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Superior Court of California
County of Los Angeles
06/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

ERNESTO GUZMAN OROZCO
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

UNITED MOVING CARS, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22STCV30467

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Date: June 26, 2024

Time: 10:30 a.m.

Dept.: SS1

1 WHEREAS, Plaintiff Ernesto Guzman Orozco (hereafter “Plaintiff”) has filed his Motion
2 for Final Approval of Class Action Settlement. The matter came on regularly for hearing on June
3 26, 2024, at 10:30 a.m. in Department SS1 of the above-referenced Court. Counsel for Plaintiff
4 and Defendant United Moving Cars (“Defendant”) appeared. Having considered the papers filed
5 by all parties and the proceedings had and otherwise being fully informed,

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

7 1. This Final Approval Order and Judgment (“Order”) incorporates by reference the
8 definitions in the Amended Class Action and PAGA Settlement Agreement and Class Notice (the
9 “Agreement” or “Settlement Agreement”) filed in this matter. All terms defined in the Settlement
10 shall have the same meaning in this Order. Solely for purposes of effectuating the Settlement,
11 the Court has certified a Class defined as follows: “all current and former hourly non-exempt
12 employees of Defendant in California at any time from October 27, 2020, through the date of
13 preliminary approval of the settlement.”

14 2. The Court further approves the terms of settlement relating to Aggrieved
15 Employees for the PAGA claim defined as follows: “all current and former hourly non-exempt
16 employees of Defendant in California at any time from August 27, 2021, through the date of
17 preliminary approval of the settlement.”

18 3. This Court has jurisdiction over the subject matter of this litigation and over all
19 parties to the litigation, including Plaintiff and the Class Members.

20 4. The Court finds that pursuant to the Preliminary Approval Order, the Settlement
21 Administrator mailed a Class Notice to Class Members (and Plaintiff, on behalf of himself and as
22 agent and proxy on behalf of the LWDA). The Class Notice fairly and adequately informed Class
23 Members (and PAGA Aggrieved Employees) of the terms of the proposed Settlement and the
24 benefits available to Class Members/Aggrieved Employees thereunder. The Class Notice further
25 informed Class Members (and PAGA Aggrieved Employees) of the pendency of the Action, of
26 the proposed Settlement, of Class Members’ right (and that of PAGA Aggrieved Employees) to
27 receive their share of the Settlement (if approved), of the scope and effect of the Released Claims,
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1 of the preliminary Court approval of the proposed Settlement, of exclusion and objection forms
2 for Class Members (not PAGA Aggrieved Employees), timing and procedures, of the date of the
3 Final Approval Hearing, and of the right to attend the Final Approval Hearing. Class Members
4 had adequate time to consider this information and to use the procedures identified in the Class
5 Notice. The Court finds and determines that this notice procedure afforded adequate protections
6 to Class Members/Aggrieved Employees and provides the basis for the Court to make an informed
7 decision regarding approval of the Settlement based on the responses of Class Members and met
8 applicable requirements of due process.

9 5. The Court finds that no individuals opted out of the Settlement.

10 6. The Court finds no objections were submitted to the Settlement.

11 7. The Court finds that the Settlement offers significant monetary recovery to Class
12 Members (and PAGA Aggrieved Employees) and finds that such recovery is fair, adequate and
13 reasonable when balanced against further litigation related to liability and damages issues. The
14 Court further finds that the Parties have conducted significant investigation, formal and informal
15 discovery, research and litigation such that counsel for the Parties are able to reasonably evaluate
16 their respective positions at this time. The Court finds that the proposed Settlement, at this time,
17 will avoid substantial additional time and costs for all Parties, as well as avoid the risks and delay
18 inherent to further prosecution of the claims being alleged. The Court further finds that the Parties
19 reached the Settlement as the result of serious and non-collusive, arms-length negotiations. Thus,
20 the Court approves the Settlement set forth in the Settlement and finds that the Settlement is, in
21 all respects, fair, adequate and reasonable, and consistent with and in compliance with California
22 law, and orders the Parties to effectuate the Settlement according to its terms.

23 8. The Court hereby GRANTS final approval of the Settlement and in doing so finds
24 and orders the following items and allocations:

- 25 a. A Gross Settlement Amount of \$929,676.00, exclusive of Employer's Side
26 taxes which will be paid separately by Defendant;
27 b. The Class Representative Service Payment to the Plaintiff of \$7,500; Plaintiff is
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1 an adequate representative of the Settlement Class and PAGA Aggrieved
2 Employees and it appoints him as Class Representatives. Furthermore, it approves
3 payment of the above Class Representative Service Payment. This payment is to
4 come out of the Gross Settlement Amount in recognition of his service on behalf
5 of the Class, which is in addition to his payments as a Settlement Class Members
6 and PAGA Aggrieved employee. The Class Representative Service Payment will
7 be paid in accordance with the terms of the Settlement.

8 c. The Court further finds that Ian M. Silvers of Bisnar | Chase LLP has adequately
9 represented the Settlement Class including for the purpose of entering into and
10 implementing the Settlement, and he is appointed as Class Counsel. Furthermore,
11 the Court approves Class Counsel's request for Attorney's Fees in the amount of
12 \$309,8962.00 (representing one third of the Gross Settlement Amount) and Costs
13 of \$17,040.50. The Attorney's fees and litigation expenses shall be paid in
14 accordance with the Settlement. The Parties are to bear their own attorney's fees
15 and costs, except as otherwise provided in this paragraph.

16 d. The Court approves the Settlement Administration Fee of \$14,550, to be paid to
17 ILYM Group out of the Gross Settlement Amount. The Court further orders ILYM
18 Group to distribute payment of the settlement funds in accordance with the terms
19 of the Settlement.

20 e. The Court approves the PAGA Payment of \$25,000.00, with \$18,750.00 going to
21 the LWDA and \$6,250.00 to be included within the Net Settlement Amount.

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23 9. Based on the above numbers, this leaves a Net Settlement Amount (the Gross
24 settlement Amount minus the above deductions) available for distribution to
25 Participating Class members of \$555,693.50.

26 10. The Court approves the payments to the Settlement Class Members and PAGA
27 Aggrieved Employees, according to the terms of the Settlement Agreement and this
28 Order.

1 11. In accordance with the terms of the Settlement, the Court orders that all
2 Participating Class Members (and PAGA Aggrieved Employees), regardless of whether
3 or not they cash any individual settlement amount check, will be bound by the releases
4 detailed in the Settlement and this Order.

5 12. Upon the occurrence of the Effective Date, as defined in the Settlement
6 Agreement, the Court hereby orders that all Participating Class Members shall be deemed to have
7 released the "Released Claims" against Released Parties, for the following released claims:

8 All Participating Class Members, on behalf of themselves and their respective former
9 and present representatives, a

10 gents, attorneys, heirs, administrators, successors, and assigns, release Released
11 Parties from (i) all claims that were alleged, or reasonably could have been alleged,
12 based on the Class Period facts stated in the Operative Complaint including, any and
13 all claims involving any alleged failure to pay minimum wage, overtime, reimburse
14 for business expenses, provide compliant wage statements and pay all wages due at
15 the time employment ends. Except as set forth in Section 6.3 of the Settlement
16 Agreement, Participating Class Members do not release any other claims, including
17 claims for vested benefits, wrongful termination, violation of the Fair Employment
18 and Housing Act, unemployment insurance, disability, social security, workers'
19 compensation, or claims based on facts occurring outside the Class Period.

20 13. Upon the occurrence of the Effective Date, as defined in the Settlement
21 Agreement, the Court hereby orders that the following claims shall be deemed to be fully released
22 regarding the PAGA:

23 All Participating and Non-Participating Class Members who are Aggrieved
24 Employees are deemed to release, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, the Released Parties, from all claims
27 for PAGA penalties that were alleged, or reasonably could have been
28 alleged, based on the PAGA Period facts stated in the Operative Complaint
and the PAGA Notice, including, any and all claims involving any alleged
failure to pay minimum wage, overtime, reimburse for business expenses,
provide compliant wage statements and pay all wages due at the time
employment ends.

1 14. Upon the occurrence of the Effective Date, the Court hereby orders that Plaintiff,
2 shall further release all unknown claims against Defendant and/or the Released Parties which are
3 covered by California Civil Code Section 1542, and Plaintiff waives this section, which states:
4 “A general release does not extend to claims that the creditor or releasing party does not know or
5 suspect to exist in his or her favor at the time of executing the release and that, if known by him
6 or her, would have materially affected his or her settlement with the debtor or released party.”

7 15. Neither this Order nor the Settlement (or any other document referred to in this
8 Order or the Settlement), may be construed as, or may be used as, an admission of liability or
9 fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the
10 lawsuit or of any wrongdoing or violation of law. The Settlement is not a concession by the Parties
11 and, to the extent permitted by law, neither this Order nor the Settlement, nor any of their terms
12 or provisions, nor any of the negotiations or proceedings connected with them, shall be offered
13 as evidence or received in evidence in any pending or future civil, criminal, or administrative
14 action or proceeding to establish any liability of, or admission by, the Released Parties.
15 Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the use of
16 this Order or the entry of Judgment in a proceeding to consummate or enforce the Settlement, or
17 defend against the assertion of claims in any other proceeding, or as otherwise required by law.
18 This Order and the Settlement may be filed in any action against or by Defendant or the Released
19 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith
20 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
21 preclusion, issue preclusion or similar defense or counterclaim.

22 16. The Court further directs the Parties to effectuate the Settlement according to the
23 terms of the Settlement Agreement, including payment to Class Members, ILYM Group, the
24 LWDA, Aggrieved Employees and Class Counsel and sending uncashed checks to the State
25 Controller’s Office, Unclaimed Property Division.

26 17. This Order is intended to be a final disposition in its entirety of the above captioned
27 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
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1 of all matters relating to the interpretation, administration, implementation, effectuation, and
2 enforcement of the Settlement pursuant to Code of Civil Procedure § 664.6.

3 18. A Non-Appearance hearing regarding receipt of declarations setting forth that all
4 of the settlement funds have been distributed per the agreement, is set for ^{December} ~~June~~ 26, 2025. The
5 Parties are directed to provide a report to the Court at least 7 calendar days before this date
6 addressing the above items.

7 19. The Parties are ordered to cause a copy of this Order and Judgment to be posted
8 by the Settlement Administrator, ILYM Group, on its website, to provide notice to the Class as
9 required by California Rule of Court 3.771(b). Plaintiff is directed to submit a copy of this Order
10 and Judgment to the LWDA.

11 20. The Court hereby ORDERS, ADJUDGES AN DECREES that a judgment in this
12 matter is hereby entered in accordance with the above. The Court will retain jurisdiction over
13 the parties to enforce the terms of the settlement pursuant to California Rules of Court, Rule
14 3.769(h).

15 **IT IS SO ORDERED.**

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17 DATED: June 26, 2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

18 Stuart M. Rice / Judge

19 Judge of the Superior Court
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