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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

VANESSA CORTES, individually and on
behalf of Aggrieved Employees pursuant to
the California Private Attorneys General Act,

Plaintiff,

vs.

GITI TIRE (USA) LTD; and DOES 1 through
25, inclusive,

Defendants.

Case No. CIVSB2332578

Honorable Wilfred J. Schneider
Department S32

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: February 13, 2025
Time: 8:30 a.m.
Dept.: S32

Complaint Filed: December 18, 2023
Trial Date: None Set

[PROPOSED] ORDER AND JUDGMENT

On February 13, 2025, at 8:30 a.m. in Department S32 of the above-entitled Court, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, Plaintiff Vanessa Cortes' ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Wilfred J. Schneider. Blackstone Law, APC appeared on behalf of Plaintiff, and Fisher & Phillips, LLP appeared on behalf of Defendant Giti Tire (USA) Ltd., ("**Defendant**").

Plaintiff and Defendant (collectively, the "**Parties**") have executed the Private Attorneys General Act Settlement Agreement and Release ("**Settlement Agreement**" or "**Settlement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs is granted in its entirety.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

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

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

5. The individuals covered under the Settlement consist of "all current and former non-exempt employees of Defendant within the State of California at any time during the PAGA Period"

1 (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as the period from October 12, 2022
2 through March 29, 2024.

3 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
4 negotiations.

5 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
6 allocated for payment of penalties under PAGA (“**PAGA Penalties**”), and determines that it is fair,
7 just, reasonable, and adequate. The Court hereby approves the PAGA Penalties, which shall be the
8 Gross Settlement Amount (\$100,000.00) less the approved Attorneys’ Fees and Costs to Plaintiff’s
9 Counsel, Service Award to Plaintiff, and Settlement Administration Costs to Apex Class Action
10 Administration (“**Administrator**”). Seventy-five percent (75%) of the PAGA Penalties shall be
11 distributed to the LWDA (“**LWDA PAGA Payment**”) and twenty-five percent (25%) of the PAGA
12 Penalties shall be distributed to the Aggrieved Employees (“**Employees’ Portion**”) in accordance with
13 this Order and Judgment and the Settlement Agreement.

14 8. The Court has considered the Settlement, and the monetary allocations provided
15 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
16 Administrator to administer the Settlement and to make the payments as provided for by, and
17 consistent with, this Order and Judgment and the Settlement Agreement.

18 9. The Court approves the payment of \$35,000.00 to Blackstone Law, APC for attorneys’
19 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
20 accordance with this Order and Judgment and the Settlement Agreement.

21 10. The Court approves the payment of \$18,795.19 to Blackstone Law, APC for
22 reimbursement of actual litigation costs and expenses incurred in the Action. This amount shall be
23 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
24 Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Vanessa Cortes
26 for a Service Award. This amount shall be paid from the Gross Settlement Amount and shall be
27 distributed in accordance with this Order and Judgment and the Settlement Agreement.

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12. The Court approves payment in the amount of up to \$4,000.00 to the Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the notice of PAGA representative action settlement (“**Cover Letter**”), attached hereto as **Exhibit 1**, and the Administrator shall distribute the Notice to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. Within seven (7) calendar days of this order, Defendant will deliver Aggrieved Employee identifying information in Defendant’s possession, including each Aggrieved Employee’s first and last name, last-known address, last known telephone number, Social Security number, start and end dates of employment, and number of Pay Periods during the PAGA Period (collectively, “**Aggrieved Employees List**”) to the Administrator in the form of a Microsoft Excel spreadsheet, or a comparable format.

15. Within twenty-one (21) calendar days of this order, Defendant will fund the Gross Settlement Amount by transmitting the funds to the Administrator.

16. Within seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Service Award, and the Attorneys’ Fees, and Costs. Disbursement of the Attorneys’ Fees and Costs shall not precede disbursement of Individual PAGA Payments.

17. Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed to the State of California’s Unclaimed Property Fund in the name of the Aggrieved Employee.

18. If the actual number of Pay Periods during the PAGA Period exceeds 952 by more than ten percent (10%) then the Gross Settlement Amount will increase proportionally by the percentage increase above the 10% buffer.

1 19. Aggrieved Employees shall not have the right to opt out of, or object to, the Settlement.

2 20. Effective on the date when Defendant fully funds the Gross Settlement Amount, all
3 Aggrieved Employees are deemed to release, the Released Parties from the Released Claims.

4 21. The “**Released Parties**” means Defendant, and its current and former officers,
5 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
6 assigns.

7 22. The “**Released Claims**” means any and all claims from any of the factual allegations
8 in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties
9 under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for
10 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
11 periods and associated premium payments, timely pay wages during employment and upon
12 termination, provide compliant wage statements, maintain complete and accurate payroll records, and
13 reimburse necessary business-related expenses in violation of California Labor Code sections 201,
14 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800,
15 and 2802, and the applicable Industrial Welfare Commission Wage Orders.

16 23. No individualized notice of this Order and Judgment is required to be provided to the
17 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
18 system established for the filing of notices and documents, in conformity with California Labor Code
19 § 2699(l)(3).

20 24. A Non-Appearance Final Accounting Hearing is set for _____ at
21 _____ in Department S32 of the above-entitled Court. A Final Report is due to be filed no later
22 than _____ confirming that disbursements were made pursuant to the Settlement.

23 **IT IS SO ORDERED.**

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25 Dated: _____

Honorable Wilfred J. Schneider
Judge of the Superior Court

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EXHIBIT 1

Exhibit A

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

Re: Settlement Payment from *Vanessa Cortes v. Giti Tire (USA) Ltd.*, San Bernardino County
Superior Court Case No. CIVSB2332578

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Vanessa Cortes v. Giti Tire (USA) Ltd.*, San Bernardino County Superior Court Case No. CIVSB2332578 (“Action”).

The lawsuit was filed on November 30, 2023 by Vanessa Cortes (“Plaintiff”) against her former employer Giti Tire (USA) Ltd. (“Defendant”), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on October 12, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-987413-23 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-exempt employees of Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period October 12, 2022 to March 29, 2024 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). 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.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers,

1 shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

2 “Released Claims” means any and all claims arising from any of the factual allegations in the
3 Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under
4 the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for
5 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
6 periods and associated premium payments, timely pay wages during employment and upon
7 termination, provide complaint wage statements, maintain complete and accurate payroll records,
8 and reimburse necessary business-related expenses in violation of California Labor Code sections
9 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 *et*
10 *seq.*, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

11 The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it
12 is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the
13 funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed
14 Property Division in your name and in the amount of your Individual PAGA Payment.

15 **Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to**
16 **ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you
17 may contact [Settlement Administrator] at [toll-free phone number].
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