.

 12. The Court approves payment up to the amount of \$3,400.00 to Simpluris Inc. for the

1 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
2 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

5 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
6 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
7 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
8 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
9 Settlement Share(s)”).

10 15. No later than fourteen (14) calendar days after the Court’s order granting approval of the
11 Settlement, Defendants will provide the PAGA Settlement Administrator with the Aggrieved Employees
12 List, in accordance with this Order and Judgment and the Settlement Agreement.

13 16. No later than fourteen (14) calendar days of the Court’s order granting approval of this
14 Settlement, Defendants will transmit the Total Settlement Amount into a qualified settlement account
15 established by the PAGA Settlement Administrator for the administration of the Settlement, in accordance
16 with this Order and Judgment and the Settlement Agreement.

17 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
18 Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and
19 Individual Settlement Share checks (“together, the “PAGA Settlement Package”) to all Aggrieved
20 Employees by first-class United States Mail.

21 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
22 the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall
23 transmit the Individual Settlement Share checks to Aggrieved Employees, LWDA Payment to the LWDA,
24 General Release Fee to Plaintiff, Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for
25 the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement
26 Agreement.

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1 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
2 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such
3 canceled checks shall be transmitted by the PAGA Settlement Administrator to the State Controller's Office
4 Unclaimed Property division in the name(s) of the Aggrieved Employee(s) at issue and in the amount of his
5 or her respective Individual Settlement Share(s).

6 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
7 the date of this signed Order and full funding of the Total Settlement Amount, Plaintiff and the State of
8 California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released
9 and forever discharged the Released Parties, to the fullest extent of the law, of and from the Action and from
10 the Released Claims.

11 21. "Released Parties" means Defendants, including Defendants' parent corporation, affiliates,
12 subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees,
13 attorneys, officers, directors, and agents thereof, both individually, and in their business capacities, and their
14 employee benefit plans and programs and the trustees administrators, fiduciaries, and insurers of such plans
15 and programs.

16 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
17 penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs
18 available under PAGA, based on the facts and theories alleged or which could have been alleged under the
19 facts and/or allegation pled in the PAGA Notice, Amended PAGA Notice and operative complaint, including
20 but not limited to, for unpaid wages (including minimum, regular, overtime, double time, regular rate,
21 reporting time wages), one day's rest in seven, paid sick leave, unlawful draw against earnings, untimely wage
22 payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods,
23 non-compliant payment of meal and rest break premiums, non-compliant wage, statements, non-complaint
24 maintenance of payroll records, failure to provide personnel files, failure to reimburse necessary business
25 expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512(a),
26 551, 552, 558, 558.1, 11174, 174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800 and 2802 and
27 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2—1, 7-2001, and 9-2001.

28 23. "PAGA Period" means the period from April 29, 2020 through the date of this Order.

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

4 25. Neither the Settlement, this Order, or this Judgment, is an admission by Defendants, or any
5 of the other Released Parties, of a finding of the validity of any claims in the PAGA Notice, Amended
6 PAGA Notice and operative complaint, of any wrongdoing by Defendants, or any of the other Released
7 Parties. Neither this Order, the Settlement, nor this Judgment may be construed as, or may be used as, an
8 admission by or against Defendants, or any of the other Released Parties, of any fault or wrongdoing
9 whatsoever. The entering into or carrying out of the Settlement, this Order, this Judgment and any
10 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
11 of, an admission or concession with regard to the denials or defenses by Defendants, or any of the other
12 Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative
13 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Order, the
14 Released Claims, this Judgment or any related agreement or release. Notwithstanding these restrictions, any
15 of the Released Parties may file in the Action, or submit in any other proceeding, the Settlement, Order
16 Granting Final Approval and Judgment, and any other papers and records on file in the Action as evidence
17 of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
18 or issue preclusion or similar defense as to the Released Claims.

19
20 Date: _____

Honorable Salvatore Sirna
Judge of Los Angeles Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Malik Crawford v. West Covina Nissan, et al.*, Los Angeles Superior Court Case No. 21PSCV00552

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Malik Crawford v. West Covina Nissan, et al.*, Los Angeles Superior Court Case No. 21PSCV00552 (“Action”).

a) The lawsuit was filed on July 6, 2021 by Malik Crawford (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 29, 2021 Lawyers for Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-830774-21 (the “PAGA Notice”). On July 26, 2023, Lawyers for Justice, PC submitted an amended letter to the LWDA and Defendants, adding Trophy Automotive Dealer Group LLC as a named Defendant and including additional allegations of California Labor Code violations for which Plaintiff seeks civil penalties under PAGA.

Defendants deny all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants West Covina Nissan Motor Group LLC (d.b.a West Covina Nissan) and Trophy Automotive Dealer Group, LLC (“Defendants”).

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for any of Defendants in the State of California, including, but not limited to all individuals who are or were employed by West Covina Motor Group, LLC (d.b.a. West Covina Nissan), and worked as current and former hourly paid or non-exempt employees at any time from April 29, 2020 through the date the Court enters its Order approving this Settlement (“Aggrieved Employees”). The period April 29, 2020 to the date the Court enters its Order approving this Settlement is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for West Covina Motor Group, LLC (d.b.a. West Covina Nissan) in California during the PAGA Period. The Individual Settlement Share 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.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the facts and theories alleged or which could have been alleged under the facts and/or allegation pled in the PAGA Notice, Amended PAGA Notice and operative complaint, including but not limited to, for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time wages), one day’s rest in seven, paid sick leave, unlawful draw against earnings, untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage

statements, non-compliant maintenance of payroll records, failure to provide personnel files, failure to reimburse necessary business expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512(a), 551, 552, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 4-2001, 7-2001, and 9-2001 (collectively, the “Released Claims”). To avoid ambiguity, the Released Parties herein are being released only as to the Released claims list above on behalf of the 160 aggrieved employees who worked 3,273 pay periods for Defendant West Covina Nissan Motor Group LLC (d.b.a. West Covina Nissan).

Pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no Aggrieved Employee has the right to exclude himself or herself from the settlement of the Released Claims being released herein. All Aggrieved Employees will be bound by the settlement of the Released Claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her Individual Settlement Share check.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.