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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 30 2025

E. Escobedo

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JUN 03 2025

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 JORGE NIETO, an individual and on behalf of
11 all others similarly situated;

12 Plaintiff,

13 vs.

14 PICK-YOUR-PART AUTO WRECKING, a
15 California corporation; and DOES 1 through
50,

16 Defendants

Case No.: CVRI2402255

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**(~~AMENDED PROPOSED~~) JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND ATTORNEY'S FEES
AND COSTS**

DATE: May 29, 2025

TIME: 8:30 a.m.

DEPT: 1

RESERVATION NO: 504424986153

Action Filed: April 23, 2024

Trial Date: Not Set

1 Plaintiff Jorge Nieto's ("Plaintiff") Motion for Approval of California Private Attorneys
2 General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Plaintiff's Individual Settlement
3 (the "Motion") came on regularly for hearing before this Court on May 29, 2025 at 8:30 a.m. This
4 Court, having considered the proposed PAGA Settlement Agreement (the "Settlement" or
5 "Agreement") between Plaintiff and Defendant Pick-Your-Part Auto Wrecking ("Defendant"),
6 Plaintiff's Motion and Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
8 **DECREES AS FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
10 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
11 of William C. Sung in Support of Motion for Approval of PAGA Settlement as **Exhibit 1**.

12 2. The Court hereby GRANTS the Motion.

13 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
14 asserted in this action and is authorized to act as a private attorney general with respect to the
15 PAGA claims being released under the terms of the Settlement. The California Labor and
16 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its
17 online submission process and the LWDA has not made any objection to the Settlement.

18 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
19 Action are deemed part of this Judgment and Order, and the Parties and the Settlement
20 Administrator are ordered to carry out the Settlement Agreement according to its terms and
21 provisions.

22 5. Release of Claims. Upon the Effective Date (i.e., date of entry of this Judgment and
23 Order) and Defendant's funding of the Gross Settlement Amount, Plaintiff releases all PAGA
24 Released Claims which could have been sought by the Labor Commissioner for the violations
25 identified in Plaintiff's LWDA Letter against the Released Parties that arose during the PAGA
26 Period. Plaintiff does not release any Aggrieved Employees' claim for wages or damages. Upon
27 entry of the Order approving the Settlement and judgment entered thereon, as well as full payment
28 by Defendant of the Gross Settlement Amount, Plaintiff and the State of California will be forever

1 barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period
2 against the Released Parties.

3 a. "Aggrieved Employees" are all current and former non-exempt or hourly
4 paid employees who worked at least one pay period for Defendant in California at any time during
5 the PAGA Period.

6 b. The "Gross Settlement Amount" is \$315,000.00.

7 c. The "PAGA Period" April 23, 2023 through March 27, 2025.

8 d. The "LWDA Letter" refers to Plaintiff's correspondence to the California
9 Labor and Workforce Development Agency dated on or about April 23, 2024.

10 e. "Released Parties" are Defendant Pick-Your-Part Auto Wrecking and its
11 officers, directors, employees, and agents.

12 f. "Released Claims" are any and all claims for civil penalties pursuant to
13 PAGA that were alleged or reasonably could have been alleged based on the facts set forth in the
14 Complaint and/or LWDA Letter which arose during the PAGA Period, including alleged violations
15 of Labor Code §§ 201, 202, 203, 204, 210, 221, et seq., 226, 226.7, 246, 256, 510, 512, 516, 558,
16 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, California Industrial Commission Wage Orders,
17 and all claims for attorneys' fees and costs and statutory interest in connection therewith.

18 6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a
19 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment
20 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
21 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
22 liability whatsoever by or against Defendant.

23 7. The Court appoints Phoenix Settlement Administrators as the Settlement
24 Administrator.

25 8. Defendant shall pay the Gross Settlement Amount of \$315,000.00 within 30 days of
26 the Effective Date.

27 9. Within 21 days after Defendant pays the Gross Settlement Amount, the Settlement
28 Administrator shall disburse the Gross Settlement Amount as follow:

1 a. A payment in the amount of \$141,413.39, payable to the LWDA for civil
2 penalties pursuant to PAGA;

3 b. Individual PAGA Payments totaling \$47,137.80, payable to the Aggrieved
4 Employees on a pro rata basis in accordance with the formula set forth in § III.5.b. of the
5 Agreement for civil penalties pursuant to PAGA;

6 c. An award of \$105,000.00 to Justice for Workers, P.C. for reasonable
7 attorney's fees pursuant to PAGA;

8 d. An award of \$13,198.81 to Justice for Workers, P.C. for reasonable costs
9 pursuant to PAGA; and

10 e. A payment in the amount of \$8,250.00 to the Settlement Administrator,
11 Phoenix Settlement Administrators for settlement administration costs.

12 10. The Parties shall bear their own respective attorney's fees and costs, except as
13 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
14 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other
15 charge, expense, or liability relating to the Released Claims and shall be released from all claims as
16 set forth in the Settlement Agreement and in this Judgment and Order.

17 11. Upon the entry of this Judgment and Order, Aggrieved Employees are precluded
18 from prosecuting claims for PAGA penalties that are covered by the Settlement under *Arias v.*
19 *Superior Court* (2009) 46 Cal.4th 969. Plaintiff shall submit a copy of this Judgment and Order to
20 the LWDA within 14 calendar days after entry of this Judgment and Order.

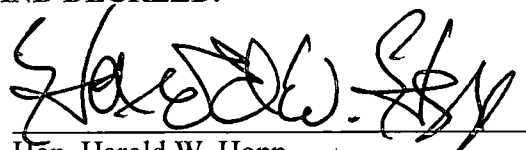
21 12. This Judgment and Order is intended to be a final disposition in its entirety of the
22 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
23 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)
24 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement
25 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26 13. The Court sets a Final Accounting (Nonappearance) hearing on April 16, 2026 in
27 Department 1 of the above-entitled Court. Plaintiff is ordered to file a final report and declaration by
28 the Settlement Administrator regarding settlement distribution no later than 5 court days prior to the

1 Hearing.

2 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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4 DATED: May 29, 2025



Hon. Harold W. Hopp
Judge of the Superior Court

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