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**Attorneys for Plaintiff**  
Michael Valdivia

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

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

Plaintiff,

v.

Martin Saturn of Ontario, Inc., a Delaware  
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CIVSB2131234

Honorable Jessica Morgan

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

[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 and Litigation Costs, General  
Release Fee, and Administration Expenses  
Payment; Declaration of Plaintiff's Counsel; and  
Declaration of Plaintiff filed concurrently  
herewith.]

Date: April 3, 2024  
Time: 8:30 a.m.  
Dept: S26

Complaint Filed: November 3, 2021  
FAC Filed: March 3, 2023  
Trial Date: None Set

1 This matter has come before the Honorable Jessica Morgan in Department S26 of the above-  
2 entitled Court, for the County of San Bernardino, located at 247 West Third Street, San Bernardino,  
3 California 92415, on Plaintiff Michael Valdivia's ("Plaintiff") Motion for Approval of Private Attorneys  
4 General Act Settlement Agreement, and Award of Attorneys' Fees and Litigation Costs, General  
5 Release Fee, and Administration Expenses Payment. Brock & Gonzales, LLP ("PAGA Counsel")  
6 appeared for Plaintiff, and Freeman Mathis & Gary, LLP appeared for Defendant Martin Saturn of  
7 Ontario, Inc. ("Defendant").

8 On January 24, 2024, Plaintiff and Defendant (together, the "Parties") executed the PAGA  
9 Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

10 The Court has reviewed and considered (1) the Notice of Motion and Motion for Approval of  
11 Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Litigation  
12 Costs, General Release Fee, and Administration Expenses Payment ("Motion for Approval"), (2) the  
13 Declaration of Plaintiff's Counsel, (3) the Declaration of Plaintiff, and (4) 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. Plaintiff's Motion for Approval is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private  
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,  
20 providing the 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(1)(2) and that the LWDA has not sought to intervene or  
26 appear in the above-captioned action ("Action").

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

3           All persons employed by Defendant as a non-exempt employee or exempt commission paid  
4 employee in California at any time during the period from November 3, 2020 to the date of this  
5 order ("PAGA Period").

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

8           7.       Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed and hereby  
9 approves the sum allocated for payment of penalties under PAGA (the "PAGA Penalties"), and  
10 determines that it is fair, just, reasonable, and adequate. The PAGA Penalties shall be the Gross  
11 Settlement Amount less the approved PAGA Counsel Fees Payment and PAGA Counsel Litigation  
12 Expenses Payment to PAGA Counsel, Administration Expenses Payment to Rust Consulting, Inc. (the  
13 "Settlement Administrator"), and General Release Fee to Plaintiff. Seventy-five percent (75%) of the  
14 PAGA Penalties shall be distributed to the LWDA ("LWDA PAGA Payment") and twenty-five percent  
15 (25%) shall be distributed to the Aggrieved Employees ("Individual PAGA Payments") in accordance  
16 with this Order and Judgment and the Settlement Agreement.

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

21           9.       The Court approves the payment of \$125,000.00 to PAGA Counsel for attorneys' fees.  
22 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with  
23 this Order and Judgment and the Settlement Agreement.

24           10.      The Court approves the payment of PAGA Counsel's actual litigation costs and expenses  
25 to PAGA Counsel for reimbursement of litigation costs and expenses incurred in the Action. This  
26 amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this  
27 Order and Judgment and the Settlement Agreement.

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1           11.     The Court approves the payment of \$10,000.00 to Plaintiff for his General Release Fee.  
2 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with  
3 this Order and Judgment and the Settlement Agreement.

4           12.     The Court approves payment not to exceed \$3,500 to the Settlement Administrator for  
5 the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount  
6 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

9           14.     The Court further finds that notice of the settlement need not be provided to Aggrieved  
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the  
11 Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that  
12 it distributes Individual PAGA Payment checks to Aggrieved Employees.

13           15.     Within three (3) business days of the Effective Date, Defendant shall provide the  
14 Settlement Administrator with a list containing the following information regarding each Aggrieved  
15 Employees: full name, last known mailing address, Social Security number, and the number of PAGA  
16 Pay Periods attributed to him or her (collectively referred to as the “Aggrieved Employee Data”), in  
17 accordance with this Order and Judgment and the Settlement Agreement. Within thirty (30) calendar  
18 days after the date of this order, Defendant shall fund the Gross Settlement Amount by transmitting the  
19 funds to the Settlement Administrator. Within seven (7) calendar days of funding, the Settlement  
20 Administrator shall distribute the Individual PAGA Payments to Aggrieved Employees, LWDA PAGA  
21 Payment to the LWDA, General Release Fee to Plaintiff, PAGA Counsel Fees Payment and PAGA  
22 Counsel Fees to PAGA Counsel, and Administration Expenses Payment to itself, as provided for by this  
23 Order and Judgment and the Settlement Agreement

24           16.     All Individual PAGA Payment checks that are issued to Aggrieved Employees shall be  
25 valid and negotiable up to one hundred eighty (180) calendar days after their initial mailing, and  
26 thereafter, shall be cancelled. The funds associated with cancelled Individual PAGA Payment checks  
27 will be transmitted to the State Controller’s Unclaimed Property Fund in the name of each Aggrieved  
28 Employee whose check is voided.

1           17.     Aggrieved Employees shall not have the right to opt out of or object to the Settlement.  
2 By way of and upon the entry of this Order and Judgment, Plaintiff and each Aggrieved Employee is  
3 deemed to fully release and forever discharge Released Parties from the Released PAGA Claims.

4           18.     Upon the date Defendant fully funds the Gross Settlement Amount, all Aggrieved  
5 Employees are deemed to release the Released Parties from all claims for PAGA civil penalties alleged  
6 or could have been alleged based on the facts in the operative complaint, Plaintiff's PAGA Notice, or  
7 could have been alleged based on the claims alleged pertaining to Plaintiff and the Aggrieved Employees  
8 alleged in the Operative Complaint or PAGA Notice. This includes, but is not limited to, claims for  
9 PAGA civil penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204,  
10 210, 218, 226(a), 226.3, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,  
11 2802, and the California Industrial Welfare Commission Wage Orders.

12           19.     No individualized notice of this Order and Judgment is required to be provided to  
13 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online  
14 system established for the filing of notices and documents, in conformity with California Labor Code §  
15 2699(l)(3).

16  
17 Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Jessica Morgan  
Judge of the Superior Court

# **EXHIBIT A**

Date: / /2024

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

**Re: Individual PAGA Payment from Valdivia v. Martin Saturn of Ontario, Inc.  
Superior Court of California for the County of San Bernardino, Case No. CIV2131234**

Dear  .

Please find enclosed a check in the amount of  ("Individual PAGA Payment"). This check comprises your payment from the settlement of a lawsuit entitled Valdivia v. Martin Saturn of Ontario, Inc., Case No. CIV2131234 ("Lawsuit"), pending in the Superior Court of California for the County of San Bernardino ("Court").

Michael Valdivia ("Plaintiff") filed a Complaint under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA") on November 3, 2021, thereby commencing the Lawsuit. In the Lawsuit, Plaintiff alleged that Defendant Martin Saturn of Ontario, Inc. ("Martin") violated wage and hour requirements with respect to its non-exempt employees and exempt commission paid employees in California at any time during the period from November 3, 2020 to  ("PAGA Period"). Martin denies these claims. By entering into the settlement, Martin is not admitting any violation or liability of any kind, and the Court has not made any rulings on the merits of the Lawsuit.

The other alleged aggrieved employees on whose behalf the case was brought are any and all persons employed by Martin as a non-exempt employee or exempt commission paid employee in California at any time during the PAGA Period ("Aggrieved Employee(s)"). You have been identified as an Aggrieved Employee.

On , the settlement was approved by the Court with a portion being paid to the State of California and a portion being paid to the Aggrieved Employees. You are receiving a portion of the settlement based on the number of pay periods you worked for Martin during the PAGA Period in California as an Aggrieved Employee. You are responsible for payment of any and all taxes that are 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.

This settlement resolves the claims in the Complaint, including all claims for PAGA penalties for alleged a) unpaid overtime, b) failure to provide meal and rest periods, c) unpaid meal period premiums, d) unpaid rest period premiums, e) unpaid minimum wages, f) final wages not timely paid, g) wages not timely paid during employment, h) non-compliant wage statements, i) failure to keep requisite payroll records, and j) unreimbursed business expenses, and any and all claims for penalties which were or could have been asserted in the Complaint in the Lawsuit.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

"Released PAGA Claims" means: all claims for PAGA civil penalties alleged or could have been alleged based on the facts in the operative complaint, Plaintiff's PAGA Notice, or could have been alleged based on the claims alleged pertaining to Plaintiff and the Aggrieved Employees alleged in the Operative Complaint or PAGA Notice. This includes, but is not limited to claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226(a), 226.3, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the California Industrial Welfare Commission Wage Orders.

"Released Parties" means: Martin and their past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other respective current or former trustees and administrators, agents, employees, and fiduciaries.

Please note, no claims for unpaid or underpaid wages have been settled or are included in the Released PAGA Claims and this settlement is without prejudice to the pursuit of any claims for unpaid or underpaid wages. Your Individual PAGA Payment check will expire on . All checks not cashed by that date will be cancelled. You will still be deemed to release the Released PAGA Claims even if you do not timely cash your check.

**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, you may call the Third Party Administrator: .**