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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PAUL MACIAS and JULIANNA PADILLA,
as individuals, on behalf of themselves and all
other aggrieved employees,

Plaintiffs,

vs.

TEAM CAR CARE, LLC, a Delaware limited
liability company, TEAM CAR CARE WEST,
LLC, a Delaware limited liability company,
and DOES 2 through 100,

Defendants.

CASE NO. 24STCV03864

[Assigned to the Hon. Steve Cochran, Dept. 16]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Date: December 11, 2025

Time: 9:00 a.m.

Dept: 16

Reservation ID: 04222731693

Action Filed: February 15, 2024

Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Paul Macias and Julianna Padila (“Plaintiffs”) for Settlement
3 Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys’
4 Fees and Costs, and Representative Enhancement Payments, came on regularly for hearing before
5 this Court on December 11, 2025, at 9:00 a.m. Having considered the PAGA Settlement
6 Agreement, attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiffs’
7 Motion, entered into between Plaintiffs and Defendants Team Car Care, LLC, and Team Car Care
8 West, LLC (“Defendants”), and the documents and evidence presented in support thereof, and
9 recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits
10 to be received by the State of California and the PAGA Aggrieved Employees pursuant to the
11 PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code
12 § 2699(*I*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the
13 product of good faith, arms’-length negotiations between the parties. Good cause appearing
14 therefore, the Court hereby GRANTS Plaintiffs’ Motion for Settlement Approval of Claims
15 Brought under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and
16 Representative Enhancement Payments, and HEREBY ORDERS as follows:

17 1. The “Aggrieved Employees” will be defined as: all current and former non-exempt
18 employees who have worked, or continue to work, for Defendants Team Car Care, LLC and Team
19 Car Care West, LLC in California during the PAGA Period.

20 2. The “PAGA Period” is defined as March 3, 2023 through May 13, 2025.

21 3. The Court hereby approves the Settlement as set forth in the PAGA Settlement
22 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA
23 Settlement Agreement according to its terms.

24 4. The Court orders that Defendants will pay the Gross Settlement Amount of
25 \$392,000.00 to the Administrator according to the payment terms defined in the PAGA
26 Settlement Agreement.

27 5. The Court hereby approves, as to form and content, the Notice of PAGA
28 Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.

1 Mail to the PAGA Aggrieved Employees in English and Spanish along with the Individual
2 Settlement Payments.

3 6. The Court hereby appoints Apex Class Action Administration as the settlement
4 Administrator.

5 7. Within forty-five (45) calendar days after this Court signs this Judgment and
6 Order, Defendants will provide the Administrator with the Aggrieved Employees Data, as
7 specified in the Settlement Agreement, for all PAGA Aggrieved Employees.

8 8. The Administrator is directed to mail the Individual Settlement Payments, as
9 defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved
10 Employees within the time limits specified in the Settlement Agreement.

11 9. The Court finds that attorneys' fees in the total amount of \$130,666.67 and
12 reimbursement of litigation costs of \$46,479.34 to Plaintiffs' Counsel, is fair, reasonable, and
13 adequate, and orders that the Administrator distribute these payments to Plaintiffs' Counsel as
14 provided for in the Settlement Agreement.

15 10. The Court orders that the Administrator will be paid \$10,990 for all of its work
16 done and to be done until the completion of this matter, and finds that sum appropriate.

17 11. The Court finds that the Plaintiffs' Representative Enhancement Payments in the
18 amount of \$5,000.00 to each Plaintiff (\$10,000.00 total) is appropriate for the risks they undertook
19 and their service to the PAGA Aggrieved Employees and the State of California. The Court finds
20 that these awards are fair, reasonable, and adequate, and orders that the Administrator make these
21 payments in conformity with the terms of the Settlement.

22 12. The Court finds that the payment to the State of California Labor and Workforce
23 Development Agency ("LWDA") in the amount of \$145,397.99 (representing 75% of the PAGA
24 civil penalties under Labor Code § 2699(I)) as provided for by the PAGA Settlement Agreement,
25 is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance
26 with the terms of the PAGA Settlement Agreement.

27 13. The Court finds that the payment to the Aggrieved Employees in the amount of
28 \$48,466.00 (representing 25% of the PAGA civil penalties under Labor Code § 2699(I)) as

provided for by the PAGA Settlement Agreement, is fair, adequate, and reasonable, and orders that payment be made to the Aggrieved Employees in accordance with the PAGA Settlement Agreement.

14. The Court approves the limited scope of the release contained in the Settlement Agreement. Upon the full funding of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiffs, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Defendants and each of its former and present parents, directors, officers, managers, employees, operators, doners, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates and any DBAs (the "Released Parties"), from all civil penalties which are or may be available under or through the PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be barred from proceeding with any Claim released by this Agreement. The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

15. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Honorable Steve Cochran
Judge of the Superior Court