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

SEBASTIAN CANO, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

INFINITE VELOCITY
AUTOMOTIVE, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 22CV012765

*Assigned for all purposes to
Hon. Somnath Raj Chatterjee
Dept. 21*

**REVISED [PROPOSED] ORDER
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Date: April 8, 2025
Time: 2:30 p.m.
Dept: 21

1 The Court has received and considered the PAGA SETTLEMENT AGREEMENT
2 entered into by Plaintiff Sebastian Cano, as an individual, and on behalf of the people of the State
3 of California and as an “aggrieved employee” acting as a private attorney general under the Labor
4 Code Private Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”) and Defendant Infinite
5 Velocity Automotive, Inc. in the above-captioned action.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Judgment incorporates by reference the definitions in the PAGA SETTLEMENT
8 AGREEMENT (the “Settlement” or “Settlement Agreement”), a copy of which is attached as
9 Exhibit 1 to the Supplemental Declaration of Kristy R. Connolly In Support of Motion for
10 Approval of PAGA Settlement, and all terms defined therein shall have the same meaning as set
11 forth in the Settlement.

12 The Court hereby approves the Parties’ proposed Settlement and hereby enters FINAL
13 JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff and the
14 Aggrieved Employees. \$135,000 is awarded as attorneys’ fees and \$18,630.65 is awarded as costs
15 paid to Plaintiff’s Counsel. \$10,000 is awarded to Plaintiff in exchange for his General Release,
16 and \$5,990 is awarded as administrative costs to the Settlement Administrator. Of the remaining
17 Net Settlement Amount, 75% shall be paid to the Labor and Workforce Development Agency
18 and 25% shall be paid to the Aggrieved Employees as set forth in the Settlement Agreement.

19 The Court hereby approves, as to form and content, the notice to be distributed to the
20 PAAGA Employees, attached to the Settlement as Exhibit A. All Individual Settlement Checks
21 will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to the
22 California Court Appointed Special Advocates Association, a non-profit organization that the
23 Court approves as the Cy Pres Recipient, as set forth in the Settlement Agreement.

24 A Final Non-Appearance Hearing is set for February 17, 2026 at 2:30pm before this Court.
25 The administrator is to file a declaration no later than 5 court days in advance to confirm that the
26 distribution of funds is complete. Counsel shall also submit an amended judgment as described
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1 in Code of Civil Procedure section 384, subdivision (b). If distribution efforts are not complete,
2 counsel shall call the clerk and reschedule.

3 This Judgment is intended to be a final disposition in its entirety of the above captioned
4 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
5 of all matters relating to the interpretation, administration, implementation, effectuation, and
6 enforcement of the Settlement pursuant to C.C.P. § 664.6.

7 IT IS SO ORDERED.

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9 Dated: _____

10 Hon. Somnath Raj Chatterjee
11 Judge of the Superior Court
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