

1 David Keledjian (SBN 309135)  
David Arakelyan (SBN 337076)  
2 **D.LAW, INC.**  
250 N Madison Avenue, 2nd Floor  
3 Pasadena, CA 91101-1639  
Tel.: (818) 962-6465 / Fax: (818) 962-6469  
4 [d.keledjian@d.law](mailto:d.keledjian@d.law), [d.arakelyan@d.law](mailto:d.arakelyan@d.law)

5 Attorneys for Plaintiff ILIANA REYES, on behalf of herself and others  
6 similarly situated

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF CONTRA COSTA**

10  
11 ILIANA REYES, on behalf of herself and all  
12 others similarly situated, and the general public,

13 *Plaintiff,*

14 v.

15 FIRSTAMERICA AUTOMOTIVE, INC., a  
Delaware corporation; FIRSTAMERICA  
16 AUTOMOTIVE, LLC, a Delaware corporation;  
SONIC AUTOMOTIVE, INC., a business entity  
17 of unknown form; BEVERLY HILLS BMW, a  
business entity of unknown form; ECHO PARK  
18 AUTOMOTIVE, a business entity of unknown  
form; and DOES 1 through 50, inclusive,

19 *Defendants.*  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. C23-02820

[Assigned for all purposes to the Hon.  
Benjamin Reyes II, Dept. 16]

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS AND  
PAGA SETTLEMENT AND RELEASE  
OF CLAIMS**

Date: June 10, 2026

Time: 9:00A.M.

Dept.: 16

Complaint Filed: November 6, 2023

FAC Filed: January 10, 2024

Trial Date: None Set

1           The above-referenced Class Action and PAGA Representative Action (“Action”) having  
2 come before the Court on June 10, 2026, in Department 16 before the Honorable Benjamin Reyes  
3 II, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA  
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order  
5 (“Preliminary Approval Order”), filed and entered on February 10, 2026, and as set forth in the  
6 Class Action and PAGA Settlement Agreement between Plaintiff ILIANA REYES and Defendants  
7 FIRSTAMERICA AUTOMOTIVE, INC., a Delaware corporation; FIRSTAMERICA  
8 AUTOMOTIVE, LLC, a Delaware corporation; SONIC AUTOMOTIVE, INC., a business entity  
9 of unknown form; BEVERLY HILLS BMW, a business entity of unknown form; ECHO PARK  
10 AUTOMOTIVE, a business entity of unknown form (“Stipulation of Settlement”) in this Action,  
11 and due and adequate notice having been given to all Class Members and PAGA Members as  
12 required in the Preliminary Approval Order, and the Court having considered all papers filed and  
13 proceedings had herein and otherwise being fully informed, and good cause appearing therefor,

14           **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

15           1.       All terms used herein shall have the same meaning as defined in the Stipulation of  
16 Settlement.

17           2.       Consistent with the definitions provided in the Stipulation of Settlement, the term  
18 “Class Members” shall mean all persons employed by Defendants, collectively or separately, and/or  
19 any staffing agencies and/or any other third parties in hourly or non-exempt position in California  
20 August 21, 2021, through September 30, 2025. The “Class Period” shall be August 21, 2021,  
21 through September 30, 2025. All Class Members who worked any hours for Defendants in  
22 California during any pay period from August 21, 2021, through September 30, 2025, are aggrieved  
23 employees with respect to the California Private Attorneys General Act (“PAGA”) (“PAGA  
24 Members”). PAGA Members will be paid their PAGA Award and release the Released PAGA  
25 Claims regardless of whether they submit a timely and valid Request for Exclusion from the  
26 Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the  
27 Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,  
28 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:

Defendants and all of their respective parent, subsidiary and affiliated entities, including all corporation, partnerships, members, divisions and joint ventures, all officers, directors, shareholders, managers, supervisors, partners, employees, agents, attorneys, insurers of defendants, successors and assigns, specifically including but not limited to the following:

EchoPark Automotive, Inc. (Colma, Long Beach, Roseville)  
FirstAmerica Automotive, LLC dba Autobahn Motors  
FirstAmerica Automotive, LLC dba Concord Honda  
FirstAmerica Automotive, LLC dba Concord Toyota  
FirstAmerica Automotive, LLC dba Honda of Serramonte  
FirstAmerica Automotive, LLC dba Honda of Stevens Creek  
FirstAmerica Automotive, LLC dba Lexus of Marin  
FirstAmerica Automotive, LLC dba Lexus of Serramonte  
FirstAmerica Automotive, LLC dba Poway Honda  
FirstAmerica Automotive, LLC dba Stevens Creek BMW  
FirstAmericBeverly Hills BMW  
Ontario L, LLC dba Crown Lexus  
SAI Long Beach B, Inc. dba Long Beach BMW  
SAI Los Angeles JagLR, Inc. dba Jaguar Land Rover Los Angeles  
SAI Monrovia B, Inc. dba MINI of Monrovia  
SAI Newport Beach JagLR, Inc. dba Jaguar Land Rover Newport Beach  
SAI Pasadena LR, Inc. dba Land Rover Pasadena  
SAI San Jose JagLR, Inc. dba Jaguar Land Rover San Jose  
Sonic Buena Park H, Inc. dba Buena Park Honda  
Sonic Calabasas M, Inc. dba Mercedes-Benz of Calabasas  
Sonic Harbor City H, Inc. dba Carson Honda  
Sonic Santa Monica M, Inc. dba W.I. Simonson  
Sonic Walnut Creek M, Inc. dba Mercedes-Benz of Walnut Creek

3. This Court has jurisdiction over the subject matter of this Action and over all Parties

1 to this Action, including all Class Members and PAGA Members.

2 4. Distribution of the Class and PAGA Notice directed to the Class Members and  
3 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein  
4 has been completed in conformity with the Preliminary Approval Order, including notice to all  
5 Class Members and PAGA Members who could be identified through reasonable effort, and is the  
6 best notice practicable under the circumstances. The Class and PAGA Notice provided due and  
7 adequate notice of the proceedings and of the matters set forth therein, including the proposed  
8 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA  
9 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class  
10 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered  
11 by and included within the Settlement and this Final Order.

12 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and  
13 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds  
14 that the Settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards  
15 and applicable requirements for final approval of this class action Settlement under California  
16 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule  
17 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*  
18 *Court* (1971) 4 Cal.3d 800, 821.

19 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement  
20 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties  
21 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been  
22 reached as a result of arms-length negotiations and private mediation. The Court further finds that  
23 the Parties have conducted investigation and research, and counsel for the Parties are able to  
24 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will  
25 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by  
26 the further prosecution of the Action. The Court has reviewed the benefits that are being granted as  
27 part of the Settlement and recognizes the significant value to the Class Members and PAGA  
28 Members. The Court also finds that the Class is properly certified as a class for settlement purposes

1 only.

2       7. As of the date of entry of this Final Order, each and every Released Claim  
3 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member  
4 is and shall be deemed to be conclusively released as against the Released Parties. As of the date  
5 of this Final Order, the Class Representatives and each and every Class Member who have not  
6 submitted a valid Request for Exclusion are hereby released and forever barred from prosecuting  
7 the Released Claims, except as to such rights or claims as may be created by the Settlement, against  
8 Defendant and the Released Parties from any and all claims under state, federal and local law  
9 ultimately alleged in this Action and that reasonably could have been alleged in this Action based  
10 on the factual allegations contained in the operative Complaint in this Action and any amendments  
11 thereto, as to the Class Members, including without limitation, California Labor Code sections 201,  
12 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,  
13 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, California Industrial Welfare  
14 Commission Wage Orders, Business and Professions Code sections 17200 *et seq.*, and including  
15 all claims for failure to pay all wages, failure provide meal and rest periods, to pay overtime or pay  
16 overtime at the correct rate of pay, failure to pay proper reporting time wages, failure to pay proper  
17 sick pay, failure to reimburse business expenses, failure to timely pay final wages and wages earned  
18 during employment, failure to provide accurate, itemized wage statements, failure to pay minimum  
19 wages, and includes all claims for recovery of compensation, overtime pay, minimum wage,  
20 premium pay, and/or all penalties under the California Labor Code and California's Wage Orders,  
21 and claims derivative and/or related to those claims, including those under the California Business  
22 & Professions Code (collectively, "Released Class Claims") from August 1, 2021, through  
23 September 30, 2025 ("Class Release Period"). Participating Class Members do not release any other  
24 claims, including claims for vested benefits, wrongful termination, violation of the Fair  
25 Employment and Housing Act, unemployment insurance, disability, social security, workers'  
26 compensation, or claims based on facts occurring outside the Class Period.

27       8. As of the date of entry of this Final Order, the claims to be released by the PAGA  
28 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,

1 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent  
2 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA  
3 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or  
4 the LWDA letter, including but not limited to all claims arising under the California Labor Code  
5 including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 246, 510,  
6 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*,  
7 and 2802, and based the facts alleged in the Action (collectively, “Released PAGA Claims”). The  
8 Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all  
9 PAGA Members from August 1, 2021 through September 30, 2025 (“PAGA Release Period”), and  
10 for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member  
11 negotiate (cash) their/his/her settlement checks sent pursuant to the Settlement. PAGA Members  
12 cannot and do not have the right to opt out of the PAGA Group and/or release their PAGA claims  
13 against the Released Parties. As such, an individual opting out of the Settlement Class has no impact  
14 as to their/his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualify(ies)  
15 as a PAGA Member.

16 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement  
17 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding  
18 of the validity of any claims in this Action, or of any wrongdoing by Defendants or any of the other  
19 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred  
20 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or  
21 may be used as, an admission by or against Defendants, or any of the other Released Parties, of any  
22 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of  
23 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed  
24 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses  
25 by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any  
26 action or proceeding in any court, administrative agency or other tribunal for any purpose  
27 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,  
28 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.

1 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in  
2 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and  
3 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,  
4 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the  
5 Released Class Claims and the Released PAGA Claims.

6 10. The Court hereby enters judgment in the entire Action as of the filing date of this  
7 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the  
8 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the  
9 interpretation, implementation and enforcement of the Settlement and all orders entered in  
10 connection therewith pursuant to California Code of Civil Procedure section 664.6.

11 11. The Court finds the settlement payments provided for under the Settlement to be fair  
12 and reasonable in light of all of the circumstances. The Court orders the calculations and the  
13 payments to be made and administered in accordance with the terms of the Settlement.

14 12. The Court hereby confirms D.Law, Inc. as Class Counsel for the Settlement Class  
15 and for all PAGA Members.

16 13. The Court further finds that the common fund doctrine is applicable to this Action  
17 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be  
18 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the  
19 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,  
20 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The  
21 Court finds the attorneys’ fees request of thirty-three and one-third percent (33 1/3%) of the Gross  
22 Settlement Amount to be appropriate compensation for Class Counsel. The attorneys’ fees request  
23 is within the range that has been approved by other courts in similar cases and reasonable in light  
24 of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the  
25 Class, and the contingent nature of the recovery over the course of this Action, which included  
26 potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of  
27 the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court  
28 hereby awards Class Counsel attorneys’ fees in the amount of \$600,000.00 and attorneys’ costs in

1 the amount of \$20,414.26, from the Gross Settlement Amount as final payment for and complete  
2 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and  
3 any other person or entity related to this Action. The Court further orders that the award of  
4 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of  
5 the Stipulation of Settlement and made payable to and deposited into the bank account of "D.Law,  
6 Inc." as Class Counsel in this Action.

7 14. The Court also hereby approves and orders payment of an Enhancement Award to  
8 Plaintiff and Class Representative Iliana Reyes in the amount of \$10,000.00 from the  
9 GrossSettlement Amount.

10 15. The Court also hereby approves and orders payment in the amount of \$200,000.00  
11 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and  
12 Workforce Development Agency.

13 16. The Court also hereby approves and orders payment from the Gross Settlement  
14 Amount for actual claims administration expenses incurred by the Settlement Administrator, Apex  
15 Class Action LLC in the amount of \$30,490.00

16 17. The Court also hereby approves and orders that any residue from uncashed  
17 settlement award checks after the expiration date will be paid out to the California Unclaimed  
18 Property Fund in the individual's name pursuant to California Code of Civil Procedure  
19 section 384(b).

20 18. The Court also hereby finds and orders that the Stipulation of Settlement is and  
21 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendants  
22 and the Released Parties.

23 19. The Court shall examine the final accounting at a Compliance Hearing set on  
24 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

25 20. Notice of Judgment Pursuant to California Rules of Court, Rule 3.771(b) shall be  
26 posted the notice of final judgment on its website, apexclassaction.com.

27 21. Provided the Settlement becomes effective under the terms of the Stipulation of  
28 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved

1 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the  
2 Implementation Schedule within the Preliminary Approval Order.

3 22. The Court also hereby finds that there were no objections to the Settlement raised  
4 by any person on the record at the hearing on the Final Approval Order.

5  
6 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

7  
8 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
The Honorable Benjamin Reyes II  
Superior Court Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

---