

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
4 Matthew Dial (SBN 341656)
E-mail: mdial@moonlawgroup.com
5 **MOON LAW GROUP, PC**
6 725 S. Figueroa St., 31st Floor
7 Los Angeles, California 90017
Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125

9 Attorneys for Plaintiff Christian Guevarra

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

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

15 Plaintiff,

16
17 vs.

18 CHILTON'S A-1 AUTO BODY, INC., a
19 California corporation; and DOES 1 through
20 10, inclusive,

21 Defendants.
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FILED

San Francisco County Superior Court

FEB 03 2026

CLERK OF THE COURT

BY: 

Deputy Clerk

Case No.: CGC-22-603682

CLASS AND REPRESENTATIVE ACTION

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

~~PROPOSED~~ JUDGMENT


FINAL APPROVAL HEARING

Date: February 3, 2026

Time: 9:00 a.m.

Dept. 302

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1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* (“PAGA”), this Court now enters this Final Judgment pursuant to which Plaintiff Christian Guevarra (“Plaintiff”) and Participating Class Members shall take nothing from Defendants Chilton’s A-1 Auto Body, Inc.; Chilton Auto Body San Mateo, Inc.; Chilton Auto Body, Inc.; Chilton Auto Body Nob Hill, Inc.; Chilton Auto Body San Rafael, Inc.; Chilton Autobody Burlingame, Inc.; Chilton Auto Body Eddy, Inc.; Chilton Auto Body North, Inc.; Chilton Auto Body of Santa Clara, Inc.; Chilton Auto Body LAX, Inc.; Chilton Auto Body Santa Rosa, Inc.; Chilton Auto Body of Oakland, Inc.; Chilton Auto Body Hayward, Inc.; Chilton Auto Body of Pleasanton, Inc.; Chilton Auto Body San Leandro, Inc.; Chilton Auto Body Industrial, Inc.; Chilton Auto Body San Francisco, Inc.; and Chilton Auto Body Berkeley, Inc. (collectively, “Defendants,” and together with Plaintiff, the “Parties”), in accordance with the Parties’ Class Action and PAGA Settlement Agreement (the “Settlement”). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement.

3. Pursuant to the Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds the following Class or Class Members:

4. Defendants shall fully fund the Gross Settlement Amount (\$509,200.00) pursuant to the accompanying Final Approval Order and the Settlement. The Administrator shall distribute the Gross Settlement Amount pursuant to the terms of the Final Approval Order and the Settlement.

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

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

10 5b. Scope of Plaintiff's Release. Plaintiff releases and discharges Released
11 Parties from any and all claims Plaintiff has or may have against them at this time
12 and through the date of execution of the release, including, but not limited to: (a) all
13 claims that were, or reasonably could have been, alleged, based on the facts
14 contained, in the Operative Complaint and (b) all PAGA claims that were, or
15 reasonably could have been, alleged based on facts contained in the Operative
16 Complaint or Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release
17 does not extend to any claims or actions to enforce this Agreement, or to any claims
18 for vested benefits, unemployment benefits, disability benefits, social security
19 benefits, workers' compensation benefits that arose at any time, or based on
20 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
21 discover facts or law different from, or in addition to, the facts or law that Plaintiff
22 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
23 shall be and remain effective in all respects, notwithstanding such different or
24 additional facts or Plaintiff's discovery of them. (*Id.* at ¶ 5.1.1.)

25 i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

26 For purposes of Plaintiff's Release, Plaintiff expressly waives and
27 relinquishes the provisions, rights, and benefits, if any, of section 1542
28 of the California Civil Code, which reads: A general release does not

1 extend to claims that the creditor or releasing party does not know or
2 suspect to exist in his or her favor at the time of executing the release
3 and that, if known by him or her, would have materially affected his or
4 her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

5 5c. Release by Participating Class Members: All Participating Class Members
6 release the Released Parties from any and all class claims that were asserted in this
7 Action and in the Operative Complaint in the Action, or that could have arisen out of
8 the allegations made in the Operative Complaint in the Action, for the duration of the
9 Class Period including, e.g., (1) any and all claims involving any alleged failure to
10 pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged
11 failure to provide compliant meal periods, or compensation in lieu thereof; (4) any
12 alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5)
13 any alleged failure to indemnify/reimburse necessary business expenses; (6) any
14 alleged failure to pay wages due upon separation; (7) any alleged failure to provide
15 compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair, or
16 fraudulent business actions or practices under Business and Professions Code §§
17 17200, et seq. arising out of the Labor Code and Industrial Welfare Commission
18 (“IWC”) Wage Order violations referenced in the Operative Complaint. Excluded
19 from this portion of the release are claims for PAGA penalties that were alleged, or
20 reasonably could have been alleged, based on the PAGA Period facts stated in the
21 Operative Complaint and the PAGA Notice. Except as set forth in Section 5.3 of this
22 Agreement, Participating Class Members do not release any other claims, including
23 claims for vested benefits, wrongful termination, violation of the Fair Employment
24 and Housing Act, unemployment insurance, disability, social security, workers’
25 compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶
26 5.2.)

27 5d. Release by Class Members Who Are Aggrieved Employees: All Class
28 Members who are Aggrieved Employees are deemed to release the Released Parties

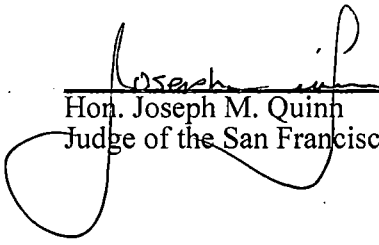
1 from only claims for civil penalties under the California Labor Code Private
2 Attorneys General Act of 2004, Labor Code §§ 2698, et seq., asserted in Plaintiff's
3 PAGA Notice and amended PAGA notice, or claims for civil penalties under PAGA
4 that arise based on the allegations in the PAGA Notice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

6 6. Pursuant to California Rules of Court, Rule 3.769(h), the Court will retain
7 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the
8 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
9 addressing such post-Judgment matters as are permitted by law.

10 7. This Final Judgment and the accompanying Final Approval Order are intended to
11 be a final disposition of the Action in its entirety and are intended to be immediately appealable.

12 **IT IS SO ADJUDGED.**

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14 DATE: Feb 3, 2026

15 
16 Hon. Joseph M. Quinn
17 Judge of the San Francisco County Superior Court
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