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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ELIZABETH VILLAVICENCIO, SHAINA
SEPULVEDA, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

PERFORMANCE AUTOMOTIVE GROUP,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2021-00311505-CU-OE-GDS

Honorable Richard K. Sueyoshi
Department 53

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

Reservation ID: A311505-002
Date: June 12, 2025
Time: 1:30 p.m.
Department: 53

Complaint Filed: November 22, 2021
FAC Filed: December 16, 2024
Trial Date: None Set

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

1 This matter has come before the Honorable Richard K. Sueyoshi in Department 53 of the Superior
2 Court of the State of California, for the County of Sacramento, on June 12, 2025 at 1:30 p.m., on Plaintiffs
3 Elizabeth Villavicencio and Shaina Sepulveda's (together, the "Plaintiffs") Motion for Approval of Private
4 Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Release and Award
5 of Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Costs ("Motion for
6 Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiffs and Castle Law: California
7 Employment Counsel, PC appeared for Defendant Performance Automotive Group, Inc. ("Defendant").

8 On or around January 14, 2025, Plaintiffs and Defendant (together, the "Parties") executed the
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 Helene Mayer and Plaintiffs Elizabeth Villavicencio and Shaina
13 Sepulveda, 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 defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
25 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

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

4 6. The Settlement pertains to the following aggrieved employees:

5 All non-exempt employees who worked for Defendant during the PAGA Release Period
6 (“PAGA Employees”).

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

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

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

22 10. The Court approves the payment of \$122,500.00 to Plaintiffs’ Counsel for attorneys’ fees.
23 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$14,694.49 to Plaintiffs’ Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

1 12. The Court approves payment in the amount of \$7,500.00 to Plaintiff Elizabeth
2 Villavicencio and in the amount of \$7,500.00 to Plaintiff Shaina Sepulveda for their Enhancement
3 Awards. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in
4 accordance with this Order and Judgment and the Settlement Agreement.

5 13. The Court approves payment up to the amount of \$6,000.00 to Simpluris, Inc. for the
6 Settlement Administration Costs. This amount 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 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
9 Judgment and the Settlement Agreement.

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

15 16. No later than thirty (30) calendar days after the date of this Order and Judgment, Defendant
16 will provide the Settlement Administrator with the PAGA Employees List, in accordance with this Order
17 and Judgment and the Settlement Agreement.

18 17. No later than thirty (30) calendar days of the date of this Order and Judgment, Defendant
19 shall deposit \$350,000.00 into a qualified settlement account established, by the Settlement Administrator
20 for administration of the Settlement in accordance with this Order and Judgment and the Settlement
21 Agreement.

22 18. No later than seven (7) calendar days after receipt of the PAGA Employees List, and
23 Defendant fully funds the Total Settlement Amount, the Settlement Administrator shall distribute the
24 PAGA Penalty Amount to the LWDA, Individual Settlement Share checks and Cover Letters to all PAGA
25 Employees (together, the “PAGA Settlement Package(s)”), the Enhancement Awards to Plaintiffs, the
26 Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to
27 all PAGA Employees, the Attorneys’ Fees and Costs to Plaintiffs’ Counsel, unless instructed otherwise by
28 Plaintiffs’ Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

1 19. The Individual Settlement Share checks issued to PAGA Employees will remain valid for
2 180 calendar days, and thereafter, will be canceled. Funds associated with canceled checks will be
3 transmitted to Saint John's Program for Real Change in conformity with California Code of Civil
4 Procedure Section 384, as amended.

5 20. PAGA Employees shall not have the right to opt out of or object to the Settlement. Upon
6 the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the
7 rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with
8 respect to PAGA Employees, will be deemed to have knowingly and voluntarily released and forever
9 discharged Released Parties, to the full extent permitted by law, of and from the Action and from the
10 Released Claims.

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

16 22. "Released Claims" means any and all claims, arising during the PAGA Release Period, for
17 civil penalties under PAGA as well as any interest, fees, and costs available under PAGA, based on the
18 factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum,
19 regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct
20 regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide
21 correct regular rate of pay for associated meal premiums, failure to provide compliant rest periods and
22 associated premiums, failure to provide correct regular rate of pay for associated rest premiums, failure to
23 timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
24 compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure
25 to accurately record and pay sick leave, and failure to reimburse necessary business-related expenses and
26 costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
27 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage
28 Orders, including inter alia Wage Orders 2-2001, 4-2001, and 5-2001.

1 23. “PAGA Release Period” means the period from March 22, 2020 through March 23, 2023.

2 24. No individualized notice of this Order and Judgment is required to be provided to the
3 PAGA Employees. This Order and Judgment shall be submitted to the LWDA through the online system
4 established for the filing of notices and documents, in conformity with California Labor Code §
5 2699(1)(3).

6
7
8 Date: _____

Honorable Richard K. Sueyoshi
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Elizabeth Villavicencio, et al. v. Performance Automotive Group, Inc.*,
Sacramento Superior Court Case No. 34-2021-003115505-CU-OE-GDS

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 *Elizabeth Villavicencio, et al. v. Performance Automotive Group, Inc.*, Sacramento Superior Court Case No. 34-2021-003115505-CU-OE-GDS (“Action”).

The lawsuit was filed on November 22, 2021 by Elizabeth Villavicencio and Shaina Sepulveda (“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. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Defendant Performance Automotive Group, Inc. (“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 all non-exempt employees who worked for Defendant during the PAGA Release Period (“PAGA Employees”). The period March 22 2020, to [the date of the Court’s Approval of settlement or March 20, 2023] is the “PAGA Release Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Employee. Your Individual Settlement Share is based on the total number of Compensable Pay Periods that you worked for Defendant in California during the PAGA Release 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 and full funding of the First Installment>>, 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 Release 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 Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the correct regular rate of pay 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 accurately record and pay sick leave, and failure to reimburse necessary business-related expenses and costs, in violation 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 2-2001, 4-2001, and 5-2001.

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 canceled, and the funds associated with the canceled check will be transmitted to Saint John’s Program for Real Change.

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 [Settlement Administrator] at [toll-free phone number].