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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

SAMNANG TOUCH, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

COX AUTOMOTIVE CORP
SVCS., LLC, a limited liability
company; COX AUTOMOTIVE
MOBILITY SOLUTIONS, INC., a
corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 2:23-cv-01945-TLN-CSK

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
AND PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: May 1, 2025
Time: 2:00 p.m.
Courtroom: 2, 15th Floor
Judge: Hon. Troy L. Nunley

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25 Attorneys for Plaintiff and the Class

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on May 1, 2025, on Plaintiff Samsang
3 Touch (“Plaintiff” or “Class Representative”) Motion for Final Approval of Class
4 Action and Private Attorneys General Act Settlement and for Judgment in this
5 action on the terms set forth in the Class Action Settlement Agreement and Release
6 (the “Settlement Agreement”) (Dkt. No. 18-2). Due and adequate notice having
7 been given to the members of the Class, and the Court having considered the
8 Settlement Agreement, all papers and proceedings held herein, and all oral and
9 written comments received regarding the proposed Class and PAGA Settlement,
10 and having reviewed the entire record in this action, *Touch v. Cox Automotive*
11 *Corporate Services, LLC and Cox Automotive Mobility Solutions, Inc.*, Case No.
12 2:23-cv-01945-TLN-CSK (“the Action”), and good cause appearing, finds that:

13 WHEREAS, Plaintiff has alleged claims against Defendants Cox
14 Automotive Corporate Services, LLC and Cox Automotive Mobility Solutions,
15 Inc. (“Defendants”) (Defendants and Plaintiff collectively, the “Parties”), on behalf
16 of herself and all past and present California non-exempt employees Defendant
17 who, after May 19, 2022, received wage statements showing a total hours figure
18 that did not match the hours worked in the pay period; and

19 WHEREAS, on May 19, 2023, Plaintiff filed his Complaint for violation of
20 California Labor Code §226 in the San Joaquin Superior Court. On August 2,
21 2023, Plaintiff filed a Representative Complaint adding a cause of action for
22 California Labor Code §2698, *et. seq.* On September 8, 2023, the San Joaquin
23 Superior Court granted Defendant’s Motion to Consolidate the two separate
24 lawsuits that were filed by Plaintiff. Defendant subsequently removed the action to
25 the United States District Court for the Eastern District of California and is
26 currently assigned Case No. 2:23-cv-01945-TLN-CSK.;

27 WHEREAS, Defendant expressly denies the allegations of wrongdoing and
28 violations of law alleged in this Action, asserts that it provided accurate itemized

1 wage statements, and further denies any liability whatsoever to Plaintiff and
2 Settlement Class Members;

3 WHEREAS, without admitting any liability, claim, or defense the Parties
4 determined that it was mutually advantageous to settle this Action and avoid the
5 costs, delay, uncertainty, and business disruption of ongoing litigation;

6 WHEREAS, this Court granted preliminary approval of the Parties' class
7 action settlement in this Action on October 8, 2024 ("Preliminary Approval
8 Order");

9 WHEREAS, the Class Notice was sent to the Class Members in accordance
10 with the Preliminary Approval Order; and

11 WHEREAS, a fairness hearing on the proposed class action settlement
12 having been duly held and a decision reached,

13 NOW, therefore, the Court grants final approval of the Class Settlement, and
14 IT IS HEREBY ORDERED THAT:

15 1. The Court has jurisdiction over the subject matter of this Action,
16 Defendant, and the Settlement Class Members.

17 2. The Court has determined that the class notice given to the Class
18 Members fully and accurately informed all Class Members of all material elements
19 of the proposed class action settlement – including the plan of distribution of Class
20 Settlement Amount, the application for a Service Award to Plaintiff, and the
21 application for Class Counsels' Attorneys' Fees and Costs – constituted the best
22 notice practicable under the circumstances, constituted valid, due, and sufficient
23 notice to all Settlement Class Members, and complied fully with Rule 23 of the
24 Federal Rules of Civil Procedure, the United States Constitution, and any other
25 applicable laws.

26 3. The Court hereby grants final approval of the class action settlement
27 as fair, reasonable, and adequate in all respects to the Settlement Class Members
28 pursuant to Rule 23 of the Federal Rules of Civil Procedure and orders the Parties

1 and the Settlement Administrator to implement all remaining terms of the
2 Settlement Agreement pertaining to the distribution of the Class Settlement
3 Amount and Net Settlement Amount in accordance with the terms of the
4 Settlement Agreement.

5 4. The plan of distribution as set forth in the Settlement Agreement
6 providing for the distribution of the Net Settlement Amount to Settlement Class
7 Members is hereby finally approved as being fair, reasonable, and adequate
8 pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9 5. As previously held in the Court's Preliminary Approval Order, the
10 Class for settlement purposes is appropriate under Fed. R. Civ. P. 23 and related
11 case law and is defined as follows: "all current and former California non-exempt
12 employees of Cox Automotive Corporate Services, LLC who, after May 19, 2022,
13 received wage statements showing a total hours figure that did not match the hours
14 worked in the pay period. The Class Period is defined as May 19, 2022, through
15 July 7, 2023.

16 6. As previously held in the Court's Preliminary Approval Order, the
17 Court appoints as Class Counsel, Diversity Law Group, Polaris Law Group, Hyun
18 Legal, APC, and Law Offices of Choi & Associates, P.C.

19 7. The Court approves payment of a Class Representative Service Award
20 of \$5,000.00 to Plaintiff for her service to the Class, which shall be paid from, and
21 not in addition to, the Class Settlement Amount.

22 8. The Court approves the payment of attorneys' fees in the amount of
23 \$50,000.00 to Class Counsel, which shall be paid from, and not in addition to, the
24 Class Settlement Amount.

25 9. The Court also approves the additional payment of attorneys' costs in
26 the amount of \$19,418.34 to Class Counsel to reimburse them for their expenses,
27 which shall be paid from, and not in addition to, the Class Settlement Amount.

28 10. The Court approves a payment of up to \$6,500.00 to the Settlement

1 Administrator out of the Class Settlement Amount. Any portion of the payment to
2 the Settlement Administrator that is unused will go to the Net Settlement Amount.

3 11. Any checks for Individual Settlement Payments that are not cashed
4 within 180 days shall be paid to the California State Controller's Office in the
5 name of the Qualified Claimant

6 12. All claims asserted in this Action are DISMISSED WITH
7 PREJUDICE as to Plaintiff and the Settlement Class Members, pursuant to the
8 terms of the Settlement Agreement. Each party shall bear her or its own costs and
9 attorneys' fees, except as provided in the Settlement Agreement and as set forth
10 above in this Order and as set forth in any other Order issued in response to the
11 application by Class Counsel for an award of attorneys' fees, costs, and expenses,
12 which hearings took place concurrently with the hearing for this Order.

13 13. Upon entry of this Order and the accompanying Judgment, the claims
14 in this Action and the Released Class Claims of each Class Member against
15 Defendant, and against any and all of the Released Parties as defined in the
16 Settlement Agreement, are fully, finally, and forever released, relinquished and
17 discharged pursuant to the terms of the Settlement Agreement to the maximum
18 extent permitted by law.

19 14. Upon entry of this Order and the accompanying Judgment, all
20 Settlement Class Members are hereby forever barred and enjoined from
21 prosecuting the Released Class Claims against any of the Released Parties as
22 defined in the Settlement Agreement and as set forth in the Preliminary Approval
23 Order.

24 15. Each Settlement Class Member is bound by this Order and the
25 Judgment, including, without limitation, the release of claims as set forth in the
26 Settlement Agreement.

27 16. This Order, the Judgment, the Settlement Agreement, and all papers
28 related thereto, are not, and shall not be construed to be, an admission by

1 Defendant of any liability, claim or wrongdoing whatsoever, and shall not be
2 offered as evidence of any such liability, claim or wrongdoing in this Action or in
3 any other proceeding.

4 17. Without affecting the finality of this Order and the accompanying
5 Judgment filed herewith, the Court reserves exclusive and continuing jurisdiction
6 over the Action, the Plaintiff, the Settlement Class Members, and Defendant for the
7 purposes of supervising the implementation, enforcement, construction, and
8 interpretation of the Settlement Agreement, Preliminary Approval Order,
9 distribution of the Class Settlement Amount, the Final Judgment, and this Order, as
10 well as over Plaintiff's remaining claim for violation of Labor Code § 226(a)(8).

11 IT IS SO ORDERED.

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13 Dated:

14 HON. TROY L. NUNLEY
15 UNITED STATES JUDGE
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