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Attorneys for Plaintiff MARIO GUTIERREZ and the
putative class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIO GUTIERREZ, an individual, on
behalf himself and all others similarly
situated,

Plaintiff

v.

SINGER 67, LLC dba Singer Vehicle
Design, a California Limited Liability
Company; and DOES 1 to 50,

Defendants.

CASE NO.: 22STCV20996

*[Assigned for all purposes to the
Honorable David S. Cunningham, Dept. 11]*

**[PROPOSED] ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS AND
INCENTIVE AWARD**

Date: June 3, 2025
Time: 10:00 A.M.
Dept: 11

Complaint Filed: June 28, 2022
Preliminary Approval
Granted: October 15, 2024.

1 **[PROPOSED] ORDER**

2 The Motion for Final Approval of Class Settlement came before this Court as duly noticed
3 on June 3, 2025. The above captioned Action is a class action lawsuit brought by Plaintiff Mario
4 Gutierrez (“Plaintiff”) against Defendant Singer 67, LLC (erroneously sued as Singer 67, LLC
5 dba Singer Vehicle Design) (“Defendant”).

6 On October 15, 2024, this Court signed and entered an order granting preliminary
7 approval of the class action settlement in this matter. The Preliminary Approval Order directed
8 the Parties to provide Notice to the Class, which informed the Class Members of: a) the proposed
9 Settlement and its key terms; (b) the date, time, and location of the Final Approval and Fairness
10 Hearing; (c) the right of any Class Member to object to the proposed Settlement, and an
11 explanation of the procedures to exercise that right; and (d) an explanation of the procedures for
12 Class Members to opt out of the proposed settlement. Plaintiff now seeks an order granting final
13 approval of the Settlement Agreement.

14 Due and adequate notice having been given to the Settlement Class Members, as defined
15 below, and the Court having considered Plaintiff’s Notice of Motion and Motion for Final
16 Approval of Class Action Settlement (“Motion”) and the exhibits thereto, all papers filed and
17 proceedings had herein and any written objections/disputes received regarding the proposed
18 Settlement, and having reviewed the record in the Actions, and good cause appearing, IT IS
19 HEREBY ORDERED:

20 **RECITALS**

21 1. On August 17, 2022, Plaintiff filed his class action complaint against Defendant alleging
22 twelve (12) causes of actions for: (1) Failure to Pay All Minimum Wages, (2) Failure to Pay All
23 Overtime Wages, (3) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums, (4)
24 Failure to Provide Meal Periods and Pay Missed Meal Period Premiums, (5) Failure to Maintain
25 Accurate Employment Records, (6) Failure to Pay Wages Timely during Employment, (7)
26 Failure to Pay All Wages Earned and Unpaid at Separation, (8) Failure to Indemnify All
27 Necessary Business Expenditures, (9) Failure to Furnish Accurate Itemized Wage Statements,
28 and (10) Failure To Pay Accrued Vacation Wages (Labor Code § 227.3), (11) Violations of

1 California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (12) PAGA
2 penalties (Labor Code § 2698 et seq.) (the “Action”). The Complaint was subsequently amended
3 to correct the name of the erroneously-named Defendant.

4 2. The Court adopts and incorporates by reference all defined terms as set forth in the
5 Settlement Agreement.

6 3. The Court has jurisdiction over the subject matter of the Action, Plaintiff, the Settlement
7 Class Members, Defendant, the Settlement, and the Settlement Agreement.

8 **FINDINGS**

9 4. The Court finds that the Settlement Agreement was made and entered into in good faith
10 and hereby approves the Settlement as fair, adequate, and reasonable to all Settlement Class
11 Members.

12 5. The Notice provided to the Settlement Class Members conforms with the requirements
13 of California Code of Civil Procedure section 382, California Civil Code section 1781, California
14 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
15 applicable law, and constitutes the best notice practicable under the circumstances, by providing
16 individual notice to all Settlement Class Members who could be identified through reasonable
17 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
18 therein to the Settlement Class Members. The Notice fully satisfies the requirements of due
19 process.

20 **ORDER**

21 6. Solely for purposes of effectuating the Settlement, the Court has certified a class define
22 as: All persons who are or were employed by Defendant as non-exempt employees in the State
23 of California between June 28, 2018, to February 12, 2024 (“Class Members”).

24 7. Zero (0) Class Members objected and Zero (0) Class Members requested to be excluded
25 from the settlement.

26 8. Plaintiff and all Settlement Class Members (“Participating Class Members”), which is all
27 Class Members since none submitted valid requests for exclusions to the Settlement
28 Administrator, ILYM Group, Inc. (“ILYM”), shall have, upon entry of this Final Approval Order

1 and Judgment, fully, finally, and forever released, relinquished, and discharged all Released
2 Statutory Claims. Released Statutory Claims means those claims which are pled or could have
3 been pled in the operative complaint based on the factual allegations in the operative complaint,
4 which arose during the Class Period, including, but not limited to, claims for: (1) Failure to Pay
5 All Minimum Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Rest Periods
6 and Pay Missed Rest Period Premiums; (4) Failure to Provide Meal Periods and Pay Missed Meal
7 Period Premiums; (5) Failure to Maintain Accurate Employment Records; (6) Failure to Pay
8 Wages Timely During Employment; (7) Failure to Pay All Wages Earned and Unpaid at
9 Separation; (8) Failure to Reimburse for Necessary Business Expenditures; (9) Failure to Furnish
10 Accurate Itemized Wage Statements; (10) Failure to Pay Accrued Unused Vacation Days; (11)
11 Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210), and
12 (12) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.
13 These Released Statutory Claims are identified under California Labor Code §§ 201, 202, 203,
14 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1,
15 1198, 1198.5, 1199, 2802, 2084, and IWC Wage Order No. 4-2001, 7-2001, and UCL violations
16 pursuant to Cal. Bus. & Prof. Code §17200 et seq.

17 9. The Gross Settlement Amount, the Individual Settlement Awards and the methodology
18 used to calculate and pay each Participating Class Member's Individual Settlement Award are
19 fair and reasonable. The Court authorizes ILYM to pay the Settlement Class Member Awards in
20 accordance with the terms of the Settlement Agreement.

21 10. Upon entry of this Order and Judgment, compensation to the Participating Class Members
22 shall be effected pursuant to the terms of the Settlement Agreement.

23 11. From the Gross Settlement Amount, the California Labor and Workforce Development
24 Agency shall be paid Seven Thousand Five Hundred Dollars (\$7,500.00) for penalties under the
25 Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

26 12. From the Gross Settlement Amount, Plaintiff shall be paid a Class Representative Service
27 Award in the amount of \$10,000 for Plaintiff's services as the Class Representative.

28 13. From the Gross Settlement Amount, Class Counsel is awarded the total amount of Two

1 Hundred and Fifty Thousand Dollars (\$250,000), for their reasonable attorneys' fees incurred in
2 the Action and Twenty Thousand Two Hundred Seventy-Nine Dollars and Ninety-Three Cents
3 (\$29,039.95) for their reasonable litigation costs incurred in the Action.

4 14. From the Gross Settlement Amount, ILYM shall be paid Settlement Administration Costs
5 in the amount of Nine Thousand Eight Hundred and Fifty Dollars (\$9,850.00).

6 15. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and
7 the Court directs that Judgment be entered in accordance with the terms of this Order.

8 16. A Compliance Hearing will be held on _____, at _ : _ .m. in Department 11.
9

10 **JUDGMENT**

11 Pursuant to the Order Granting the Motion for Final Approval of the Class Action Settlement and
12 Motion for Attorneys' Fees, Costs and Expenses, and a Class Representative Service Payment
13 ("Order"), it is hereby **ORDERED, ADJUDGED, AND DECREED as follows:**

14 1. Judgment in this matter is entered in accordance with, and incorporates by reference the
15 findings of, the Court's Order and the Joint Stipulation Of Settlement And Release, as Amended
16 (the "Settlement Agreement"). Unless otherwise provided herein, all terms used herein shall have
17 the same meaning as defined in the Settlement Agreement.

18 2. As provided by the Order, all Class Members who did not timely and properly opt out
19 from the Settlement are barred from pursuing, or seeking to reopen, any of the Released Claims,
20 as defined by the Settlement Agreement. Consistent with the definitions provided in the
21 Settlement Agreement, the Settlement Class consists of: All persons who are or were employed
22 by Defendant as non-exempt employees in the State of California between June 28, 2018, to
23 February 12, 2024.

24 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and
25 continuing jurisdiction over the above-captioned action and the parties, including all Class
26 Members, for purposes of enforcing the terms of the Judgment entered herein.

27 4. This document shall constitute a judgment (and separate document constituting said
28 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED.

Dated: _____

HON. DAVID S. CUNNINGHAM

Judge of the Superior Court,
County of Los Angeles

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