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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JAIDYN K. CLARK, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PEDDER NISSAN, LLC, a California Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 25 2025

E. Escobedo

CASE NO.: CVRI2303231

Assigned to the Hon. Harold W. Hopp

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT AND ENTRY OF FINAL
JUDGMENT THEREON**

AMENDED ~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND
ENTRY OF JUDGMENT

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") came for
3 a hearing on July 25, 2025, in Department 1 of the above-entitled court. The Settlement
4 Agreement is titled "Class Action and PAGA Settlement Agreement" and was included as
5 Exhibit "B" to the Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Final
6 Approval of Class Action Settlement filed on July 8, 2025, which is available at the Court's
7 website at: [https://epublic-access.riverside.courts.ca.gov/public-](https://epublic-access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2303231)
8 [portal/?q=paidRecords/document/case/CVRI2303231](https://epublic-access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2303231).

9 A copy of the Settlement Agreement is also on file with the Court and available to Class
10 Members who request it by contacting the Settlement Administrator, ILYM Group, Inc. (P.O.
11 Box 2031, Tustin, CA 92781, Telephone: (888) 250-6810)

12 The Final Approval Motion was unopposed by Defendant Pedder Nissan, LLC
13 ("Defendant").

14 Having considered the Final Approval Motion, the Settlement Agreement, the
15 Declarations, and all other materials properly before the Court and having conducted an inquiry
16 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the
17 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and
18 adequate notice having been given to the Class, and the Court having considered the Settlement
19 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
20 received regarding the proposed settlement, and having reviewed the record in this Action, and
21 good cause appearing,

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

23 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
24 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

25 2. The Court has jurisdiction over the subject matter of this Action, the Class
26 Representative, the Class Members, the PAGA Employees and claim, and Defendant.

27 3. The Court finds that the distribution of the Class Notice, as provided for in the
28 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable

1 under the circumstances to all Class Members and fully met the requirements of California law
2 and due process under the California and United States Constitution. Based on evidence and
3 other material submitted, the actual notice to the class was adequate.

4 4. The Court finds that the instant Action presented a good faith dispute of the
5 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
6 behalf of the Class Members, which Defendant disputed, included all claims that were asserted
7 or that could have been asserted based on the facts alleged in Plaintiff's original Complaint and
8 First Amended Complaint, including claims arising out of any alleged failure to pay all
9 overtime wages, failure to pay all sick wages, failure to provide meal periods and premium
10 payments in lieu thereof, failure to provide rest periods and premium payments in lieu thereof,
11 failure to reimburse business expenses, failure to provide accurate itemized wage statements
12 (based on both direct and derivative theories of liability), failure to timely pay all wages due at
13 separation, violation of California Business & Professions Code, sections 17200 *et seq.*, and any
14 and all related penalties that arose during the Class Period. Plaintiff also alleged PAGA claims
15 based on these underlying alleged claims, as further specified in Plaintiff's Complaint,
16 Amended Complaint, and the Labor and Workforce Development ("LWDA") notice letter.

17 5. No Class Member objected to the Settlement, and no Class Members requested
18 exclusion from the Settlement. All Participating Class Members are entitled to payment
19 pursuant to the Settlement and this Judgment.

20 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
21 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
22 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
23 Settlement Agreement.

24 7. The Settling Parties are to bear their own fees and costs, except as otherwise
25 provided in the Settlement Agreement.

26 8. For purposes of effectuating this Order and Judgment, this Court has certified the
27 following class: "All current and former non-exempt employees employed by Defendant at any
28 time during the period of June 23, 2019, through May 28, 2024." The PAGA Employees are all

1 persons who are or were previously employed by Defendant in California and classified as non-
2 exempt or hourly employees at any time from March 15, 2022, through May 28, 2024. The
3 Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

4 9. With respect to the Settlement Class and for purposes of approving this
5 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
6 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
7 fact common to the Class Members, and there is a well-defined community of interest among
8 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
9 Representative are typical of the claims of the Class Members; (d) the Class Representative has
10 fairly and adequately protected the interests of the Class Members; (e) class action is superior to
11 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
12 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
13 Plaintiff in his individual and representative capacity and for the Settlement Class.

14 10. By this Judgment, the Class Representative shall release, relinquish, and
15 discharge, and each of the Participating Class Members shall be deemed to have, and by
16 operation of the Judgment, shall have, fully, finally, and forever released, relinquished, and
17 discharged all Released Claims against the Released Parties, as defined and specified in the
18 Settlement Agreement.

19 11. By this Judgement, Plaintiff and the State of California (acting through Plaintiff
20 as its deputized representative), and each PAGA Employee, will forever completely release and
21 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the
22 Settlement Agreement.

23 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
24 any document referred to herein, nor any action taken to carry out the Settlement Agreement as
25 an admission by or against Defendant or any of the other Released Parties of any fault,
26 wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity of
27 any claims in the Action or any wrongdoing by Defendant or any of the other Released Parties.
28

1 13 The Court finds that the Settlement Amount of \$365,000 is fair, reasonable, and
2 adequate and awards the payments set forth below from the Settlement Amount:

3 A) \$121,666.67 to Class Counsel for attorneys' fees in light of the benefit obtained
4 on behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour
5 Law Group, P.C.;

6 B) \$13,846.20 to Class Counsel for costs/expenses, which shall be awarded to
7 Bokhour Law Group, P.C.;

8 C) \$10,000 to Class Representative Jaidyn K. Clark as a Service Payment;

9 D) \$6,550 to the Settlement Administrator, ILYM Group, Inc.;

10 E) PAGA Penalties of \$10,000, consisting of \$7,500 to the LWDA and \$2,500 to
11 PAGA Employees; and

12 F) After deducting the foregoing payments from the Settlement Amount, the
13 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
14 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

15 14. With the sole exception of employer-side taxes due on individual settlement
16 payments to Participating Class Members (which Defendant will pay in addition to the Gross
17 Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will
18 pay for any reason in connection with the Settlement Agreement or this Order.

19 15. The Settlement Administrator is directed to calculate the Participating Class
20 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
21 payments within in accordance with the Settlement Agreement and the timeline set forth below:

22 The date the Court enters a Judgment on its 23 Order Granting Final Approval of the 24 Settlement	22 The Effective Date occurs.
25 Within 17 days of the Effective Date	25 Defendant shall issue payment to the 26 Settlement Administrator.
27 Within seven days after receipt of Payment	27 Settlement Administrator to issue all 28 Individual Settlement Payments to the 28 Participating Class Members, payment to 28 Class Counsel for the Attorneys' Fees and 28 Costs Award, the Service Payment to the

AMENDED [~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND
ENTRY OF JUDGMENT

	Class Representative, and the payment to the LWDA for PAGA penalties.
180 days after payment is issued	Deadline for Class Members to cash checks.
<u>March 27, 2026</u>	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
<u>April 3, 2026</u>	Hearing re: status of disbursement, filing of Declaration from Administrator.

16. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2025, the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Clark v. Pedder Nissan, LLC*, Case No. CVRI2303231, on behalf of all current and former non-exempt employees employed by Defendant at any time during the period of June 23, 2019, through May 28, 2024, pursuant to an approved settlement of disputed claims." In addition, the Settlement Administrator shall ensure the envelope transmitting the settlement distribution checks to Class Members bears the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED," and mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

17. The Class Members shall have 180 days from the date of issuance by the Settlement Administrator to negotiate the settlement check. If a Class Member does not

1 negotiate his/her check within this time period, the check will be canceled. The value of the
2 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
3 a settlement check shall be issued to the State Controller's Office for the State of California in
4 the name of the Class Member.

5 18. This document shall constitute a Judgment for purposes of California Rule of
6 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
7 Class Representative, the Class Members, and Defendant for the purposes of supervising the
8 implementation, enforcement, construction, administration, and interpretation of the Settlement
9 Agreement and this Judgment.

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11 **IT IS SO ORDERED.**

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13 Dated: 2/25/25

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15 HON. HAROLD W. HOPP
16 JUDGE OF THE SUPERIOR COURT
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