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

ALEJANDRO VALDEZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

C.H.I. AUTOMART, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV40168

Honorable Lawrence P. Riff
Department 7

**[PROPOSED] FINAL APPROVAL ORDER
GRANTING CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 14, 2023
Time: 10:00 a.m.
Dept.: 7

Complaint Filed: November 1, 2021
FAC Filed: January 20, 2022
Trial Date: None Set

1 Plaintiff Alejandro Valdez’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment, Class Representative Service Payment, and Administration Expenses Payment came before
4 this Court on **December 14, 2023 at 10:00 a.m.** in Department 7 of the above-captioned Court located
5 at 312 N. Spring Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Release (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class
8 Action and PAGA Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment,
10 the supporting papers filed by the Parties, the Declarations of Jonathan M. Genish, Miriam L.
11 Schimmel, Alejandro Valdez, and Cassandra Polites on behalf of ILYM, Inc., and the evidence and
12 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
13 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
14 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant C.H.I. Automart, Inc. (“Defendant”) (together, with Plaintiff, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the Class, defined as “all current and former non-exempt or hourly
19 paid employees of Defendant that have worked for Defendant in the State of California during the
20 Class Period,” is properly certified as a class for settlement purposes only. The “Class Period” is
21 defined as November 1, 2017 to December 8, 2022.

22 3. The Court appoints Plaintiff Alejandro Valdez as the Class Representative for
23 settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, and Joana Fang of
25 Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
27 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
28 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court

1 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
2 constitutes the best notice practicable under the circumstances, by providing individual notice to all
3 Class Members who could be identified through reasonable effort, and by providing due and adequate
4 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
5 Notice fully satisfied the requirements of due process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
12 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
13 or any other Released Party. Neither this Order, the Settlement, nor any document referred to herein,
14 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
15 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any
16 of the other Released Parties.

17 8. No Participating Class Members have objected to the terms of the Settlement.

18 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
19 recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment
20 from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the
21 amount of \$5,000.00.

22 10. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$133,333.33 (one-third of the Gross Settlement Amount), and the
24 reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$17,032.75. The
25 attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable
26 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the
27 common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient
28 litigation practices and reflects the actual benefit obtained for the Class.

1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,500.00 to ILYM Group, Inc. for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$7,500.00 to the Labor
4 Workforce and Development Agency as 75% of the payment allocated toward PAGA penalties.

5 13. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
6 Defendant will fund the Gross Settlement Amount and all employer payroll taxes by transmitting the
7 funds to the Administrator, in accordance with the terms and methodology set forth in the Settlement
8 Agreement.

9 14. It is hereby ordered that within fourteen (14) calendar days after Defendant funds the
10 Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments,
11 Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
12 Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses
13 Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment, and Class Representative Service Payment shall not precede disbursement of Individual
15 Class Payments and Individual PAGA Payments.

16 15. Funds from any settlement checks remaining uncashed after one hundred and eighty
17 (180) calendar days will be distributed pursuant to the Code of Civil Procedure section 384, to the
18 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
19 Civil Code § 1500 et seq., for the benefit of those Participating Class Members and Aggrieved
20 Employees who did not cash their checks until such time that they claim their property.

21 16. The “Released Parties” are defined as Defendant and each of its former and present
22 directors, officers, shareholders, owners, exempt employees, agents, trustees, representatives,
23 attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors,
24 assigns.

25 17. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
26 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
27 Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs,
28 administrators, successors, and assigns generally, release and discharge Released Parties from all

1 claims, transactions, or occurrences that occurred during the Class Period, including, but not limited
2 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in
3 the Operative Complaint, including, but not limited to (1) Failure to Pay Overtime (Cal. Lab. Code §§
4 510 and 1198); (2) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a)); (3) Failure
5 to Provide Rest Periods (Cal. Lab. Code § 226.7); (4) Failure to Pay Minimum Wages (Cal. Lab. Code
6 §§ 1194, 1197 and 1197.1); (5) Failure to Pay Wages Timely Upon Termination (Cal. Lab. Code §§
7 201, 202 and 203); (6) Failure to Pay Timely Wages During Employment (Cal. Lab. Code §§ 204 and
8 210); (7) Failure to Provide Accurate Wage Statements (Cal. Lab. Code § 226(a) and IWC Wage
9 Order); (8) Failure to Reimburse Business Expenses (Cal. Lab. Code §§ 2800 and 2802); (9) Unfair
10 Competition in Violation of Business & Professions Code Section 17200; and (10) all claims under
11 California’s Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2699 et seq.) and (b) all PAGA
12 claims that were, or reasonably could have been, alleged based on facts contained in the Operative
13 Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action and released under Paragraph
14 18, below (collectively, “Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or
15 actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment
16 benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any
17 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
18 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
19 believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all
20 respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

21 a. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes
22 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

23 A general release does not extend to claims that the creditor or releasing party does not
24 know or suspect to exist in his or her favor at the time of executing the release and that,
25 if known by him or her, would have materially affected his or her settlement with the
26 debtor or released party.

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1 18. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
2 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
3 Participating Class Members, on behalf of themselves and their respective former and present
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
5 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class
6 Period facts stated in the Operative Complaint and ascertained in the course of the Action [including,
7 but not limited to (1) Failure to Pay Overtime (Cal. Lab. Code §§ 510 and 1198); (2) Failure to Provide
8 Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods (Cal. Lab.
9 Code § 226.7); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197 and 1197.1); (5)
10 Failure to Pay Wages Timely Upon Termination (Cal. Lab. Code §§ 201, 202 and 203); (6) Failure to
11 Pay Timely Wages During Employment (Cal. Lab. Code §§ 204 and 210); (7) Failure to Provide
12 Accurate Wage Statements (Cal. Lab. Code § 226(a) and IWC Wage Order); (8) Failure to Reimburse
13 Business Expenses (Cal. Lab. Code §§ 2800 and 2802); (9) Unfair Competition in Violation of
14 Business & Professions Code Section 17200; and (10) all claims under California’s Private Attorneys
15 General Act of 2004 (Cal. Lab. Code §§ 2699 et seq.). Except as set forth in Paragraph 19 of this
16 Order, Participating Class Members do not release any other claims, including claims for vested
17 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
18 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
19 outside the Class Period.

20 19. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
21 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
22 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
25 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
26 Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, but
27 not limited to (1) Failure to Pay Overtime (Cal. Lab. Code §§ 510 and 1198); (2) Failure to Provide
28 Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods (Cal. Lab.

Code § 226.7); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197 and 1197.1); (5) Failure to Pay Wages Timely Upon Termination (Cal. Lab. Code §§ 201, 202 and 203); (6) Failure to Pay Timely Wages During Employment (Cal. Lab. Code §§ 204 and 210); (7) Failure to Provide Accurate Wage Statements (Cal. Lab. Code § 226(a) and IWC Wage Order); (8) Failure to Reimburse Business Expenses (Cal. Lab. Code §§ 2800 and 2802); (9) Unfair Competition in Violation of Business & Professions Code Section 17200; and (10) all claims under California's Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2699 et seq.).

20. No Class Members opted out of the Settlement by submitting a valid and timely Request for Exclusion, therefore, there are no Non-Participating Class Members.

21. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

22. Notice of entry of this Order shall be given to the Class Members by posting a copy of this Order on the Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order.

23. A Non-Appearance Case Review re: Final Report is set for _____ at _____ in Department 7 of this Courthouse located at 312 N. Spring Street, Los Angeles, California 90012. The Administrator shall file a Final report by _____.

IT IS SO ORDERED.

Dated: _____

Honorable Lawrence P. Riff
Judge of the Superior Court