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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CHRISTIAN GUEVARRA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CHILTON'S A-1 AUTO BODY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED

San Francisco County Superior Court

FEB 03 2026

CLERK OF THE COURT

BY: *[Signature]* Deputy Clerk

Case No.: CGC-22-603682

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Joseph M. Quinn, Department 302

JMQ
~~**PROPOSED**~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 3, 2026
Time: 9:00 a.m.
Dept. 302

1 **FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On October 2, 2025, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Christian Guevarra ("Plaintiff") and Defendants
8 Chilton's A-1 Auto Body, Inc.; Chilton Auto Body San Mateo, Inc.; Chilton Auto Body, Inc.; Chilton
9 Auto Body Nob Hill, Inc.; Chilton Auto Body San Rafael, Inc.; Chilton Autobody Burlingame, Inc.;
10 Chilton Auto Body Eddy, Inc.; Chilton Auto Body North, Inc.; Chilton Auto Body of Santa Clara,
11 Inc.; Chilton Auto Body LAX, Inc.; Chilton Auto Body Santa Rosa, Inc.; Chilton Auto Body of
12 Oakland, Inc.; Chilton Auto Body Hayward, Inc.; Chilton Auto Body of Pleasanton, Inc.; Chilton
13 Auto Body San Leandro, Inc.; Chilton Auto Body Industrial, Inc.; Chilton Auto Body San Francisco,
14 Inc.; and Chilton Auto Body Berkeley, Inc. (collectively, "Defendants," and together with Plaintiff,
15 the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement Agreement (the
16 "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support
17 of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

18 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
19 Settlement, including a motion for payment of the Class Counsel's attorneys' fees and costs, the
20 Class Representative Service Payment, the Administration Expenses Payment, and the PAGA
21 Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate
22 as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final
23 Approval Order.

24 Due and adequate notice having been given to Class Members, and the Court having reviewed
25 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
26 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
27 any oral argument, and good cause appearing,

28 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

1 1. The Court, for purposes of this Final Approval Order, refers to all terms and
2 definitions as set forth in the Settlement.

3 2. Plaintiff's Motion for Final Approval came before Department 302 of this Court, the
4 Honorable Joseph M. Quinn presiding, on February 3, 2026.

5 3. The Court finds that the Settlement was made and entered into in good faith, the terms
6 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
7 investigation conducted by Plaintiff and his counsel of record ("Class Counsel").

8 4. The Court certifies, for settlement purposes only, the following class (the "Class" or
9 "Class Members"): All individuals who worked for Defendants in California as hourly, non-exempt
10 employees at any time during the Class Period. The "Class Period" means the period from December
11 27, 2018, through October 4, 2024.

12 5. The Released PAGA Claims shall bind the following individuals ("Aggrieved
13 Employees"): All individuals who worked for Defendants in California as hourly, non-exempt
14 employees at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of
15 this Settlement only, all Aggrieved Employees are "aggrieved employees" as defined pursuant to
16 PAGA. The "PAGA Period" means the period between December 27, 2021, through October 4,
17 2024.

18 6. Two Requests for Exclusion were received from Jose Guterrez and Shannon Piedra.
19 Accordingly, these two individuals are excluded from the Class, and 657 Class Members remain in
20 the Class and are bound by this Final Approval Order and accompanying Judgment.

21 7. The Court finds that a full opportunity has been afforded to Class Members to object
22 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
23 opportunity to object to the Settlement. No written Objections were received, and no Class Members
24 appeared at the Final Approval Hearing to present any Objections.

25 8. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
26 Court Approval ("Class Notice"), was provided to the Class in English and Spanish pursuant to the
27 plan for distribution described under the Settlement.

28 9. Release of Claims. Effective on final approval of the settlement and the date when

1 Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
2 owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class
3 Counsel will release claims against all Released Parties as follows (Settlement, ¶ 5.):

4 a. Released Parties. Defendants, and each of their former, present, and future owners,
5 parents, and subsidiaries, and all of their current, former, and future officers,
6 directors, members, managers, employees, consultants, partners, shareholders, joint
7 venturers, agents, predecessors, successors, assigns, accountants, insurers,
8 reinsurers, and/or legal representatives. (*Id.* at ¶ 1.40.)

9 b. Scope of Plaintiff's Release. Plaintiff releases and discharges Released Parties from
10 any and all claims Plaintiff has or may have against them at this time and through
11 the date of execution of the release, including, but not limited to: (a) all claims that
12 were, or reasonably could have been, alleged, based on the facts contained, in the
13 Operative Complaint and (b) all PAGA claims that were, or reasonably could have
14 been, alleged based on facts contained in the Operative Complaint or Plaintiff's
15 PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
16 claims or actions to enforce this Agreement, or to any claims for vested benefits,
17 unemployment benefits, disability benefits, social security benefits, workers'
18 compensation benefits that arose at any time, or based on occurrences outside the
19 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
20 different from, or in addition to, the facts or law that Plaintiff now knows or believes
21 to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
22 effective in all respects, notwithstanding such different or additional facts or
23 Plaintiff's discovery of them. (*Id.* at ¶ 5.1.1.)

24 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

25 For purposes of Plaintiff's Release, Plaintiff expressly waives and
26 relinquishes the provisions, rights, and benefits, if any, of section 1542 of
27 the California Civil Code, which reads: A general release does not extend
28 to claims that the creditor or releasing party does not know or suspect to

1 exist in his or her favor at the time of executing the release and that, if
2 known by him or her, would have materially affected his or her settlement
3 with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

4 c. Release by Participating Class Members: All Participating Class Members release
5 the Released Parties from any and all class claims that were asserted in this Action
6 and in the Operative Complaint in the Action, or that could have arisen out of the
7 allegations made in the Operative Complaint in the Action, for the duration of the
8 Class Period including, e.g., (1) any and all claims involving any alleged failure to
9 pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged
10 failure to provide compliant meal periods, or compensation in lieu thereof; (4) any
11 alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5)
12 any alleged failure to indemnify/reimburse necessary business expenses; (6) any
13 alleged failure to pay wages due upon separation; (7) any alleged failure to provide
14 compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair,
15 or fraudulent business actions or practices under Business and Professions Code §§
16 17200, et seq. arising out of the Labor Code and Industrial Welfare Commission
17 (“IWC”) Wage Order violations referenced in the Operative Complaint. Excluded
18 from this portion of the release are claims for PAGA penalties that were alleged, or
19 reasonably could have been alleged, based on the PAGA Period facts stated in the
20 Operative Complaint and the PAGA Notice. Except as set forth in Section 5.3 of
21 this Agreement, Participating Class Members do not release any other claims,
22 including claims for vested benefits, wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability, social security,
24 workers’ compensation, or claims based on facts occurring outside the Class Period.
25 (*Id.* at ¶ 5.2.)

26 d. Release by Class Members Who Are Aggrieved Employees: All Class Members
27 who are Aggrieved Employees are deemed to release the Released Parties from only
28 claims for civil penalties under the California Labor Code Private Attorneys

1 General Act of 2004, Labor Code §§ 2698, et seq., asserted in Plaintiff's PAGA
2 Notice and amended PAGA notice, or claims for civil penalties under PAGA that
3 arise based on the allegations in the PAGA Notice and amended PAGA notice, for
4 the duration of the PAGA Period ("Released PAGA Claims"). (*Id.* at ¶ 5.3.)

5 10. The Parties shall bear their own respective attorneys' fees and costs, except as
6 otherwise provided for in the Settlement and approved by the Court.

7 11. The Court authorizes the Administrator to calculate and pay settlement payments in
8 accordance with the terms of the Settlement.

9 12. Defendants shall fully fund the Gross Settlement Amount (\$509,200.00), and also
10 fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds
11 to the Administrator no later than 21 days after the Effective Date.

12 13. Within 14 days after Defendants fund the Gross Settlement Amount, the
13 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
14 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
15 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
16 Payment.

17 14. A total amount of \$25,000.00 shall be allocated as the PAGA Penalties payable from
18 the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
19 follows: 75% (\$18,750.00) to the LWDA and 25% (\$6,250.00) to Aggrieved Employees.

20 15. The Court finds Plaintiff has adequately represented the Class and therefore confirms
21 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
22 any recovery that Plaintiff is eligible to receive as a Participating Class Member and an Aggrieved
23 Employee, the Court approves and orders a service payment to Plaintiff in the amount of \$7,500.00
24 (the "Class Representative Service Payment"), payable from the Gross Settlement Amount, for his
25 role and service as the Class Representative and for the risks and work attendant to that role.

26 16. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
27 settlement purposes only. The Court approves and orders the payments to Class Counsel, payable
28 from the Gross Settlement Amount, of \$169,733.33 for reasonable attorneys' fees, and of \$17,973.96,

1 for reimbursement of out-of-pocket litigation costs.

2 17. The Court confirms the appointment of Phoenix Class Action Administration
3 Solutions as the Administrator, who has fulfilled its initial notice and reporting duties. The Court
4 approves and orders the payment to the Administrator of **\$12,950.00**, payable from the Gross
5 Settlement Amount, as the Administration Expenses Payment.

6 18. Pursuant to California Code of Civil Procedure section 384, following the expiration
7 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
8 Administrator shall transmit those amounts to the Controller of the State of California to be held
9 pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.*
10 in the names of those Participating Class Members and/or Aggrieved Employees who did not cash
11 their checks until such time they claim their property.

12 19. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
13 Order and accompanying Judgment will be given to the Class by the Administrator, who will post
14 an electronic copy on its website for no less than 90 calendar days following entry thereof.

15 20. This Final Approval Order and accompanying Judgment are intended to be a final
16 disposition of the Action in its entirety and are intended to be immediately appealable.

17 21. The obligations set forth in the Settlement are deemed part of this Final Approval
18 Order and accompanying Judgment, and the Parties and the Administrator are ordered to carry out
19 the Settlement according to its terms and provisions.

20 22. Without affecting the finality thereof, pursuant to California Code of Civil Procedure
21 section 664.6 and California Rule of Court rule 3.769, the Court will retain jurisdiction over the
22 Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or
23 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
24 Judgment matters as are permitted by law.

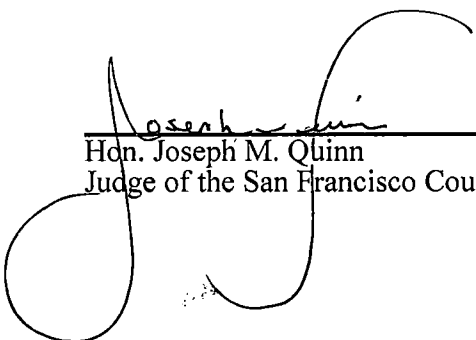
25 23. The Settlement is finally approved but is not an admission by Defendants of the
26 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of
27 law. Neither the Settlement nor any related document shall be offered or received in evidence in
28 any civil, criminal, or administrative action or proceeding other than such proceedings as may be

1 necessary to consummate or enforce the Settlement.

2 24. The Court sets a Final Accounting Hearing on February 4, 2027 at 9:00 a.m. in
3 **Department 302**. Plaintiff shall submit a declaration from the Administrator at least 10 calendar
4 days before the Final Accounting Hearing addressing the status of the settlement administration,
5 including the actual amounts paid to the Class, the other amounts distributed under the Settlement,
6 and the amount of unclaimed funds and the date of their remittance to the State Controller's Office.

7 **IT IS SO ORDERED.**

8
9 DATE: Feb 3, 2026


Hcn. Joseph M. Quinn
Judge of the San Francisco County Superior Court