

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Travis J. Maher (SBN 327206) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 N. Brand Blvd., Suite 900 CITY: Glendale TELEPHONE NO.: 818.265.1020 EMAIL ADDRESS: travis@calljustice.com ATTORNEY FOR (name): Plaintiff Deshaun Jamerson SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: 4050 Main Street CITY AND ZIP CODE: Riverside, 92510 BRANCH NAME: Riverside Historic Courthouse		STATE BAR NUMBER:	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Deshaun Jamerson DEFENDANT/RESPONDENT: DriveTime Car Sales, LLC, et al.			
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)			CASE NUMBER: CVRI2304612 Dept. 1

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 9, 2025
2. A copy of the judgment, decree, or order is attached to this notice.
Exhibit A - Order Granting Approval of Private Attorneys General Act Settlement Agreement

Date: April 11, 2025

Travis J. Maher

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: Deshaun Jamerson
 DEFENDANT/RESPONDENT: DriveTime Car Sales, LLC, et al.

CASE NUMBER:
 CVRI2304612 Dept. 1

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 11, 2025

Ashley Chandler

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Travis J. Maher (SBN 327206)
LAWYERS for JUSTICE, PC
450 N Brand Blvd, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 10 2025

E. Escobedo

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DESHAUN JAMERSON, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General Act;

Plaintiff,

vs.

DRIVETIME CAR SALES COMPANY, LLC,
an Arizona limited liability company;
DRIVETIME AUTOMOTIVE GROUP, INC.,
an unknown business entity; BRIDGECREST
ACCEPTANCE CORPORATION, an Arizona
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2304612

Honorable Harold Hopp
Department 1

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PLAINTIFF'S
GENERAL RELEASE FEE, AND
ADMINISTRATOR EXPENSES PAYMENT**

Reservation ID: CVRI2304612
Date: ~~April 8, 2025~~ 04/09/2025
Time: 8:30 a.m.
Department: 1

Complaint Filed: September 1, 2023
FAC Filed: November 22, 2024
Trial Date: None Set

**~~PROPOSED~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES
PAYMENT, PLAINTIFF'S GENERAL RELEASE FEE, AND ADMINISTRATOR EXPENSES PAYMENT**

1 This matter has come before the Honorable Harold Hopp in Department 1 of the Superior Court of
2 the State of California, for the County of Riverside, on April 8, 2025 at 8:30 a.m., on Plaintiff Deshaun
3 Jamerson's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *Et Seq.*) Settlement Agreement and Award of PAGA Counsel Fees Payment, General Release Fee, and
5 Administrator Expenses Payment ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC
6 appeared for Plaintiff and Littler Mendelson P.C. and The Kullman Firm, appeared for Defendants
7 Drivetime Car Sales Company, LLC, Drivetime Automotive Group, Inc., and Bridgecrest Acceptance
8 Corporation (together, "DRIVETIME").

9 On or around January 16, 2025, Plaintiff and DRIVETIME (together, the "Parties") executed the
10 PAGA Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of PAGA Counsel Travis J. Maher, Plaintiff Deshaun Jamerson, the Proposed Settlement
13 Administrator, and (3) the Settlement Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
25 providing the California Labor and Workforce Development Agency ("LWDA") and DRIVETIME with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the "Action").

4 6. The Settlement pertains to the following aggrieved employees: Person(s) employed by
5 DRIVETIME in California and classified as a Customer Experience Guides or similar positions or as a
6 non-exempt employee, who worked for DRIVETIME during the PAGA Period (the "PAGA Period" is
7 defined as September 1, 2022 to July 21, 2024).

8 7. The Court finds that the Parties reached the Settlement as a result of arm's-length
9 negotiations.

10 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
11 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
12 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
13 Amount shall be the Gross Settlement Amount (\$570,000.00) less the approved PAGA Counsel Fees
14 Payment to Lawyers *for* Justice, PC ("PAGA Counsel"), General Release Fee to Plaintiff, and
15 Administrator Expenses Payment to Phoenix Class Action Administration Solutions (the "Administrator").
16 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
17 PAGA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
18 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

19 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
20 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to
21 administer the Settlement and to make the payments as provided for by, and consistent with, this Order
22 and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$199,500.00 to PAGA Counsel for attorneys' fees.
24 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
25 this Order and Judgment and the Settlement Agreement.

26 11. The Court approves the payment of \$8,569.21 to PAGA Counsel for reimbursement of
27 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement

1 Agreement.

2 12. The Court approves payment in the amount of \$7,500.00 to Plaintiff Deshaun Jamerson for
3 Plaintiff's General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall
4 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

5 13. The Court approves payment up to the amount of \$4,000.00 to Phoenix Class Action
6 Administration Solutions for the Administrator Expenses Payment. This amount shall be paid from the
7 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
8 Settlement Agreement.

9 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
10 Judgment and the Settlement Agreement.

11 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
12 Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT A," and the
13 Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it
14 distributes payments to Aggrieved Employees for their share of the PAGA Penalties ("Individual PAGA
15 Payments(s)").

16 16. No later than fourteen (14) calendar days after the date of this Order and Judgment, and the
17 timeframe to appeal, if any, has expired, DRIVETIME will provide the Administrator with the Aggrieved
18 Employee Data, in accordance with this Order and Judgment and the Settlement Agreement.

19 17. No later than thirty (30) calendar days of the date of this Order and Judgment, and the
20 timeframe to appeal, if any, has expired, DRIVETIME shall deposit \$570,000.00 into a qualified
21 settlement account established, by the Administrator for administration of the Settlement in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee Data,
24 and DRIVETIME fully fund the Gross Settlement Amount, the Administrator shall distribute the LWDA
25 Payment to the LWDA, Individual PAGA Payments checks and Cover Letters to all Aggrieved
26 Employees (together, the "Individual PAGA Payments(s)"), the General Release Fee to Plaintiff, the
27 Administrator Expenses Payment to itself, only after the Individual PAGA Payments have been mailed to
28 all Aggrieved Employees, the PAGA Counsel Fees Payment to PAGA Counsel, unless instructed

1 otherwise by PAGA Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

2 19. The Individual PAGA Payments checks issued to Aggrieved Employees shall remain valid
3 and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds
4 associated with such cancelled checks shall be transmitted by the Administrator to the California State
5 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check
6 is cancelled.

7 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
8 Upon the entry of this Order and Judgment and full funding of the Gross Settlement Amount, and except
9 as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California
10 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
11 forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from
12 the Released PAGA Claims.

13 21. "Released Parties" means DRIVETIME and each of its former and present directors,
14 officers, employees and agents.

15 22. "Released PAGA Claims" means any and all claims of Plaintiff and his or her respective
16 former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
17 administrators, successors, and assigns generally, release and discharge Released Parties from all claims,
18 transactions, or occurrences arising during his employment, including, but not limited to: all individual
19 claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative
20 Complaint as amended and the PAGA Notice and Amended PAGA Notices. Plaintiff's Release does not
21 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
22 unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that
23 arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff
24 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
25 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
26 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes
27 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
28 any, of section 1542 of the California Civil Code, which reads: A general release does not extend to

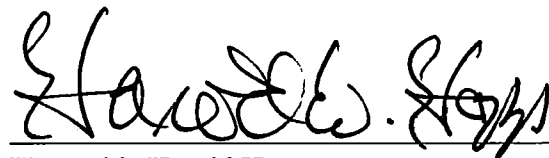
claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party. Released PAGA Claims also include any and all claims of Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint as amended, and the PAGA Notice and Amended PAGA Notices, including all claims for alleged violation of the California Labor Code identified therein including Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2810.5 and the applicable Industrial Welfare Commission Wage Orders, including, inter alia, Wage Orders 4-2001 and 7-2001. PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. "PAGA Period" means the period from September 1, 2022, through July 14, 2024.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

A Final Accounting and Compliance hearing is scheduled for January 15, 2026 at 8:30 a.m./p.m. in Department 1 of the above-captioned Court, and the final report regarding the disbursement of the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in advance of the hearing.

Date:

4/9/25



Honorable Harold Hopp
Judge of the Superior Court

Exhibit A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Deshaun Jamerson v. Drivetime Car Sales Company, LLC et al.*,
Riverside County Superior Court Case No. CVRI2304612

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Deshaun Jamerson v. DriveTime Car Sales Company, LLC et al.*, Riverside County Superior Court Case No. CVRI2304612 (the “Action”), which alleged that DriveTime Car Sales Company, LLC, DriveTime Automotive Group, Inc., and Bridgecrest Acceptance Corporation. (“Defendants”) failed to comply with certain provisions of the California Labor Code with respect to specified employees. Defendants deny all of Plaintiff’s allegations and contend that they have, at all times, complied with California law. The Court has made no determination on the merits of Plaintiff’s claims or Defendants’ defenses. Both sides agree that in light of the risks and expenses of further litigation, this Settlement is fair, adequate and reasonable. The settlement is not an admission of wrongdoing by Defendants for any of the claims alleged by Plaintiff.

The lawsuit was filed on September 1, 2023 by Deshaun Jamerson (“Plaintiff”) pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”) on behalf of himself and all other allegedly “Aggrieved Employees.” A PAGA action is an action for civil penalties in which the State of California receives a portion of any penalties collected. The allegedly “Aggrieved Employees” are all current and former employees of Defendants who were classified as a Customer Experience Guides or similar position, or who were non-exempt employees, and performed work for Defendants in California during the period from September 1, 2022 to July 21, 2024 (the “PAGA Period”). You have been identified as one of the “Aggrieved Employees” entitled to receive proceeds from this settlement.

The settlement releases all claims for civil penalties and associated fees and costs related to claims for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and pay associated premiums, failure to pay wages during employment and upon termination of employment, failure to properly calculate the regular rate of pay failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses, and to the extent not covered above, any and all claims pled in the Action or the associated notices to the LWDA (submitted on June 28, 2023, July 24, 2024, and August 28, 2024), including without limitation all associated claims for civil penalties and associated fees and costs related to alleged or actual violations of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

This Release is limited to PAGA claims only and does not release any other claims you may have.

On << Date >>, the settlement was approved by the Court. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Fund in your name and in the amount of your respective Individual Settlement Share.

Defendants will not take any adverse action against you based on your decision to cash this check, and Defendants encourage you to cash this check.

Do not call or write the Court, Office of the Clerk of the Court to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Third party administrator] at [toll-free phone number].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 N Brand Blvd, Suite 900, Glendale, California 91203.

On April 11, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Heather D. Hearne
THE KULLMAN FIRM
4605 Bluebonnet Blvd, Ste A
Baton Rouge, LA 70809
Email: hdh@kullmanlaw.com

Robert S. Blumberg
LITTLER MENDELSON P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071
Email: rblumberg@littler.com

Attorneys for Defendant Drivetime Car Sales Company, LLC; Drivetime Automotive Group, Inc., and Bridgecrest Acceptance Corporation

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 11, 2025, at Glendale, California.



Ashely Chandler