

FILED
Superior Court of California
County of Los Angeles
05/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER, ESQ. (SBN 316007)
nikki@crosnerlegal.com
ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff CHAZLEY FOSTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHAZLEY FOSTER, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

AMERICAN HONDA MOTOR CO., INC.,
a California Corporation, and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23STCV22112

Assigned for all Purposes to:
Hon. Timothy Patrick Dillon
Dept. SSC-15

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT**

Date: May 6, 2026
Time: 10:00 a.m.
Dept.: SSC-15

Electronically Received 04/13/2026 03:51 PM

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument on
3 the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement (the "Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Nikki Trenner, filed on September 12, 2025, is the product of arms-
8 length negotiations between the parties and the terms of the Settlement Agreement are fair,
9 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
10 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
11 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

12 3. The Settlement Class, which was provisionally certified by the Court in its December
13 3, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
14 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all current
15 and former non-exempt employees who were employed by Defendant American Honda Motor Co.
16 ("Honda" or "Defendant") at any location in California at any time during the Class Period of
17 September 13, 2019 to May 15, 2025.

18 4. The Court adjudges all Participating Class Members, on behalf of themselves and
19 their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release the Released Parties from (i) all claims that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the Operative Complaint, including,
22 but not limited to (1) failure to pay minimum wages and liquidated damages; (2) failure to pay
23 overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide
24 accurate wage statements; (6) failure to timely pay all wages due upon separation of employment;
25 (7) failure to reimburse business expenses; and (8) violation of the Unfair Competition Law during
26 the Class Period. Participating Class Members' only release these claims for the duration of the
27 Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class
28 Members do not release any other claims, including claims for vested benefits, wrongful

1 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
2 disability, social security, workers' compensation, or claims based on facts occurring outside the
3 Class Period.

4 5. The Court further adjudges All Aggrieved Employees are deemed to release, on
5 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
7 that were alleged, or reasonably could have been alleged, including, but not limited to, claims based
8 on the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period.
9 Aggrieved Employees only release these claims for the duration of the PAGA Period.

10 6. Three individuals -- Karen Guthrie, Olga Felix and Brittany Waken – submitted
11 timely and valid Requests for Exclusion. These three individuals therefore are excluded from the
12 Class and are not bound by the Settlement Agreement or this Order and Judgment, except as to the
13 release of claims under PAGA.

14 7. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement
15 Amount ("GSA") of \$985,000.00. The Settlement Administrator is ordered to distribute to the
16 Participating Class Members their respective individual settlement payments from the Net
17 Settlement Amount as provided in the Settlement Agreement. All settlement distribution checks
18 shall be negotiable for 180 days from the date of issuance. Funds attributable to uncashed checks
19 that remain after the check void date shall be forwarded to the California State Controller's
20 Unclaimed Property Fund. No funds shall revert to Defendant.

21 8. The Court further orders that the Class Members be provided with notice of this
22 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
23 copy of the Judgment on its website for a period of no less than sixty (60) days.

24 9. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is reasonable,
25 appropriate, and consistent with the attorneys' fees awarded in the Greater Los Angeles Area for
26 attorneys with similar qualifications, skill, and experience. Further, the costs incurred by Class
27 Counsel were reasonable and necessary for the successful prosecution of the case. Accordingly, the
28 Court approves Class Counsel's request for an award of attorney's fees in the amount of \$325,050.00

1 and an award of costs and expenses in the amount of \$21,082.09. Such amounts shall be paid as
2 provided in the Settlement Agreement.

3 9. The request for a service award to Plaintiff and Class Representative Chazley Foster
4 in the amount of \$7,500.00, is reasonable given the risks Plaintiff assumed and the amount of time
5 Plaintiff spent assisting with prosecuting the case. The requested amount also is within the range of
6 reasonableness for such awards approved in other cases. Accordingly, the Court approves the
7 request for a service payment to Chazley Foster in the amount of \$7,500.00, and the Settlement
8 Administrator is ordered to make such payments consistent with the terms of the Settlement
9 Agreement.

10 10. The Court finds and determines the \$85,000 PAGA Penalties payment is fair,
11 appropriate, and reasonable and that the payment to the California Labor & Workforce Development
12 Agency of \$63,750.00 as its share of the settlement of civil penalties under the California Private
13 Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate, and reasonable. The
14 remaining \$21,250.00 shall be distributed to the Aggrieved Employees consistent with the terms of
15 the Settlement Agreement. The Court hereby finally approves said payments and orders the
16 payments be made per the terms of the Settlement Agreement.

17 11. The Settlement Agreement provides the Settlement Administrator, Apex Class
18 Action, LLC, shall be paid for its fees and services from the GSA. As set forth in the Declaration
19 of Madely Nava, the Settlement Administrator is owed \$9,3000.00 for services rendered and to be
20 rendered in administering the settlement. The Court therefore orders that Apex Class Action, LLC
21 be paid the amount of \$9,300.00 consistent with the terms of the Settlement Agreement.

22 12. A non-appearance Settlement Compliance Review is set for May ⁷ 5, 2027, at ^{4:00} ~~8:30~~
23 ~~a.m.~~ PM, in Department SSC-15 of the Los Angeles County Superior Court. The parties are ordered to
24 file a compliance report no later than ^{two (2)} ~~ten (10)~~ court days before the compliance hearing.

25 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
26 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
27 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
28 contemplated becomes effective and each and every act agreed to be performed by the parties has

1 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
2 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
3 construction, and interpretation of the Settlement Agreement.

4 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
5 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
6 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
7 of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute
8 any opinion, position or determination of this Court as to the merits of the claims or defenses of any
9 party.

10 15. Judgment is hereby entered as follows: Plaintiff Chazley Foster and the Participating
11 Class Members, defined as all current and former non-exempt employees who were employed by
12 Honda at any location in California at any time during the Class Period of September 13, 2019 to
13 May 15, 2025, who have not otherwise opted out, shall take nothing from Honda except as set forth
14 in the Settlement Agreement. The Court shall retain jurisdiction over the parties to interpret,
15 implement and enforce this Judgment.

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

17
18 Dated: 05/06/2026



19 

Judge of the Superior Court

20 Timothy Patrick Dillon / Judge