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Attorneys for Plaintiff
ERIC DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

ERIC DIAZ, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

PORTER AND HOWARD, INC. dba
TOYOTA SANTA MARIA, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV05194

*Assigned for All Purposed to the Honorable
Patricia Kelly, SM Dept. 1*

**NOTICE OF ENTRY OF FINAL ORDER
APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Complaint Filed: September 18, 2024
FAC Filed: November 18, 2024
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

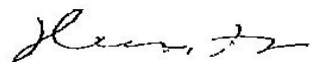
2 **PLEASE TAKE NOTICE** that on February 11, 2026, the Honorable Patricia Kelly, in
3 Department SM 1 of the above-entitled Court, located at 312 East Cook Street Building E, Santa
4 Maria, CA 93454 executed the Final Order and Judgment Granting Motion for Final Approval of
5 PAGA Settlement.

6 Attached hereto as **Exhibit A** is a true and correct copy of the Court's Signed Order which
7 was executed and filed on February 11, 2026.

- 8
- 9 • Court Finds Motion for Final Approval of PAGA settlement is granted, Order
10 signed and filed Final Order and Judgment.
 - 11 • Plaintiff is to give notice within ten (10) days.

12 Date: February 18, 2026

PROTECTION LAW GROUP, LLP

13
14 By: 
15 _____

16 Heather Davis
17 D. Luke Clapp
18 Christine V. Reyes
19 *Attorneys for Plaintiff*
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Exhibit A

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Attorneys for Plaintiff
ERIC DIAZ

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
02/11/2026
Darrel E. Parker, Executive Officer
BY Barajas-Garcia, Cynthia
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

ERIC DIAZ, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

PORTER AND HOWARD, INC. dba
TOYOTA SANTA MARIA, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV05194
[Unlimited Jurisdiction]

*Assigned for All Purposes to: Hon. Patricia
Kelly, SM Department 1*

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND ENTERING
JUDGMENT**

Hearing Date: February 11, 2026
Hearing Time: 8:30 a.m.
Department: SM 1

Complaint Filed: September 18, 2024
FAC Filed: November 18, 2024
Trial Date: None Set

1 Having reviewed and considered Plaintiff Eric Diaz (“Plaintiff”) Motion for Order
2 Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and
3 Entering Judgment, and good cause appearing for the same, it is hereby **ORDERED, ADJUDGED,**
4 **and DECREED:**

5 1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release
6 attached as Exhibit 2 to the Declaration of Ryan Chuman (“Settlement Agreement” or “Settlement”)
7 as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.

8 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
9 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth
11 in this order.

12 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
13 to this Action, including Plaintiff, the State of California, and all “PAGA Members.”

14 4. The Court designates Phoenix Class Action Administration Solutions (“Phoenix”) as
15 the third-party Settlement Administrator for mailing the PAGA Members’ explanatory letters,
16 calculating the payments to the PAGA Members, distributing the settlement payments approved by
17 the Court from the Gross Settlement Amount, and other duties set forth in the Settlement. Pursuant
18 to the terms of the Settlement, Defendant shall deposit with the Settlement Administrator the Gross
19 Settlement Amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) within 14 days of
20 the Effective Date and shall provide to the Settlement Administrator a list of the PAGA Members
21 that identifies for each PAGA Member their full name, social security number, last known address,
22 last known telephone number, dates of employment, and the number of pay periods for each PAGA
23 Member during the PAGA Period.

24 5. Within 14 days of the funding of the Settlement, the Settlement Administrator shall
25 distribute the Gross Settlement Amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00)
26 as provided in the Settlement Agreement and set forth below:

- 27 a. Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) to Plaintiff’s Counsel
28 for attorneys’ fees and attorneys’ costs in the amount of Eighteen Thousand Six
Hundred and Twenty-Eight Dollars and Forty Cents (\$18,628.40), from the Gross

1 Settlement Amount as final payment for and complete satisfaction of any and all
2 attorneys' fees and costs incurred by and/or owed to Plaintiff's Counsel related to
3 the Action;

\$7,500

- 4 b. ~~Ten Thousand Dollars (\$10,000.00)~~ to Plaintiff Eric Diaz from the Gross Settlement
5 Amount, to compensate him for his services in prosecuting the Action and
6 performing work in support of the Action and for the release of his individual claims;
7 c. Four Thousand Dollars (\$4,000.00) to the Settlement Administrator, Phoenix, from
8 the Gross Settlement Amount for administration expenses incurred by the Settlement
9 Administrator; and
10 d. After deducting the attorney's fees and costs, Plaintiff's enhancement payment, and
11 the payment to the settlement administrator, the remaining Net Settlement Amount
12 shall be distributed to the California Labor and Workforce Development Agency
13 ("LWDA") and the PAGA Members. 65% of the Net Settlement Amount shall be
14 distributed to the LWDA. 35% of the Net Settlement Amount shall be distributed to
15 the PAGA Members on a pro rata basis based on the number of Pay Periods worked
16 by each PAGA Member during the PAGA Period. The Settlement Administrator
17 shall mail each PAGA Member their Individual Payment check along with the
18 explanatory letter attached to the Settlement Agreement as Exhibit A.

19 7. All checks to the PAGA Members shall remain valid and negotiable for 180 days
20 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days
21 of mailing, those funds shall be transmitted to Legal Aid at Work.

22 8. Upon the Effective Date, Plaintiff, the state of California, and the LWDA, shall be
23 deemed to fully release and forever discharge Defendant any and all PAGA claims that could have
24 been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the
25 same or similar factual allegations and claims in the operative Complaint in this Action or any
26 PAGA notice submitted by Plaintiff to the LWDA, for the PAGA Period, including PAGA penalties
27 arising from the following claims: unpaid straight and overtime wages (including any work off the-
28 clock and non-productive time); failure to pay employees all minimum wages and overtime wages,
including at the correct rate; failure to provide compliant meal and rest breaks; failure to pay all

1 premium wages owed for short, late or missed meal and rest periods; failure to pay all wages owed
2 at discharge or resignation; failure to timely pay wages within the times permissible under Labor
3 Code section 204; failure to provide complete and accurate wage statements; failure to keep
4 complete and accurate records; and violations of Labor Code sections 201, 202, 203, 204. 210,
5 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199 and
6 2698, et seq., and all applicable IWC Wage Orders. (the “Released Claims”) The release of the
7 “Released Claims” is explicitly limited to those claims that arose between September 13, 2023,
8 through June 9, 2025. Further this release does not release any individual’s non-PAGA claims,
9 except for Plaintiff as detailed below.

10 9. Upon the Effective Date, in addition to the release for penalties arising under PAGA,
11 Plaintiff Eric Diaz, on behalf of himself only, shall also release the Released Parties from any and
12 all claims, demands, rights, liabilities, and/or cause or causes of action, whether known or unknown,
13 which have been or could have been asserted by Plaintiff, against Defendant and/or any of the
14 Released Parties arising at any time prior to the entry of the Judgment, including but not limited to
15 any and all claims which arose out of or are in any way connected to Plaintiff’s employment with
16 Defendant and all claims alleged in the Action. This release specifically excludes claims for
17 unemployment insurance, disability, social security, and workers' compensation (except for claims
18 pursuant to Labor Code Sections 132a and 4553). As to Plaintiff’s Additional Released Claims,
19 Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California
20 Civil Code. Section 1542 reads as follows:

21 A general release does not extend to claims that the creditor or releasing party doe snot know
22 or suspect to exist in his or her favor at the time of executing the release and that, if known
23 by him or her, would have materially affected his or her settlement with the debtor or
24 released party.

25 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
26 and complete release and discharge of all of his Released Claims, Plaintiff expressly acknowledges
27 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
28 Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the
Settlement contemplates the extinguishment of all such Released Claims.

10. The Court finds that Plaintiff gave notice to the California Labor Workforce and

1 Development Agency (“LWDA”) and to Defendant of his intention to pursue claims for civil
2 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
3 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
4 Plaintiff’s notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
5 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims
6 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
7 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars
8 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from
9 collecting any penalties due to any of them, or any unpaid wages due to PAGA Members, to the
10 extent those penalties or unpaid wages arise out of the Released Claims or the facts giving rise to
11 those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

12 11. Plaintiff’s Counsel are directed to submit a copy of this Order and Judgment to the
13 California Labor and Workforce Development Agency within ten (10) days of entry of the
14 Judgment.

15 12. Without affecting the finality of this Order and Judgment, the Court shall retain
16 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
17 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
18 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
19 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
20 Agreement shall be presented to the Court for resolution.

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

22
23 DATED: 2/11/2026

24 
25 JUDGE OF THE SUPERIOR COURT
26 **Patricia L. Kelly**
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