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FILED
Superior Court of California
County of Los Angeles
07/17/2024

David W. Slayton, Executive Officer / Clerk of Court
By: A. Danelian Deputy

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on behalf of himself, all aggrieved employees, and
the State of California as a Private Attorneys General*

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Attorneys for Defendant Toyota Motor Sales, U.S.A., Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRISTOPHER CRUZ, an individual, on
behalf of himself, all aggrieved
employees, and the State of California as
a Private Attorneys General,

Plaintiff,

vs.

TOYOTA MOTOR SALES, U.S.A.,
INC., a California corporation and DOES
1-50, inclusive,

Defendant.

Case No. 23STCV22656

**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Judge: Hon. Daniel M. Crowley
Dept.: 71

Complaint filed: September 19, 2023

1 Before the Court is the Parties' Joint Stipulation Requesting Approval of Settlement
2 Pursuant to the Private Attorney General Act of 2004 ("PAGA"). The Court having considered all
3 papers filed and proceedings herein and otherwise being fully informed, and having made this
4 Judgment which constitutes a final adjudication of this matter on the merits, and good cause
5 appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
8 have the same meaning as given in the Settlement Agreement (the "Settlement") executed between
9 the Parties on or around April 11, 2024.

10 2. The Labor Workforce and Development Agency ("LWDA") has been given notice
11 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
12 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff
13 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
14 finds and determines that Plaintiff's notice of the Settlement complied with the statutory
15 requirements of PAGA.

16 3. The Court confirms approval of the Settlement as to the following group of
17 individuals, collectively referred to as the "Settlement Group Members":

18 All current and former employees who worked for Toyota Motor
19 Sales, U.S.A., Inc. in a non-exempt position in California at any time
20 during the PAGA Period, which means (a) the period from July 14,
21 2022, through the date the Court enters settlement approval, or June
22 11, 2024, whichever occurs first; or (b) if Defendant so elects, the
23 period from July 14, 2022 through the date on which the number of
24 PAGA Periods reaches 63,902 (the "PAGA Period.")

25 4. This Court has jurisdiction over the subject matter of this litigation, over all
26 Settlement Group Members, and over those persons and entities undertaking affirmative
27 obligations under the Settlement.

28 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
Accordingly, the Court hereby finally and unconditionally approves the Settlement.

1 6. The Court approves the Notice of Settlement (Exhibit B to the Settlement
2 Agreement) to be mailed to Settlement Group Members.

3 7. The Court finds that each Settlement Group Member, in accordance with the
4 Settlement, releases the following “Released PAGA Claims” against TMS and the other Released
5 Parties, as defined by the Settlement Agreement.

6 Any and all claims under PAGA for civil penalties that arise out of
7 or reasonably relate to the allegations asserted in the FAC and the
8 notices submitted by Plaintiff to the LWDA pursuant to PAGA that,
9 during the PAGA Period, TMS failed to pay all wages due, including
10 minimum wages, overtime, paid sick leave, and COVID-19
11 supplemental paid sick leave; provide meal and rest periods; pay
12 meal and rest period premiums at the regular rate of pay; maintain
13 accurate records; furnish accurate itemized wage statements;
14 reimburse necessary business expenses; provide safe working
15 conditions; provide a safe and healthful place of employment;
16 comply with warehouse quota laws; timely pay all wages due during
employment; and pay all wages due upon separation of employment,
including but not limited to accrued vacation. The Released PAGA
Claims include but are not limited to claims brought under California
Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7,
227.3, 246-248.6, 249, 256, 510, 512, 558, 1174, 1174.5, 1194,
1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2100, 2101, 2350, 2441,
2698 *et seq.*, 2802, 3457, 6400, 6401, 6402, 6403, 6404, 6407, and
6712, 8 Cal. Code Regs. section 3202, and the Industrial Welfare
Commission Wage Order.

17 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
18 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
19 are fair and reasonable.

20 9. The Court authorizes the Settlement Administrator to calculate and pay the
21 Settlement Shares, in accordance with the terms of the Settlement.

22 10. The Court awards the Settlement Administrator in this Action its fees and costs of
23 \$7,950, to be paid from the Total Settlement Amount, in accordance with the terms of the
24 Settlement.

25 11. The Court awards to PAGA Counsel in this Action 33.33% of the Total Settlement
26 Amount for their attorneys’ fees (\$283,305), and an additional \$21,781.76 in costs, to be paid from
27 the Total Settlement Amount, in accordance with the terms of the Settlement.
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1 12. The Court awards to Plaintiff in this Action \$10,000 as a PAGA Representative
2 Payment, to be paid from the Total Settlement Amount, to compensate him for initiating and
3 pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the
4 event he was unsuccessful in the prosecution of the Action.

5 13. The Court approves the allocation and payment of \$526,963.24 (the "PAGA
6 Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with
7 the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties will
8 be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of the PAGA Penalties
9 shall be distributed to the Settlement Group Members in accordance with the terms of the
10 Settlement.

11 14. Checks for the Settlement Shares sent to Settlement Group Members shall be valid
12 for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after
13 180 days will be disbursed to the California State Controllers' Office, Unclaimed Property Fund,
14 in the name of the Settlement Group Member.

15 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
16 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
17 as well as the Settlement.

18 16. The Settlement and this resulting Order and Judgment represent a compromise of
19 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
20 an admission or concession by any party.

21 17. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
22 the date of this Order.

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1 18. Within 180 days of the date of this Order, the Parties are directed to file a joint status
2 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
3 appropriate payments have been made, the Court will close this case.

4 **IT IS SO ORDERED AND ADJUDGED.**

5 Dated: 07/17/2024



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A handwritten signature in black ink, appearing to read "DCW", written over a horizontal line.

Hon. Daniel M. Crowley
Judge of the Superior Court
Daniel M. Crowley / Judge

PROOF OF SERVICE

Case No.:23STCV22656

Cruz v. Toyota Motor Sales, U.S.A., Inc.,

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On May 2, 2024, I served the foregoing document described as:

[PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT

 X **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail ivette@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

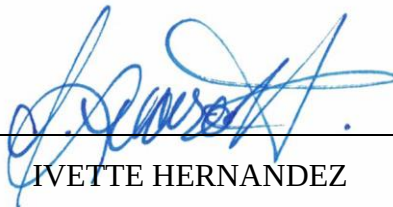
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Attorneys for Defendant TOYOTA MOTOR SALES, U.S.A., INC.

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

Executed on this May 2, 2024, in Los Angeles, California.



IVETTE HERNANDEZ