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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

MATTHEW BAUMANN on behalf of
all others similarly situated, and on
behalf of the general public ,

Plaintiffs,

v.

ATP INVESTMENT COMPANY, LLC
DBA AUDI FLETCHER JONES; ; and
DOES 1-100,

Defendants.

Case No. 30-2024-01427099-CU-OE-CXC

*[Assigned for All Purposes to the
Honorable William D. Claster; Dept. CX101]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF MATTHEW BAUMANN'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: December 12, 2025

Time: 9:00 a.m.

Reservation No.: 74707309

Complaint Filed: September 23, 2024

1 **ORDER**

2 WHEREAS, this action is pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004 (the “Action”); and

4 WHEREAS, the Court has considered the motion by Plaintiff Matthew Baumann
5 (“Plaintiff”) for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation
6 and Settlement Agreement (the “Settlement Agreement”). The Court understands that the
7 Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal
8 of the Action with prejudice. Based on a review of the submissions by the Parties, and good cause
9 appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as defined
12 therein.

13 2. The Court finds the Parties’ settlement is “fair, reasonable, and adequate in view of
14 PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize
15 enforcement of state labor laws.” *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.

16 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
17 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

18 4. The Aggrieved Employees are defined as follows: All non-exempt salaried property
19 managers who worked for Defendant ATP Investment Company, LLC in California at any time
20 from June 25, 2023, to September 21, 2025.

21 5. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel
22 in the sum of \$45,162, or 33.33% of the Gross Settlement Amount. The Court finds this amount
23 to be a reasonable result in light of the quality of the result obtained, the work performed by
24 counsel, and the estimated lodestar. In approving this amount, the Court is not approving any
25 particular hourly billing rates proposed by counsel.

26 6. The Court hereby approves the payment of litigation costs to Plaintiff’s Counsel in
27 the amount of \$22,152.97, representing the full amount sought.

28 7. The Court hereby approves of the PAGA Representative Payment of \$2,500 to

1 Plaintiff Matthew Baumann.

2 8. The Court hereby approves of the payment in the amount of \$3,650 to ILYM
3 Group, Inc., for performance of its settlement administration services.

4 9. Taking the above distributions into account, from the Gross Settlement Amount of
5 \$135,500, \$62,035.03 remains to be distributed as provided under PAGA. This amount shall be
6 allocated 75% to the LWDA and 25% to the Aggrieved Employees.

7 10. The Court approves of the notice attached to the Settlement Agreement as Exhibit
8 A. The Court orders that this notice be mailed out to Aggrieved Employees with their settlement
9 checks. This notice shall be mailed in English. The font size in the actual notice may not be
10 smaller than the font size in Exhibit A to the Settlement Agreement.

11 11. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
12 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including
13 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged
14 the Released Parties from the Released Claims, as defined in the Settlement Agreement.

15 12. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
16 admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of
17 the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

18 13. This Order is intended to be a final disposition of the lawsuit in its entirety and is
19 intended to be immediately appealable.

20 14. The Court shall retain jurisdiction with respect to all matters related to the
21 administration and consummation of the settlement.

22 **JUDGMENT**

23 15. The Court hereby enters final judgment in this Action in accordance with terms of
24 the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA
25 Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the
26 Settlement Agreement.

27 16. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all
28 Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally

1 and forever released, relinquished, and discharged the Released Parties from the Released Claims
2 as those terms are respectively defined in the Settlement Agreement.

3 17. Without affecting the finality of the Final Order and/or this Judgment, pursuant to
4 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
5 Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff,
6 Aggrieved Employees, and Defendant for the purposes of supervising the implementation,
7 enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and
8 Judgment.

9 18. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order
10 and Judgment on the settlement administrator's website for a period of sixty (60) days.

11
12 Dated: _____

Honorable William D. Claster