

EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Mohammad Gharremain

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

MOHAMMAD GHARREMAIN, on behalf of
himself and all "PAGA Settlement Members"
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

GRIECO MOTORS WEST LLC, a California
limited liability company, and DOES 1 through
10 inclusive,

Defendants.

Case No. 2024CUOE023304

Assigned to Hon. Mark S. Borrell, Dept. 40

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS' FEES,
COSTS, AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES, AND DISMISSING ACTION
WITH PREJUDICE; MEMORANDUM
OF POINTS AND AUTHORITIES**

Date: April 24, 2026

Time: 8:30 a.m.

Dept.: 40

Complaint Filed: April 9, 2024

1 Plaintiff Mohammad Gharremain (“Plaintiff”) Motion for an Order: (1) granting approval
2 of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of
3 2004 (Cal. Labor Code § 2698 *et seq.*) (“PAGA”) set forth in the Parties’ PAGA Representative
4 Action Settlement Agreement (the “Settlement” or “Settlement Agreement”); (2) appointing
5 Phoenix Class Action Administration Solutions as the Settlement Administrator and approving
6 payment of its fees not to exceed \$3,500 (projected to be \$2,950) from the PAGA Gross Settlement
7 Amount; (3) directing disbursement of the PAGA Gross Settlement Amount pursuant to the terms
8 of the Settlement Agreement; (4) directing payment of attorneys’ fees from the PAGA Gross
9 Settlement Amount not to exceed one-third (33-1/3%) of the PAGA Gross Settlement Amount
10 (projected to be \$20,000) to Plaintiffs’ Counsel; (5) directing attorneys’ litigation costs from the
11 PAGA Gross Settlement Amount not to exceed \$10,516.67; and (6) dismissing this Action with
12 prejudice, came on for hearing before this Court in Department 404, the Honorable Mark S. Borrell
13 presiding, on April 24, 2026. Appearances were noted on the record.

14 Having reviewed the Settlement Agreement and duly considered the Parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement, which is attached to the Declaration of Evan S. Gaines as **Exhibit D**.

19 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
20 State of California asserted in this proceeding and over all parties to the Action.

21 3. The Court finds that the Settlement was entered into in good faith, that the
22 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
23 applicable requirements for approval of PAGA representative actions under California law. The
24 Court finds that the PAGA Gross Settlement Amount of \$60,000 represents a fair compromise of
25 the claims alleged in the Action, considering the maximum potential value of the claims asserted
26 and the risks inherent in further litigation.

1 4. The Court has considered the authorities and evidence presented by Plaintiff and
2 based thereon hereby approves the following awards and deductions from the PAGA Gross
3 Settlement Amount:

4 a. To Plaintiffs' Counsel, Gaines Law Corporation, an award of one-third of
5 the PAGA Gross Settlement amount in attorneys' fees (projected to be \$20,000) and
6 \$10,516.67 in reimbursement of litigation costs. The Court finds that these amounts are
7 fair and reasonable and commensurate with applicable California law.

8 b. To Phoenix Settlement Administrators, the settlement administrator, a
9 payment of up to \$2,950 to administer the Settlement through its conclusion, including
10 disbursement of the PAGA Gross Settlement Amount and all tax reporting associated
11 therewith.

12 5. The amount remaining of the PAGA Gross Settlement Amount following these
13 deductions is the Net Settlement Fund of approximately \$26,533.33. The Net Settlement Fund
14 shall be distributed 75% (or \$19,900.00) to the Labor and Workforce Development Agency and
15 25% (or \$6,633.33) to the Aggrieved Employees.

16 6. The Court finds that the Settlement has been provided to the LWDA as required by
17 PAGA and Labor Code section 2699, subdivision (s)(2), in particular.

18 7. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
19 based on the provisions and timelines set forth in the Settlement Agreement.

20 8. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to
21 Code of Civil Procedure § 664.6 and as otherwise allowed by law.

22 9. This Action is DISMISSED WITH PREJUDICE.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

JUDGE OF THE SUPERIOR COURT