

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP - 6 2024

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

TAMARA SUVOROVA, as an individual
and on behalf of all others similarly
situated, ANDY ECHEVERRIA
PALOMO, as an individual and on behalf
of all others similarly situated,

Plaintiffs,

vs.

VKS MURRIETA LIMITED
PARTNERSHIP, et al.,

Defendants

Case No.: CIVSB2203870

(Assigned for all purposes to the Hon. Joseph L.
Ortiz, Dept. S-17)

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 16, 2024

Time: 1:30 P.M.

Dept: S-17

Action Filed: February 17, 2022

Trial Date: None Set

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

1 Plaintiffs Tamara Suvorova, Andy Echeverria Palomo, and David Scott's (collectively,
2 "Plaintiffs" or "Class Representatives") Motion for Preliminary Approval of Class Action
3 Settlement was filed with the Court on April 24, 2024, and a hearing was held before this Court
4 on May 16, 2024.

5 The Court has considered the Joint Stipulation of Class Action Settlement and Release of
6 Claims ("Settlement Agreement") and all other papers filed in this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED:**

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiffs and Defendants VKS Murrieta Limited Partnership, Concord West Automotive
10 Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive
11 Company Limited Partnership, LLCerrito Automotive Company, Murrieta Automotive
12 Company, and Hendrick Co. Automotive, LLC (collectively, "Defendants") filed herewith. The
13 Settlement Agreement appears to be fair, adequate, and reasonable to the Class.

14 2. The Class Representatives and Defendants (hereafter, "Parties"), through their
15 counsel of record in the Litigation, have reached an agreement to settle all claims in the
16 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 all current and former non-exempt employees who are or
20 previously were employed by Defendants in the State of California
21 during the Class Period [December 13, 2018, to November 10,
22 2023].

23 Should for whatever reason the Settlement Agreement not become Final, the fact that the
24 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
25 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
26 whether a class should be certified in a non-settlement context.

27 4. The Court appoints and designates: (a) Plaintiffs Tamara Suvorova, Andy
28 Echeverria Palomo, and David Scott as the Class Representatives and (b) Larry W. Lee and

1 Kristen M. Agnew of Diversity Law Group, P.C., and James M. Treglio of Potter Handy LLP as
2 Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with
3 respect to all acts or consents required by, or which may be given, pursuant to the Settlement
4 Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and
5 its terms. Any Class Member may enter an appearance through his or her own counsel at such
6 Class Member's own expense. Any Class Member who does not enter an appearance or appear
7 on his or her own behalf will be represented by Class Counsel.

8 5. The Court hereby approves the terms and conditions provided for in the
9 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
10 falls within the range of reasonableness of a settlement, including the amount of the PAGA
11 penalties, and appears to be presumptively valid, subject only to any objections that may be
12 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
13 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
14 Members when balanced against the probable outcome of further litigation relating to liability
15 and damages issues. It also appears that investigation, research, and court proceedings have been
16 conducted so that counsel for the Parties are able to reasonably evaluate their respective
17 positions. It appears to the Court that settlement at this time will avoid substantial additional
18 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
19 prosecution of the litigation. It also appears that settlement has been reached as a result of
20 intensive, serious, and non-collusive arm's-length negotiations.

21 6. A final fairness hearing on the question of whether the proposed Settlement
22 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs
23 to Class Counsel, payment of PAGA penalties, and the Class Representative Service Awards
24 should be finally approved as fair, reasonable, and adequate as to the members of the Class is
25 hereby set for February 3 at 1:30 AM in this Court.

26 7. The Court hereby approves, as to form and content, the Notice of Proposed Class
27 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A**
28 to the Settlement Agreement. The Court finds that distribution of the Class Notice substantially

1 in the manner and form set forth in the Settlement Agreement and this Order meets the
2 requirements of due process and shall constitute due and sufficient notice to all parties entitled
3 thereto.

4 8. The Court appoints and designates CPE Group as the Settlement Administrator.
5 The Court hereby directs the Settlement Administrator to provide the approved Class Notice to
6 Class Members using the procedures set forth in the Settlement Agreement.

7 9. Any Class Member may choose to opt out of and be excluded from the settlement
8 as provided in the Settlement Agreement and Notice Packet and by following the instructions for
9 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
10 bound by the Settlement Agreement, except as to the release of claims for civil penalties under
11 the PAGA. *ZB V 1 v. Superior Ct.*, 8 Cal. 5th 175, 196 (2019). ("Nonparty employees are bound
12 by the judgment in an action under the PAGA"). Further, any person who timely and properly
13 opts out of the settlement will not have any right to object, appeal, or comment thereon. Any
14 Request for Exclusion must be in writing and signed by each such Class Member opting out and
15 must otherwise comply with the requirements delineated in the Class Notice. Class Members
16 who have not requested exclusion by submitting a valid and timely Request for Exclusion, by the
17 Response Deadline, shall be bound by all determinations of the Court, the Settlement Agreement,
18 and Judgment.

19 10. Any Class Member may object to the Settlement Agreement or express his or her
20 views regarding the Settlement Agreement and may present evidence and file briefs or other
21 papers that may be proper and relevant to the issues to be heard and determined by the Court as
22 provided in the Class Notice.

23 11. The Motion for Final Approval shall be filed by the Class Representatives no later
24 than sixteen (16) court days before the Settlement Fairness Hearing.

25 12. The Court reserves the right to adjourn or continue the date of the Settlement
26 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
27 the Class, and retains jurisdiction to consider all further applications arising out of or connected
28 with the Settlement Agreement.

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IT IS SO ORDERED.

DATED *Sept.*



HON. JOSEPH L. ORTIZ
SUPERIOR COURT OF CALIFORNIA