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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARLON MONTENEGRO, on behalf of
himself, the State of California, and all
Aggrieved Employees,

Plaintiff,

vs.

TED JONES FORD, INC. dba KEN
GRODY FORD, a California corporation;
KEN GODY REDLANDS LLC dba KEN
GRODY FORD REDLANDS, a California
limited liability company; and DOES 1
through 100, Inclusive,

Defendants.

Case No. CIVSB2433434

REPRESENTATIVE ACTION

*[Assigned for all purposes to the
Hon. Christian Towns, Dept. S26]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, AND COSTS**

Date: September 23, 2026

Time: 8:30 a.m.

Dept.: S-26

Action Filed: November 5, 2024

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 23, 2026, at
2 8:30 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents
3 and evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(s)(2). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Marlon Montenegro's ("Plaintiff") Motion for Approval of Claims
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as: all current and former non-
12 exempt employees of Defendants Ted Jones Ford, Inc. dba Ken Grody Ford and Ken Gody
13 Redlands LLC dba Ken Grody Ford Redlands (collectively "Defendants") at any time during the
14 PAGA Period.

15 2. The "PAGA Period" means August 28, 2023 to January 17, 2026.

16 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
18 terms.

19 4. The Court orders that Defendants shall deposit the PAGA Gross Settlement
20 Amount of \$700,000.00 into an account established by the Settlement Administrator, pursuant to
21 the terms of the Settlement.

22 5. The Court hereby approves the Explanatory Letter submitted by the Parties and
23 included as Exhibit A to the Settlement.

24 6. The Court hereby appoints Phoenix Settlement Administrators. as the Settlement
25 Administrator.

26
27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Tuvia Korobkin submitted
concurrently with the Motion.

1 7. Within ten (10) Court days after the Effective Date, Defendants shall provide the
2 Settlement Administrator with a list containing the Aggrieved Employees' full name, last known
3 mailing addresses, last known telephone numbers, dates of employment and number of pay
4 periods worked during the PAGA Period, and Social Security numbers to the extent available
5 from Defendants' records, pursuant to the terms of the Settlement.

6 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
7 and the Explanatory Letter to the Aggrieved Employees within ten (10) Court days of receipt of
8 the Gross Settlement Amount being fully funded and receiving approval from the Parties of the
9 payment calculations, pursuant to the terms of the Settlement.

10 9. The Court finds that attorneys' fees in the amount of thirty-five percent of the
11 Gross Settlement Amount (currently estimated to be \$245,000.00) for Plaintiff's counsel, and
12 reimbursement of litigation costs of \$17,270.80 to Plaintiff's counsel, are fair, reasonable, and
13 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
14 Counsel as provided for in the Settlement Agreement.

15 10. The Court orders that the Settlement Administrator shall be paid \$5,950.00 for all
16 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

17 11. The Court finds that the requested Incentive Award of \$10,000.00 to Plaintiff is
18 fair, adequate, and reasonable in recognition of the unique contributions he has made and the risks
19 he undertook on behalf of the Aggrieved Employees and the State of California, and orders that
20 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
21 Agreement.

22 12. The Court finds that the amount of \$274,156.48 representing 65% of the
23 \$421,779.20 Net Settlement Amount allocated as PAGA civil penalties under the Settlement, to
24 be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for
25 by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
26 LWDA in accordance with the terms of the Settlement Agreement. Likewise, the Court finds that
27 the amount of \$147,622.72, representing 35% of the \$421,779.20 Net Settlement Amount
28

1 allocated as PAGA civil penalties under the Settlement to be paid to the Aggrieved Employees is
2 fair, adequate, and reasonable.

3 13. The Court approves the scope of the release as set forth in the Settlement.
4 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
5 Aggrieved Employees will have released all of the PAGA Released Claims against Defendants
6 which were resolved as part of the Settlement. The PAGA Released Claims include all claims
7 alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in
8 the Complaint and in the PAGA Notice, including all PAGA claims seeking civil penalties
9 premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure
10 to provide meal periods, (4) failure to provide rest periods, (5) failure to provide accurate itemized
11 wage statements, (6) failure to timely pay all final wages due at the end of employment, (7) failure
12 to maintain accurate records, (8) failure to reimburse all necessary business expenditures, and (9)
13 all other claims for civil penalties recoverable under the PAGA based on the facts or claims
14 alleged in the PAGA Notice and Complaint, arising from Aggrieved Employees' employment
15 with Defendants during the PAGA Period. The release of the PAGA Released Claims shall extend
16 for the duration of the PAGA Period.

17 14. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
18 bars Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA
19 Released Claims for civil penalties against Defendants which were resolved as part of the
20 Settlement. Without affecting the finality of this Judgment and Order in any way, the Court retains
21 jurisdiction to enforce the terms of the Settlement in accordance with Code of Civil Procedure
22 section 664.6.

23 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
24 before _____, 2026.

25 16. The final compliance hearing shall be held on _____, 2026.

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

27 Dated: _____

By: _____

Honorable Christian Towns
Judge of the Superior Court