

FILED
Superior Court of California
County of Los Angeles

DEC 16 2022

Sherri A. Carter, Executive Officer/Clerk
By K. Mason Deputy

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Attorneys for Plaintiff Daniel Analco

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

DANIEL ANALCO, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

FELIX CHEVROLET, LP, a California limited
partnership; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21STCV36654

Honorable Robert B. Broadbelt
Department 53

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 16, 2022
Time: 10:00 a.m.
Dept.: 53

Complaint filed: October 5, 2021
Trial Date: None Set

1 Plaintiff Daniel Analco's ("Plaintiff's") Motion for Final Approval of Class Action and PAGA
2 Settlement came before this Court on **December 16, 2022 at 10:00 a.m.** in Department 53 of the
3 above-captioned Court located at 111 N. Hill Street, Los Angeles, California 90012.

4 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
5 ("Settlement Agreement" and "Settlement"), Plaintiff's Motion for Final Approval of Class Action
6 Settlement, the supporting papers filed by the Parties, the Declarations of Jonathan M. Genish, Miriam
7 L. Schimmel, Daniel Analco, and Krystal Quiroz on behalf of ILYM Group, Inc., and the evidence
8 and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
9 Action Settlement and Documents thereto, the Court grants final approval of the Settlement and
10 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

11 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
12 including all members of the Settlement Class.

13 2. The Court finds that the class is properly certified as a class for settlement purposes
14 only.

15 3. The Court appoints Plaintiff Daniel Analco as Class Representative for settlement
16 purposes only.

17 4. The Court appoints Jonathan M. Genish of Blackstone Law, APC as Class Counsel for
18 settlement purposes only.

19 5. The Notice provided to the Settlement Class conforms with the requirements of
20 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
21 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
22 law, and constitutes the best notice practicable under the circumstances, by providing individual notice
23 to all class members who could be identified through reasonable effort, and by providing due and
24 adequate notice of the proceedings and of the matters set forth therein to the other class members. The
25 notice fully satisfied the requirements of due process.

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

7. The Settlement Agreement is not an admission by Defendant Felix Chevrolet, LP, or by any other released party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other released party. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other released parties.

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

9. Upon entry of this Order, compensation to the Participating Class Members as that term is defined in the Settlement Agreement shall be paid pursuant to the terms of the Settlement and

10. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the payment from the Gross Settlement Payment of an enhancement award to Plaintiff, in the amount of \$7,500.00.

11. The Court approves the payment from the Gross Settlement Payment of attorneys' fees to Class Counsel in the sum of \$112,500.00 (one-third of the Gross Settlement Payment), and the reimbursement of actual litigation expenses in the sum of \$11,241.61. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the class.

12. The Court approves and orders payment from the Gross Settlement Payment in the amount of \$7,500.00 to ILYM Group, Inc. for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$18,750.00 to the Labor Workforce and Development Agency as 75% of the payment allocated toward PAGA penalties.

14. The Parties are ordered to give notice of the judgment to all Class Members in accordance with CRC 3.771(b).

to the Settlement Agreement.

Defendant shall make the class + PAGA settlement payment of \$1,337,500 pursuant to

1 15. Funds for any settlement checks remaining uncashed after one hundred and eighty
2 (180) ^{days} will be distributed pursuant to the Code of Civil Procedure section 384, to the Controller of the
3 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500
4 et seq., for the benefit of those Participating Class Members and PAGA Members who did not cash
5 their checks until such time that they claim their property.

6 16. Upon funding of the Settlement by Defendant, the Plaintiff and all members of the class
7 who were not excluded from the class, shall have, by operation of this Order and Judgment, fully,
8 finally and forever released, relinquished, and discharged Defendant and the Released Parties from all
9 Settled Claims as defined by the terms of the approved settlement. This final judgment bars members
10 of the class who did not timely exclude themselves from the settlement from asserting the released
11 Settled Claims in the future.

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

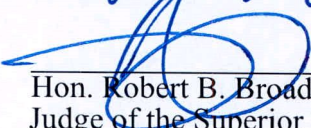
16 18. The settlement administrator shall file a final report ^{no later than} by August 1, 2023
17 ^{confirming} indicating the disbursements were made pursuant to the settlement.

18 19. A ^{status conference} ~~non-appearance case review~~ re Compliance with the Distribution is set for
19 August 14, 2023 at 11:00 a.m. in Department 53 of this Courthouse located at
20 111 N. Hill Street, Los Angeles, California 90012.

21 **IT IS SO ORDERED.** ^{20. Judgment is entered pursuant to the Settlement Agreement and terms set forth above.}

22 ^{21. Plaintiff shall give notice of this judgment and order.}

23 Dated: DEC 16 2022

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25 Hon. Robert B. Broadbelt
26 Judge of the Superior Court
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