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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

PARIS SPRY, individually, and on behalf of  
other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

JT-CGS MOTORS, INC., a California  
corporation ; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 22CV015162

Honorable Elizabeth Riles  
Department 512

**[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, GENERAL  
RELEASE FEE, AND SETTLEMENT  
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of  
Private Attorneys General Act (Cal. Labor Code §  
2698, *Et Seq.*) Settlement Agreement and Award of  
Attorneys' Fees and Costs, General Release Fee, and  
Settlement Administration Costs; Declarations of  
Plaintiff's Counsel (Travis J. Maher) and Plaintiff  
(Paris Spry) filed concurrently herewith]

Reservation: 460592549476  
Date: April 29, 2025  
Time: 2:30 p.m.  
Department: 512

Complaint Filed: July 27, 2022  
Trial Date: None Set

1 This matter has come before the Honorable Elizabeth Riles in Department 512 of the Superior Court  
2 of the State of California, for the County of Alameda, on April 29, 2025, at 2:30 p.m., on Plaintiff Paris  
3 Spry's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*  
4 *Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement  
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff  
6 and Fisher & Phillips LLP appeared for Defendant JT-CGS Motors, Inc. ("Defendant").

7 On or around January 31, 2025, Plaintiff and Defendant (collectively, the "Parties") executed the  
8 PAGA Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

9 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
10 Declaration of Plaintiff's Counsel Travis J. Maher, and (3) the Settlement Agreement.

11 Having duly considered the Parties' papers and oral argument, and good cause appearing,

12 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

13 1. The Motion for Approval of Settlement is granted.  
14 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.  
15 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private  
16 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing  
17 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the  
18 specific provisions of the California Labor Code alleged to have been violated, including, and not limited  
19 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §  
20 2699.3(a).

21 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in  
22 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or  
23 appear in the above-captioned action ("Action").

24 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

25 All current and former non-exempt employees employed by Defendant within the State of  
26 California during the period from May 23, 2021 to Present ("Aggrieved Employees").

27 6. The Court finds that the Parties reached the Settlement as a result of arm's-length  
28 negotiations.

1           7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated  
2 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,  
3 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement  
4 Amount shall be the Gross Settlement Amount (\$156,000.00), less the approved Attorneys’ Fees and Costs  
5 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement  
6 Administration Costs to ILYM Group, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent  
7 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA PAGA Payment”) and  
8 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees  
9 (“Individual PAGA Payments”) in accordance with this Order and Judgment and the Settlement Agreement.

10           8. The Court has considered the Settlement, and the monetary allocations provided thereby, and  
11 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement  
12 Administrator to administer the Settlement and to make the payments as provided for by, and consistent  
13 with, this Order and Judgment and the Settlement Agreement.

14           9. The Court approves the payment of \$58,178.04 to Lawyers *for* Justice, PC for attorneys’ fees  
15 and reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from  
16 the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the  
17 Settlement Agreement.

18           10. The Court approves payment in the amount of \$10,000.00 to Plaintiff Paris Spry for his  
19 General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be disbursed  
20 in accordance with this Order and Judgment and the Settlement Agreement.

21           11. The Court approves payment up to the amount of \$4,500.00 to ILYM Group, Inc. for the  
22 Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall  
23 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

24           12. The Parties are directed to perform in accordance with the terms set forth in this Order and  
25 Judgment and the Settlement Agreement.

26           13. The Court further finds that notice of the Settlement need not be provided to the Aggrieved  
27 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA  
28

1 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that  
2 it distributes their share of the Individual PAGA Payments.

3 14. No later than thirty (30) calendar days after the date of this Order and Judgment, Defendant  
4 will provide the PAGA Settlement Administrator with the Aggrieved Employee Data, in accordance with  
5 this Order and Judgment and the Settlement Agreement.

6 15. Within thirty (30) calendar days of the Effective Date, as defined in Section 1.9 of the  
7 Settlement Agreement, Defendant shall deposit the Gross Settlement Amount into a qualified settlement  
8 account established by the PAGA Settlement Administrator for administration of the Settlement.

9 16. No later than fourteen (14) calendar days after Defendant funds the Gross Settlement  
10 Amount, the Settlement Administrator shall distribute the Individual PAGA Payment checks to Aggrieved  
11 Employees, LWDA PAGA Payment to the LWDA, General Release Fee to Plaintiff, Attorneys' Fees and  
12 Costs to Plaintiff's Counsel, and payment to itself for the Settlement Administration Costs, as provided for  
13 by this Order and Judgment and the Settlement Agreement.

14 17. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid  
15 for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Uncashed and cancelled  
16 Individual PAGA Payment checks shall be transmitted by the PAGA Settlement Administrator to the  
17 California State Controller's Office Unclaimed Property Division, in the name of the Aggrieved  
18 Employee(s) whose check is cancelled and in the amount of his or her respective Individual PAGA  
19 Payment(s).

20 18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon  
21 the entry of this Order and Judgment and full funding of the Gross Settlement Amount, Plaintiff and the  
22 State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily  
23 released and forever discharged the Released Parties from the Released Claims.

24 19. "Released Parties" means Defendant, and each of their former and present directors, officers,  
25 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and  
26 affiliates.

27 20. "Released Claims" of the Aggrieved Employees means all claims for PAGA penalties that  
28 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint

1 and the Operative PAGA Notice concerning alleged violations of the California Labor Code and the  
2 California Industrial Welfare Commission Wage Orders during the PAGA Period for alleged: failure to  
3 provide meal periods, failure to provide rest periods, failure to pay regular and overtime wages, failure to  
4 pay minimum wages, failure to pay all wages to discharged and quitting employees, unlawful deductions  
5 and withholdings from employees' wages, failure to furnish accurate itemized wage statements, and to  
6 indemnify employees for necessary business expenditures incurred in discharge of duties, in violation of  
7 Labor Code sections 201, 202, 203, 204, 210, 223, 225.5 226(a), 226.3, 226.7, 227, 227.3, 246, 248.5, 510,  
8 512(a), 551, 552, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,  
9 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 1-2001, 4-2001, 5-2001, and 7-  
10 2001.

11 21. "PAGA Period" means the period from May 23, 2021 to present.

12 22. No individualized notice of this Order and Judgment is required to be provided to the  
13 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system  
14 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).  
15

16 Date: \_\_\_\_\_

\_\_\_\_\_  
17 Honorable Elizabeth Riles  
18 Judge of the Alameda Superior Court  
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# **Exhibit 1**

<<Mailing Date>>

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

Re: Settlement Payment from *Paris Spry v. JT-CGS Motors, Inc.*, Alameda Superior Court Case No. 22CV015162

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Paris Spry v. JT-CGS Motors, Inc.*, Alameda Superior Court Case No. 22CV015162 (the “Lawsuit” or “Action”).

The Lawsuit was filed on July 27, 2022, by Paris Spry (“Plaintiff”) against his former employer JT-CGS Motors, Inc. (“Defendant”), on behalf of the State of California, with respect to himself 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”). Through the Litigation, Plaintiff sought penalties for 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. Prior to filing the lawsuit, on April 28, 2022, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-881012-22. On October 29, 2024 Plaintiff Spry submitted an amended letter to the LWDA, pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 223, 225.5 226(a), 226.3, 226.7, 227, 227.3, 246, 248.5, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001. Plaintiff Spry filed an amended complaint on January 27, 2025 for the alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders.

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s claims, and the Court has not ruled on the merit of the claims or Defendant’s defenses. Rather, a settlement was reached between Plaintiff and Defendant to resolve Plaintiff’s disputed claims in the Action.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all Aggrieved Employees, in exchange for a release of certain legal claims throughout the “PAGA Period.” The term “Aggrieved Employees” means all current and former non-exempt employees employed by Defendant within the state of California during the PAGA Period. The PAGA Period means the period from May 23, 2021 to << Date>>.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you performed worked for Defendant in California during the PAGA Period. The Individual PAGA Payment 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 Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, and each of Defendant’s former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

“Released Claims” of the Aggrieved Employees means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the Operative PAGA Notice concerning alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders during the PAGA Period for alleged: failure to provide meal periods, failure to provide rest periods, failure to pay regular and overtime wages, failure to pay minimum wages, failure to pay all wages to discharged and quitting employees, unlawful deductions and withholdings from employees’ wages, failure to furnish accurate itemized wage statements, and to indemnify employees for necessary business expenditures incurred in discharge of duties, in violation of Labor Code sections 201, 202, 203, 204, 210, 223, 225.5 226(a), 226.3, 226.7, 227, 227.3, 246, 248.5, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001.

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 cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual PAGA Payment.

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