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

JOSE MANUEL BARREIRO, individually, and
on behalf of other aggrieved employees pursuant
to the California Private Attorneys General Act;

Plaintiff,

vs.

PUENTE HILLS IMPORTS, a California
corporation; PUENTE HILLS TOYOTA, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

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

Plaintiff,

vs.

PUENTE HILLS IMPORTS, INC., an unknown
business entity; PUENTE HILLS TOYOTA, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21PSCV00503 (lead)
(Consolidated with Case No. 21PSCV00626)

Honorable Thomas C. Falls
Department R

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS, GENERAL
RELEASE FEES, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees, Costs, General Release Fees, and
Settlement Administration Costs; Declaration of
Plaintiffs' Counsel (Edwin Aiwarzian); and
Declarations of Plaintiffs (Jose Manuel Barreiro and
Cristal Preciado) filed concurrently herewith]

Reservation ID: 042537380910
Date: September 29, 2022
Time: 10:00 a.m.
Department: R

Barreiro Action Filed: June 17, 2021
Preciado Action Filed: August 2, 2021
Trial Date: None Set

1 This matter has come before the Honorable Thomas C. Falls in Department R of the Superior Court
2 of the State of California, for the County of Los Angeles, on September 29, 2022 at 10:00 a.m., on Plaintiffs
3 Jose Manuel Barreiro and Cristal Preciado's ("Plaintiffs") Motion for Approval of Private Attorneys General
4 Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees, Costs, General
5 Release Fees, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for*
6 Justice, PC appeared for Plaintiffs and Fisher & Phillips LLP appeared for Defendant Puente Hills Imports,
7 Inc. dba Puente Hills Toyota ("Defendant").

8 On or around July 6, 2022, Plaintiffs and Defendant (together, the "Parties") executed the Amended
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiffs' Counsel Edwin Aiwazian and Plaintiffs Jose Manuel Barreiro and Cristal
13 Preciado, and (3) the Settlement Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

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

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned actions ("Actions").

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1 5. The Aggrieved Employees covered under the Settlement collectively consist of the Hourly-
2 Paid/Non-Exempt Aggrieved Employees and Salaried/Exempt Aggrieved Employees, which are defined as
3 follows:

4 “Hourly-Paid/Non-Exempt Aggrieved Employees” means all current and former hourly-paid or non-
5 exempt employees employed by Defendant within the State of California at any time during the
6 PAGA Period.

7 “Salaried/Exempt Aggrieved Employees” means all current and former salaried employees who
8 were classified as “exempt” under the administrative, executive, professional, and/or inside sales
9 exemptions and who did not meet the requirements of the exemptions under California law who were
10 employed by Defendant within the State of California at any time during the PAGA Period.

11 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
12 negotiations.

13 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
14 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
15 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
16 Amount shall consist of the Total Settlement Amount (\$350,000.00), less the approved Attorneys’ Fees and
17 Attorneys’ Costs to Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”), General Release Fees to Plaintiffs, and
18 Settlement Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five
19 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and
20 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
21 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

26 9. The Court approves the payment of \$140,000.00 to Lawyers *for* Justice, PC for reasonable
27 attorneys’ fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
28 accordance with this Order and Judgment and the Settlement Agreement.

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1 10. The Court approves the payment of \$12,790.50 to Lawyers *for* Justice, PC for reimbursement
2 of reasonable litigation costs and expenses incurred in the Action. This amount shall be paid from the Total
3 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
4 Agreement.

5 11. The Court approves payment in the amount of \$7,500.00 each to Plaintiffs (total, \$15,000.00)
6 for their General Release Fees. These amounts shall be paid from the Total Settlement Amount and shall
7 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

8 12. The Court approves payment up to the amount of \$5,000.00 to Simpluris, Inc. for the
9 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
10 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

13 14. The Court further finds that notice of the Settlement is not required to be provided to the
14 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,”
15 and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the
16 same time that it distributes their share of the Employees’ Portion (“Individual Settlement Share”).

17 15. Within fourteen (14) calendar days of the date of this Order and Judgment, Defendant shall
18 transmit the Total Settlement Amount into a qualified settlement account established by the PAGA
19 Settlement Administrator for administration of the Settlement.

20 16. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
21 shall provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
22 this Order and Judgment and the Settlement Agreement. The PAGA Settlement Administrator shall
23 distribute the Individual Settlement Share checks to Aggrieved Employees, LWDA Payment to the LWDA,
24 General Release Fees to Plaintiffs, Attorneys’ Fees and Costs to Plaintiffs’ Counsel, and payment to itself
25 for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement
26 Agreement, no later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
27 Total Settlement Amount.

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1 17. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
2 for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with
3 canceled checks shall be transmitted to California Rural Legal Assistance, Inc.

4 18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
5 entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiffs and the State
6 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily
7 released and forever discharged the Released Parties from the Released Claims.

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

13 20. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
14 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and
15 costs available under PAGA, based on the factual allegations in the Operative Complaints and PAGA
16 Notices, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide
17 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated
18 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,
19 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
20 records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor
21 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,
22 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001,
23 7-2001, and 9-2001.

24 21. “PAGA Period” means the period April 13, 2020 through July 21, 2022.

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1 22. 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 by Plaintiffs to the LWDA through the
3 online system established for the filing of notices and documents, in conformity with California Labor Code
4 § 2699(1)(3).

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6 Date: _____

7 Honorable Thomas C. Falls
8 Judge of the Los Angeles Superior Court
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EXHIBIT 1

<<Mailing Date>>

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

Re: Settlement Payment from *Jose Manuel Barreiro v. Puente Hills Imports, et al.*, Los Angeles Superior Court Case No. 21PSCV00503 and *Cristal Preciado v. Puente Hills Imports, Inc., et al.*, Los Angeles Superior Court Case No. 21PSCV00626

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 lawsuits entitled *Jose Manuel Barreiro v. Puente Hills Imports, et al.*, Los Angeles Superior Court Case No. 21PSCV00503 and *Cristal Preciado v. Puente Hills Imports, Inc., et al.*, Los Angeles Superior Court Case No. 21PSCV00626 (together, the "Actions").

The lawsuits were filed on June 17, 2021 and August 2, 2021 by Jose Manuel Barreiro and Cristal Preciado, respectively (together, "Plaintiffs") against their former employer, 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 Private Attorneys General Act of 2004, California Labor Code § 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 lawsuits, on April 13, 2021, Plaintiff Barreiro submitted a letter 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 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 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-829169-21 (the "Barreiro PAGA Notice"). Additionally, on May 27, 2021, Plaintiff Preciado submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 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-833456-21 (the "Preciado PAGA Notice") (together, the Barreiro PAGA Notice and Preciado PAGA Notice are referred to as the "PAGA Notices").

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendant Puente Hills Imports, Inc. dba Puente Hills ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to the Aggrieved Employees based on their total number of pay periods they each worked during the period April 13, 2020 through <<date>> ("PAGA Period"). The "Aggrieved Employees" collectively means Hourly-Paid/Non-Exempt Aggrieved Employees and Salaried/Exempt Aggrieved Employees, which are defined as follows:

"Hourly-Paid/Non-Exempt Aggrieved Employees" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

"Salaried/Exempt Aggrieved Employees" means all current and former salaried employees who were classified as "exempt" under the administrative, executive, professional, and/or inside sales exemptions and who did not meet the requirements of the exemptions under California law who were employed by Defendant within the State of California at any time during 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 Defendant 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 Defendant, including Defendant's 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 factual allegations in the Operative Complaints and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to California Rural Legal Assistance, Inc..

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s 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].