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Attorneys for Plaintiff, JAIME ZAMORA FIDEL,
on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAIME ZAMORA FIDEL, as an individual,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

DICK BROWNING, INC., a California
corporation; CERRITOS DODGE, INC.,
a California corporation; VICTORVILLE
NISSAN, INC., a California corporation;
HIGH DESERT AUTOS, I NC., a
California corporation; DAV, INC., a
California corporation; VAHI, INC., a
California corporation; AUTO SQUARE
AUTOS, INC., a California corporation;
TRIANGLE MOTORS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV11259

[Assigned for All Purposes to the Hon.
Maurice A. Leiter in Dept. 54]

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER APPROVING
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Court, having considered the Motion of plaintiffs Jamie Zamora Fidel and Jessy Vargas
2 (collectively, “Plaintiffs”) for Approval of Representative Action Settlement (“Motion”), the
3 declarations in support, and the PAGA Settlement Agreement (“Settlement” or “Settlement
4 Agreement” or “Agreement”), the PAGA Payment Letter, and good cause appearing therefore, the
5 Court hereby **ORDERS, ADJUDGES AND DECREES THAT:**

6 1. The definitions set out in the Settlement Agreement are incorporated by reference
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Motion concerns Plaintiff’s action under the Private Attorneys General Act of
9 2004 (“PAGA”) against defendants Dick Browning, Inc., Cerritos Dodge, Inc., Victorville, Nissan,
10 Inc., High Desert Autos, Inc., Dav, Inc., Vahi, Inc., Auto Square Autos, INC., Triangle Motors, Inc.,
11 TOV Motors, Inc., and TOM Motors, Inc. (collectively, “Defendants”). Hereinafter, Plaintiffs and
12 Defendants will be collectively referred to as “the Parties.”

13 3. The Settlement resolves the action brought on behalf of the Aggrieved Employees
14 defined all individuals employed as non-exempt hourly employees by Defendants within the State
15 of California during the period from February 23, 2023 through the date this Court grants approval
16 of the Settlement (“PAGA Period”).

17 4. “PAGA Pay Period” or “Pay Period” means any Pay Period during which an
18 Aggrieved Employee worked for Defendants during the PAGA Period, based on hire dates,
19 termination dates (if applicable) and re-hire dates (if applicable).

20 5. The Settlement is based on Defendants’ representation that there are 40,000 pay
21 periods from the start of the PAGA Period through the end of the PAGA Period increase by more
22 than 10%, Defendants shall increase the Gross Settlement Amount by a proportionate amount or
23 Defendants can unilaterally elect to modify the PAGA Period to end on the date the pay periods
24 reach, but not exceed 44,000 pay periods. For example, if the number of pay periods during this
25 period increases by 4%, the Gross Settlement Amount shall not increase. If the number of pay
26 periods during this period increases by 16%, the Gross Settlement Amount shall increase by 6% or
27 the PAGA Period will end on the date the pay periods reach 44,000. Defendants shall make their
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1 election no later than 7 calendar days after receiving sufficient information from the Settlement
2 Administrator that the number of pay periods has exceeded 44,000.

3 6. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
4 P.C. as Plaintiff's Counsel for the Aggrieved Employees for settlement purposes only.

5 7. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
6 Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

7 8. The Court appoints Plaintiff as the PAGA Representative for Settlement purposes
8 only.

9 9. The Court appoints ILYM Group, Inc. ("ILYM"), as the Settlement Administrator.

10 10. The Court approves, as to form and content, the PAGA Payment Letter attached as
11 Exhibit A to the Settlement Agreement.

12 11. The Court approves the Gross Settlement Amount of \$640,000.00, as the same may
13 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

- 14 a. Thirty-five percent (35%) thereof shall be allocated as reasonable attorneys'
15 fees for Plaintiff's Counsel which, unless escalated pursuant to the Settlement
16 Agreement, shall amount to \$224,000.00;
- 17 b. The sum of \$26,363.83 shall be allocated as reasonable litigation costs and
18 paid to Plaintiff's Counsel.
- 19 c. The sum of \$8,000.00 shall be paid to the Settlement Administrator, Apex
20 Class Action, LLC, for its services in administering the Settlement.
- 21 d. After deducting the above amounts, the Court approves the estimated
22 remaining Net Settlement Amount of \$361,636.17 (as the same may be
23 escalated pursuant to the Settlement Agreement) for PAGA penalties and
24 orders 75%, or \$271,227.13 of that sum to be paid to the California Labor
25 and Workforce Development Agency and 25%, or \$90,409.04 to be paid to
26 the Aggrieved Employees pursuant to Labor Code § 2699(i).

1 12. “Effective Date” means the date by when both of the following have occurred: (a)
2 This Court enters a Judgement on its Order Approving the PAGA Settlement and (b) the Judgement
3 is Final. The Judgement is final on the day the court enters Judgment.

4 13. Within 14 calendar days of the Effective Date, Defendant shall deliver the Aggrieved
5 Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The “Aggrieved
6 Employees Data” means identifying information in Defendant’s possession for the Aggrieved
7 Employees, including the Aggrieved Employee’s name, last known mailing address, phone number,
8 Social Security number, hire dates, termination dates (as applicable), and rehire dates (as
9 applicable).

10 14. Defendant shall fully fund the Gross Settlement Amount, which unless increased
11 pursuant to the Settlement Agreement, of \$640,000.00 by transmitting the funds to the Administrator
12 within 15 business days after the Effective Date.

13 15. Within 30 business days of the Effective Date, the Administrator will mail checks
14 for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
15 Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment,
16 via First Class U.S. Mail, postage prepaid. Disbursement of the PAGA Counsel Fees Payment and
17 the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual
18 PAGA Payments. The Administrator will issue checks for the Individual PAGA Payments and send
19 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with the PAGA
20 Payment Letter, the substance of which is attached as internal Exhibit “A” to the Settlement
21 Agreement, which is attached to the Patel Decl. as Exhibit “1.”

22 16. Because this is a PAGA action, based on the Parties’ understanding of the PAGA
23 statutory scheme, the Parties agree that no Aggrieved Employee can exclude themselves from the
24 Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will be
25 bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or she
26 negotiates his or her settlement check.

1 17. Aggrieved Employees will receive an Individual Settlement Payment. The face of
2 each check for the Individual PAGA Payments shall prominently state the date (not less than 180
3 days after the date of mailing) on which the check will be voided. The Administrator shall cancel
4 all checks not cashed by the void date. Before mailing any checks, the Administrator shall update
5 the Aggrieved Employees' mailing addresses using the National Change of Address Database. For
6 any of the Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled
7 after the void date, the Administrator shall transmit the funds represented by such checks to the
8 California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds
9 in the Aggrieved Employee's name.

10 18. The Court finds the Gross Settlement Amount, the Net Settlement Amount and the
11 methodology used to calculate and pay the Aggrieved Employees' Individual PAGA Payments are
12 fair and reasonable and authorizes the Settlement Administrator to pay the Individual Settlement
13 Payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.
14 The Court also authorizes the Settlement Administrator to make the LWDA Payment to the
15 California Labor and Workforce Development Agency ("LWDA").

16 19. The Court finds that Plaintiff's Counsel's request for attorneys' fees in the amount
17 of thirty-five (35%) of the Gross Settlement Amount, which, unless increased pursuant to the
18 Settlement Agreement, amounts to \$224,000.00, is reasonable. The Court awards Plaintiff's Counsel
19 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount to be paid from the
20 Gross Settlement Amount.

21 20. The Court finds that Plaintiff's Counsel has incurred a total of \$26,363.83 in
22 litigation costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this
23 Action. The Court awards \$26,363.83 from the Gross Settlement Amount to be paid to Plaintiff's
24 Counsel in litigation costs and expenses.

25 21. Upon full execution of the Settlement Agreement, approval by the Court, and
26 payment of the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf
27 of themselves and their respective former and present representatives, agents, attorneys, heirs,
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1 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
2 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
3 Complaint and the PAGA Notices, including violations of California Labor Code §§ 96, 98.6, 201,
4 201.3, 202, 203, 204, 210, 212, 213, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232,
5 232.5, 245, et seq., 246, 404, 432, 432.3, 432.7, 432.8, 510, 511, 512, 516, 558, 1102.5, 1174,
6 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.14, 1197.5, 1198.5, 1199, 1527, 2802, 2804,
7 2810.5, 2699, 3366, 3457, 8397.4, Cal. Code Regs, title 8 § 110404, Cal. Code Regs, title 8 § 3395,
8 the IWC Wage Orders, Business & Professions Code §§ 17200, et seq., 16600, 16700, and
9 Government Code § 12952 as to the Aggrieved Employees . The time period for this release is the
10 PAGA Period.

11 22. The Released Parties means Defendants, and each of their former and present
12 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
13 assigns, subsidiaries, and affiliates.

14 23. The Parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 24. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
17 the Parties, Action, and the Settlement, including under California Code of Civil Procedure section
18 664.6, for purposes of: (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
19 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 25. A Final Accounting hearing regarding the PAGA Settlement is hereby scheduled for
21 _____, at ____:____.m., in Department 54 of the above-entitled Court.
22 At least five (5) calendar days prior to said hearing, the Parties shall file a declaration confirming
23 that the claims have been paid and that administration of all the terms and conditions of the
24 settlement have been completed. Should the Court find that said declaration has sufficiently
25 evidenced full and complete administration of the class action settlement, the Final Accounting
26 hearing will go off-calendar.

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1 **IT IS SO ORDERED.**

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Dated: _____

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Judge of the Superior Court

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