

(SIGNATURE)

PLAINTIFF/PETITIONER: Munzer Alkaddomui
 DEFENDANT/RESPONDENT: Fremont Automotive Acquisition

CASE NUMBER:
 RG21106760

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 1055 W. Seventh Street, Suite 1880
 Los Angeles, California 90017

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on (*date*): August 14, 2023
 - b. from (*city and state*): Los Angeles

4. The envelope was addressed and mailed as follows:

a. Name of person served: KARL R. LINDEGREN, Street address: 2050 Main Street, Suite 1000 City: Irvine State and zip code: California 92614 b. Name of person served: LIZBETH OCHOA Street address: 2050 Main Street, Suite 1000 City: Irvine State and zip code: California 92614	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
---	--

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached 9.

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

Date: 08/14/2023

Janelle Jickain

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Hyunjin Kim (SBN 345518)
4 **MOON & YANG, APC**
5 1055 W. Seventh St., Suite 1880
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kane.moon@moonyanglaw.com
10 E-mail: allen.feghali@moonyanglaw.com
11 E-mail: hyunjin.kim@moonyanglaw.com

12 Attorneys for Plaintiff Munzer Alkaddomui

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ALAMEDA**

15 MUNZER ALKADDOMUI, individually, and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

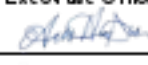
19 FREMONT AUTOMOTIVE ACQUISITION, a
20 California corporation dba FLETCHER JONES
21 MOTORCARS; and DOES 1 through 10,
22 inclusive,

23 Defendants

FILED
Superior Court of California
County of Alameda

08/07/2023

Clerk of the Court, Executive Officer/Clerk of the Court

By:  Deputy
A. Hewitt

CASE NO.: RG21106760

*[Assigned to Hon. Judge Evelio Grillo]
[Dept. 21]*

**[7/18/2023 REVISED ~~PLAINT~~ ORDER
AND JUDGMENT GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS PURSUANT
TO LABOR CODE SECTION 2698 ET SEQ.]**

ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION TO APPROVE SETTLEMENT
OF PAGA CLAIMS

1

2

3

4

5

6

any PAGA Settlement Member does bring a claim for penalties brought on behalf of the LWDA, Defendant can assert the PAGA Settlement as a defense. The PAGA Settlement has a claim preclusion, issue preclusion, or other effects if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in this case. The Released Claims, Released Parties and PAGA Period are as follows:

“Released Claims” shall mean all claims, demands, rights, liabilities and causes of action that were asserted in the operative complaint in the Action and/or in the LWDA letter that Plaintiff submitted or that could have been asserted based on the factual allegations in the operative complaint in the Action, including any and all claims to recover PAGA penalties under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, 2699.5 and the related applicable IWC Wage Order within the PAGA Period for allegedly failing to pay all wages, including minimum wage and/or overtime; failing to timely pay all wages, including final wages at the end of employment; maintaining inaccurate and incomplete records; non-compliant meal and/or rest periods; non-compliant earning statements/paystubs and failing to reimburse for all necessary business expenses.

“Released Parties” shall mean Defendant, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies, any individual and/or entity which could be jointly liable with Defendant including Fremont M, LLC dba Fletcher Jones Motorcars of Fremont and Fremont P, LLC dba Porsche of Fremont and all respective attorneys.

“PAGA Period” shall mean July 23, 2020, through May 26, 2023.

4. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the PAGA Settlement and approved by the Court.

5. The PAGA Settlement is not an admission by Defendant as defined below, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the PAGA Settlement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

1 6. Defendant shall pay the PAGA Members, Plaintiff's Counsel, the Labor and
2 Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to the
3 terms of the PAGA Settlement:

- 4 a. Actual administration costs of \$7,400.00, payable to the Settlement
5 Administrator ILYM Group, Inc. for the administration of the Settlement;
6 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$45,833.33 (33 1/3%);
7 c. Reimbursement for actual costs incurred by Plaintiff's Counsel in the amount of
8 \$11,972.49; and
9 d. \$7,500 to the named Plaintiff in exchange for his general release.

10 a. The remaining amount to the PAGA Fund, which shall be allocated as set
11 forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25% to the
12 PAGA Members on a pro-rata basis Aggrieved Employees shall have 180 calendar days after the
13 date the PAGA Packet is mailed to them to cash their settlement payment checks. If any
14 Aggrieved Employee's check is not cashed within that period, the settlement payment check will
15 be voided and a stop-payment will be issued. Neither Defendant, Defendant's counsel, Plaintiff,
16 nor PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged
17 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
18 or failure to timely cash a settlement payment check within the 180-day period. Any unpaid cash
19 residue or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise
20 been distributed pursuant to order of the Court, shall be transmitted to the Justice Gap Fund, a cy
21 pres beneficiary administered by the State Bar of California.

22 7. "Effective Date" refers to the date upon which both of the following have
23 occurred: (i) approval of the PAGA Settlement is granted by the Superior Court of California
24 for the County of Alameda, or other court assuming jurisdiction of this matter, and (ii) the
25 Court's Judgment approving the PAGA Settlement becomes Final. If there is an appeal of
26 the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of
27 such appeal, or the expiration of the time to file a petition for writ of certiorari to the
28

1 California Supreme Court shall be the date the PAGA Settlement is deemed Final. If there is
2 an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any
3 appeal of the Judgment shall be the date the PAGA Settlement is Final. If there is no
4 intervenor in the action, the date the Court enters Judgment on an order approving this PAGA
5 Settlement (or enters a combined Order approving the PAGA Settlement and Judgment
6 thereon) shall be the date the PAGA Settlement is Final.

7 8. Defendant shall deposit the Total Settlement Payment to the settlement
8 administrator within 20 court days after the Effective Date.

9 9. Within ten (10) court days after the Total Settlement Payment is funded, the
10 Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five
11 percent (75%) of the PAGA Fund.

12 10. Within ten (10) court days after the Total Settlement Payment is funded, the
13 Settlement Administrator shall distribute to Plaintiff, Plaintiff's Payment and to the PAGA
14 Settlement Members their individual portion of the PAGA Fund (the "Individual Payment").

15 11. Within ten (10) court days after the Total Settlement Payment is funded, the
16 Settlement Administrator shall distribute to Plaintiff's Counsel their court-approved
17 Plaintiff's Counsel Payment and approved litigation costs, either via wire transfer payment
18 or check, as specified by Plaintiff's Counsel

19 12. The Court hereby confirms Kane Moon, Allen Feghali, and Enzo Nabiev of
20 Moon & Yang, APC as PAGA Counsel.

21 13. The Court finds that the fees requested by Plaintiff's Counsel of \$45,833.33 (33
22 1/3%) of the total settlement amount is reasonable, and the costs requested of up to \$15,000.00
23 were reasonable and necessary for the prosecution of this action. The Court hereby awards
24 attorney's fees in the amount of \$45,833.33 and costs in the amount of \$11,972.49 to Plaintiff's
25 Counsel for their attorneys' costs. The payment of fees and costs to Plaintiff's Counsel shall be
26 made in accordance with the terms of the Settlement.

1 14. The Court approves of the proposed letter attached to the Settlement Agreement
2 as Exhibit A, as amended by the First Amendment, to be sent to PAGA Members along with
3 their respective settlement check.

4 15. This action is dismissed with prejudice.

5 16. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this
6 action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to
7 interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and
8 Judgment.

9 17. The Court sets a status conference re: final accounting for 11/03, 2023. At at 1:30 p.m.
10 least nine court days prior to the hearing, Plaintiff shall submit a final report including the actual
11 amounts paid to aggrieved employees, the other amounts distributed under the settlement, and
12 the amounts tendered to the Justice Gap Fund.

13
14 **IT IS SO ORDERED.**

15 **AUG 04 2023**

16 DATED: _____



HON. EVELIO GRILLO
ALAMEDA COUNTY SUPERIOR
COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)

3 COUNTY OF LOS ANGELES) ss

4 I am employed in the county of Los Angeles, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 1055 W. 7th Street, Suite 1880,
6 Los Angeles, California 90017. On **November 3, 2022**, I served the foregoing document
described as:

7 **[7/18/2023 REVISED PROPOSED] ORDER AND JUDGMENT GRANTING**
8 **PLAINTIFF'S MOTION TO APPROVE SETTLEMENT AGREEMENT AND**
9 **RELEASE OF PAGA CLAIMS PURSUANT TO LABOR CODE SECTION 2698 ET**
10 **SEQ.**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 KARL R. LINDEGREN,
14 LIZBETH OCHOA
15 klindegren@fisherphillips.com
16 lochoa@fisherphillips.com
17 **FISHER & PHILLIPS LLP**
18 2050 MAIN STREET, SUITE 1000
19 IRVINE, CALIFORNIA 92614
20 TELEPHONE (949) 851-2424
21 FACSIMILE (949) 851-0152

22 ATTORNEYS FOR DEFENDANT, FREMONT AUTOMOTIVE ACQUISITION, INC.

23 ☒ **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California.
24 The envelope was mailed with postage thereon fully prepaid. I am "readily familiar"
25 with the firm's practice of collection and processing correspondence for mailing.
26 Under that practice it would be deposited with U.S. postal service on that same day
27 with postage thereon fully prepaid at Los Angeles, California in the ordinary course
28 of business. I am aware that on motion of the party served, service is presumed invalid
if postal cancellation date or postage meter date is more than one day after date of
deposit for mailing in affidavit.

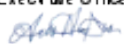
I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this **November 3, 2022** at Los Angeles, California.

27 Janelle Jickain
Type or Print Name

28 /s/ Janelle Jickain
Signature

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/11/2023
PLAINTIFF/PETITIONER: Munzer Alkaddomui	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Fremont Automotive Acquisition	A. Hewitt
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21106760

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the 07/18/2023 REVISED ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION TO APPROVE SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO LABOR CODE SECTION 2698 ET SEQ. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Lizbeth Ochoa
Fisher & Phillips, LLP
lochoa@fisherphillips.com

Kane Moon
kane.moon@moonyanglaw.com

Dated: 08/11/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Hewitt, Deputy Clerk