

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Aggrieved Employees

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

MARK CERVANTEZ, MICHELLE
WILLIAMS AND JERMELL JACKSON,
individually and on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

GENUINE PARTS COMPANY, a Georgia
Corporation, doing business as NAPA AUTO
PARTS; and DOES 1-50, inclusive,

Defendants.

CASE NO.: 22STCV00981

Assigned to the Hon. Gregory Keosian

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

Hearing Information:

Date: September 14, 2023

Time: 10:00 a.m.

Dept.: 61

Reservation ID: 924102938000

1 **[PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the PAGA Settlement Agreement Claims (the "Settlement
4 Agreement" and/or the "Settlement") submitted in support of Plaintiffs' Notice of Motion and
5 Motion to Approve PAGA Settlement ("Plaintiff's Motion") as Exhibit "A" to the Declaration of
6 Mehrdad Bokhour, and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiffs' Motion
7 is **GRANTED**, subject to the following findings and orders:

8 a) All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement.

10 b) The Court hereby approves the terms set forth in the Settlement Agreement and finds
11 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
12 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
13 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
14 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
15 respective positions. The Court also finds that settlement now will avoid additional and potentially
16 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
17 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
18 recognizes the significant value accorded to the Aggrieved Employees.

19 c) The Settlement Agreement is not an admission by Defendant Genuine Parts
20 Company d/b/a NAPA Auto Parts ("Defendant") or any of the Released Parties, nor is this Order a
21 finding of the validity of any allegations or of any wrongdoing by Defendant or any of the Released
22 Parties. Neither is this Order, the Settlement Agreement, nor any document referred to herein, nor
23 any action taken to carry out the Settlement Agreement, to be construed as, or to be used as, an
24 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against the
25 Defendant or any of the Released Parties and alleged wrongdoing/liability is expressly denied.

26 d) The Defendant and Released Parties shall pay the Aggrieved Employees pursuant to
27 the procedure described in the Settlement Agreement.

1 e) The Court hereby confirms James Hawkins and Christina Lucio of James Hawkins
2 APLC, Joshua Falakassa, Esq. of Falakassa Law, P.C. and Mehrdad Bokhour, Esq. of Bokhour Law
3 Group, P.C. as Plaintiffs' Counsel.

4 f) The Court hereby awards a Fee Amount (attorneys' fees) one-third (33.33%) of the
5 Settlement Sum, which is \$433,290.00 in attorneys' fees and \$24,139.70 for reasonable litigation
6 costs (collectively "Plaintiffs' Counsel's Payment"). The Court finds that Plaintiffs' Counsel's
7 Payment is reasonable in light of the relevant factors under California law and in light of the benefit
8 obtained on behalf of the State of California and aggrieved employees. The payment of the Fee
9 Amount and the Cost Amount to Plaintiff's Counsel shall be made in accordance with the terms of
10 the Settlement.

11 h) The Defendant shall have no further liability for costs, expenses, interest, attorneys'
12 fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

13 i) The Court further orders, adjudges and decrees that the Aggrieved Employees (as
14 defined in the Settlement Agreement) fully release and discharge Defendant along with the
15 Released Parties, of the representative claims for civil penalties pursuant to the terms set forth in the
16 Settlement Agreement.

17 j) To effectuate the Settlement, Defendant is hereby ordered to provide the Settlement
18 Administrator with a list of the names, addresses and number of pay periods/paychecks issued to
19 each of the PAGA Settlement Members during the PAGA Period within fifteen (15) days after this
20 Order approving the Settlement. The contact information shall be provided confidentially to the
21 Settlement Administrator only, and the Settlement Administrator shall treat the information as
22 private and highly confidential and take all necessary precautions to maintain the confidentiality of
23 contact information of the PAGA Settlement Members.

24
25 **IT IS SO ORDERED.**

26
27 **DATED:** _____

JUDGE OF THE SUPERIOR COURT