

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JERAMMY SANCHEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

UAG CERRITOS I, LLC d.b.a. PENSKE
CHEVROLET OF CERRITOS, a California
Limited Liability Company; UAG CERRITOS,
LLC d.b.a. PENSKE BUICK GMC OF
CERRITOS, a Delaware Limited Liability
Company; and DOES 1 through 100,

Defendants.

Case No. 24STCV09094

*[Assigned for all purposes to the Hon. David
S. Cunningham III, Dept. SSC-11]*

**PLAINTIFF'S SUPPLEMENTAL
BRIEF IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 7, 2026
Time: 10:15 a.m.
Dept.: SSC-11

Complaint Filed: April 10, 2024
Trial Date: None

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Jerammy Sanchez (“Plaintiff”) hereby submits the following supplemental brief
3 in response to the Court’s August 24, 2026 Order regarding Plaintiff’s Motion for Preliminary
4 Approval of Class Action Settlement (the “Order”). After reviewing the Court’s Order, Plaintiff
5 and Defendants UAG CERRITOS I, LLC d.b.a. PENSKE CHEVROLET OF CERRITOS, a
6 California Limited Liability Company; UAG CERRITOS, LLC d.b.a. PENSKE BUICK GMC
7 OF CERRITOS (“Defendants”) (Plaintiff and Defendants are collectively referred to as the
8 “Parties”) amended the Stipulation of Settlement (“Settlement Agreement”) and the Notice of
9 Pendency of Class Action and Proposed Settlement (“Class Notice”) in accordance with the issues
10 identified by the Court.

11 Plaintiff addresses each issue raised in the Court’s Order. The Amended Settlement
12 Agreement and Class Notice are attached as Exhibits 1 and 2, respectively, to the Declaration of
13 Sean M. Blakely, filed concurrently herewith. Red-line versions of the Settlement Agreement and
14 Class Notice showing all changes are attached as Exhibits 3 and 4, respectively, to the Declaration
15 of Sean M. Blakely (“Blakely Decl.”).

16 **1. Class Representative Service Award**

17 The Court’s Order states: “*The Class Representative payment should not exceed \$7,500,*
18 *absent substantial justification. Provide justification for a payment of \$10,000.*”

19 The Parties revised the Settlement Agreement to address the Court’s Order. Plaintiff now
20 seeks a Service Award of \$7,500. *See* Blakely Decl., ¶ 4, Exhibit 1, at ¶¶ 3(C)(3), 6.

21 **2. Individual PAGA Payments**

22 The Parties revised the Settlement Agreement to indicate that payments to Aggrieved
23 Employees will be made at the same time payments are sent to Settlement Class members. *See*
24 Blakely Decl., ¶ 4, Exhibit 1, at ¶ 4(C). The Parties also revised the Settlement Agreement to
25 make clear that payment of the Class Representative Service Award, Attorneys’ fees and costs,
26 and settlement administration costs do not precede distribution of payments to Class Members
27 and Aggrieved Employees. *Id.*

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1 **3. Unclaimed Funds**

2 The Parties revised the Settlement Agreement to direct uncashed checks to Settlement
3 Class members and Aggrieved Employees to the Controller of the State of California to be held
4 pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the
5 Settlement Class member/Aggrieved Employee. *See* Blakely Decl., ¶ 4, Exhibit 1, at ¶ 4(E).

6 **4. Exhibits to Stipulation of Settlement**

7 The Parties revised the Settlement Agreement so that the Class Notice and Notice of
8 Estimated Settlement Payment are attached as Exhibits 1 and 2, respectively, to the Settlement
9 Agreement. *See* Blakely Decl., ¶ 4, Exhibit 1, at ¶ 8(F).

10 **5. Language Re: Conclusive Presumption and Efforts to Locate Updated**
11 **Addresses**

12 The Parties revised the Settlement Agreement to remove the following language: “It will
13 be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30)
14 days of the mailing, the Settlement Class member received the Notice Packet.” *See* Blakely Decl.,
15 ¶ 4, Exhibit 1, at ¶ 9(F). The Parties also added the following language: “Efforts to locate updated
16 addresses for returned notices should continue throughout the 60-day notice period.” *Id.*

17 **6. Notice of Change of Final Approval Hearing**

18 The Parties added the following language to the Settlement Agreement: “The Settlement
19 Administrator shall also post the date and time of the Final Approval Hearing on its website, and
20 update the time, date, and location of the hearing should there be any change thereto.” *See* Blakely
21 Decl., ¶ 4, Exhibit 1, at ¶ 7.

22 **3. Sampling of Records for Mediation**

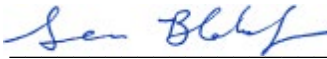
23 In connection with mediation, Defendants provided a random sampling of timekeeping
24 and payroll data for approximately 20% of the putative class. Blakely Decl., ¶ 5. The sampled
25 employees were selected as follows: Defendant provided a list of putative class members which
26 contained their Employee ID number as well as which job group they fell within (i.e., Business
27 Development Center, Finance, Hourly, or Sales). *Id.* Plaintiff then randomly selected the 20%
28 sampling, and selected employees from each job group to ensure that Plaintiff was obtaining

1 records from each of the different job groups. *Id.* Plaintiff also obtained records for both current
2 and former employees. *Id.* Plaintiff contends that this 20% sampling of records is statistically
3 significant and reliable. *See e.g., Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036 (2016). The
4 timekeeping data and payroll data produced for mediation were generated from uniform electronic
5 timekeeping and payroll systems, which allowed Plaintiff to extrapolate his findings with
6 confidence. Blakely Decl., ¶ 5.

7 Respectfully submitted,

8 Dated: September 28, 2026

HAINES LAW GROUP, APC

9 By: 
10 Paul K. Haines
11 Sean M. Blakely
12 Attorneys for Plaintiff
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