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7
8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10
11 MICHAEL VALDIVIESO, on behalf of himself)
and all aggrieved employees,)

12 Plaintiff,

13 v.

14 UNIVERSAL AUTO GROUP, INC.. and DOES)
1 to 100,)

15 Defendants.)
16

NO. 23GDCV00191

) ~~Proposed~~ ORDER GRANTING
) STIPULATION TO APPROVE PAGA
) SETTLEMENT
)

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18
19 Based on the parties' stipulation, the court grants the stipulation to approve the PAGA settlement
20 on the same terms as the PAGA Settlement Agreement and with good cause appearing, orders the
21 following:

- 22 1. Defined terms in this Order granting approval of the PAGA Settlement ("Order")
23 have the same definition as the terms of the PAGA Settlement.
24 2. The Court has jurisdiction over the subject matter of the PAGA cause of action,
25 which was not submitted to binding arbitration, over all service advisors/writers of
26 Defendant who worked for Defendant from November 22, 2021 to the date of
27 settlement approval, ("Aggrieved Employees" and "Release Period"), and over
28 those persons or entities undertaking affirmative obligations under this PAGA

FILED
Superior Court of California
County of Los Angeles

01/04/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Ataryan Deputy

Settlement.

3. The Court determines that there is sufficient evidence to determine that the PAGA Settlement is not “unjust, arbitrary and oppressive, or confiscatory” but was entered into in good faith, is fair, reasonable, and adequate under the circumstances, and that the Parties have satisfied the standards and applicable requirements for approval of a settlement of claims brought under the PAGA.

4. The Court finds that pursuant to California Labor Code Section 2699(1)(2) and (1)(4), the LWDA was given timely notice of the PAGA Settlement. On the same day the stipulation was filed, Plaintiff submitted to the LWDA a notice of the PAGA Settlement, attached to which was a copy of the PAGA Settlement & Release Agreement. Plaintiff’s notice of PAGA Settlement complied with the requirements of California Labor Code section 2699(1)(2).

IT IS HEREBY ORDERED THAT;

1. The terms of the PAGA Settlement are approved under California Labor Code section 2699(1)(2).

2. The Court affirms approval of the PAGA Settlement as detailed in the PAGA Settlement Agreement attached as Exhibit 1 to Adam Rose’s declaration in support of the as to the following individuals:

a. Aggrieved Employees meaning all service writers and service advisors employed by Defendant in California between November 22, 2021 and the date of approval of the settlement.

3. Upon the Effective Final Settlement Date and payment by Defendant of the Gross Settlement Amount of \$60,000, this PAGA Settlement may have res judicata or collateral estoppel effect on Plaintiff, the LWDA, and all PAGA Members on behalf of themselves or as representatives acting as proxy or agent of the LWDA, and each of their heirs, executors, administrators, attorneys, agents, predecessors, successors, and assigns (“Releasing Parties”), for the period spanning November 22, 2021 through date of approval of this settlement, from pursuing any action for claims, rights, demands, liabilities and causes of action for civil penalties under the

1 PAGA against Defendant and each of its parents, subsidiaries, and related entities, and its officers,
2 directors, shareholders, persons, current and former employees, agents, servants, representatives,
3 members, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with
4 whom it has been, is now, or may hereafter be affiliated (“Released Parties”) based on the factual
5 allegations and Labor Code Sections alleged or that could have been alleged against the Released
6 Parties arising out of the facts, circumstances, and primary rights at issue in the Complaint and First
7 Amended Complaint, including but not limited to allegations of, PAGA penalties resulting from
8 alleged violations of, California Labor Code sections 1197, 1197.1, 226, 246, 226.3, 226.7,
9 201, 202, 203, 510, 512, 558, for off the clock work, minimum wage violations, overtime
10 violations, wage statement violations, waiting time penalties, sick pay rate violations, and
11 meal and rest break violations (the “PAGA Released Claims”). This release applies whether or
12 not a given PAGA Member receives or cashes his or her portion of the Net PAGA Settlement
13 allocable to each PAGA Member as consideration for the settlement and release of claims for
14 penalties under the PAGA (“PAGA Settlement Share”). This PAGA Settlement releases all PAGA
15 claims against Defendant in this lawsuit.

16 4. The gross PAGA settlement amount is \$60,000.

17 5. From that amount, the following deductions are made: 1) attorney fees of \$20,000, 2)
18 \$1,750 for settlement administration, and 3) \$737 for proportionate costs.

19 6. That leaves a net PAGA settlement amount of \$37,513.

20 7. Of the net settlement amount, 75% or \$28,134.75 will go the Labor and Workforce
21 Development Agency, and 25% or \$9,378.25 will be distributed to the aggrieved employees on an
22 equal share basis, per person. The Net PAGA Settlement, and the methodology used to calculate
23 and pay each PAGA Settlement Share, in accordance with the PAGA Settlement, is approved under
24 California Labor Code section 2699(1)(2).

25 8. For the 24 aggrieved employees, the settlement administrator, which is Phoenix Class
26 Action Administration Solutions, will distribute the checks to the aggrieved employees.

27 9. The mailing instructions and timing of payment in the PAGA Settlement Agreement are
28 approved.

10. Pursuant to Code of Civil Procedure section 664.6, after entry of the request for dismissal of the Action, with prejudice, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the PAGA Settlement, (ii) PAGA Settlement administration matters, and (iii) such matters as may be appropriate under court rules or applicable law, or as set forth in the PAGA Settlement.

11. Nothing in this Order or PAGA Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant. This PAGA Settlement and the fact that Plaintiff and Defendant are willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the PAGA Settlement).

12. Within ten (10) calendar days after entry of this Order approving the PAGA Settlement, Plaintiff shall submit a copy of the Order to the LWDA in compliance with California Labor Code section 2699(1)(3).

13. Within thirty (30) calendar days after the Settlement Administrator distributes the Net PAGA Settlement to the LWDA and PAGA Members, the Settlement Administrator shall provide Plaintiff a declaration confirming the same, and within fourteen (14) calendar days after Plaintiff receives the Settlement Administrator's declaration, Plaintiff shall file a request for dismissal with prejudice of the entire Action.

IT IS SO ORDERED.

Date:

01/04/2024



Hon. Judge Ashfaq G. Chowdhury

Ashfaq G. Chowdhury / Judge