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

ABRAHAM MALDONADO, individually, and
on behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

ROTOLO CHEVROLET, INC., a California
Corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No.: CIVSB2435646
Assigned to: Hon. Michael A Sachs, Dept. S28

Complaint Filed: November 27, 2024
FAC Filed: May 1, 2025
Trial Date: Not set

PAGA REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

Approval Hearing Date
Date: September 16, 2026
Time: 8:30 a.m.
Dept.: S28

1 This matter came on for hearing on September 16, 2026, at 8:30 a.m. in Department S28
2 of the above-entitled Court, the Honorable Michael A Sachs presiding. Plaintiff Abraham
3 Maldonado (a “Plaintiff”) now seeks an approval of the Private Attorneys General Act (“PAGA”)
4 Settlement Agreement and Release (the “Settlement”) for the amount of \$170,000.00 (the “Gross
5 Settlement Amount”) between Plaintiff and Defendant Rotolo Chevrolet, Inc. (“Defendant” and
6 together with Plaintiff, the “Parties”). A true and correct copy of the Settlement and PAGA Notice
7 Cover Letter (the “Notice”) are attached to the Declaration of Conor J.D. Gomez in Support of
8 Plaintiff’s Motion to Approve PAGA Settlement (the “PAGA Counsel Declaration”) as **Exhibit 2**
9 submitted concurrently with Plaintiff’s Motion to Approve PAGA Settlement (the “Motion”).

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

11 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
12 Settlement filed in this case (hereinafter referred to as the (“Action” or “Operative Complaint”).

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff,
14 Defendant, their counsel and Phoenix Settlement Administrators, Inc. (the “Administrator”).

15 3. The “PAGA Period” means the period from November 27, 2023, through November
16 27, 2025.

17 4. “Aggrieved Employee(s)” means all persons within the State of California who are or
18 were employed by Defendant as non-exempt or hourly paid employees during any portion of the
19 PAGA Period.

20 5. The Court appoints Thiago Coelho, Jesenia Martinez, Lauren Lenzion, Jesse Chan,
21 Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC (“WLF”) as “Plaintiff’s
22 Counsel” in this Action.

23 6. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds
24 to the Administrator no later than ten (10) court days after the Effective Date.

25 7. The following amounts will be deducted from the Gross Settlement Amount, and
26 the remainder will be the “Net Settlement Amount”:

27 (a) The Court approves payment to WLF in the amount of \$56,666.67 (the
28 “Plaintiff’s Counsel Fees Payment”).

(b) The Court approves payment to WLF for litigation costs in the amount of \$16,614.50 (the “Plaintiff’s Counsel Litigation Expenses Payment”).

(a) The Court approves payment to the Administrator of \$4,500.00 for its reasonable costs and fees to administer the Settlement (the “Administration Expenses Payment”).

(b) The Court approves \$10,000.00 to be paid to Plaintiff as the “Plaintiff Enhancement Payment” for their efforts as named plaintiff and representative in this Action.

8. Of the Net Settlement Amount (\$82,218.83), 65% (or \$53,442.24) is allocated to the California Labor and Workforce Development Agency (“LWDA PAGA Payment”); and 35% (or \$28,776.59) is allocated to the Aggrieved Employees (“Individual PAGA Payment(s)”).

9. The “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving this Settlement and (b) the Judgment is final. The Parties agree that there is no right to opt-out or object to this Settlement by any of the Aggrieved Employees. It is therefore the Parties’ intention that this Settlement shall be final at the time of Court Approval and Entry of Judgment.

10. The amount of each Aggrieved Employee’s Individual PAGA Payment will be 35% of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a pro-rata basis based upon the number of PAGA Pay Periods worked by the individual Aggrieved Employee during the PAGA Period (“Individual PAGA Payment”). Each Aggrieved Employee’s Individual PAGA Payment will be calculated by the Administrator based on the information to be provided by Defendant. If an Aggrieved Employee worked only a portion of a PAGA Pay Period during the PAGA Period, they will get credit for the whole PAGA Pay Period. If an Aggrieved Employee did not work at all during an entire PAGA Pay Period, that/those PAGA Pay Period(s) will be excluded from their pro-rata share. The Individual PAGA Payment to the Aggrieved Employees are in settlement of the claims for civil penalties alleged and/or sought in the Operative Complaint and the PAGA Notice and in exchange for their release of the PAGA Released Claims within the PAGA Period.

1 11. The Court directs the Parties and the Administrator to carry out the terms of the
2 Settlement.

3 12. Effective on the date when Defendant fully funds the Gross Settlement Amount.
4 Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against Defendant and its
5 past and present officers, directors, shareholders, owners, current and former managerial
6 employees, agents, representatives, members, attorneys, insurers, re-insurers, assigns, affiliates,
7 successors and predecessors, and/or any other entity alleged to be a joint employer or jointly liable
8 with Defendant (the “Released Parties”) for any of the PAGA Released Claims (as defined in the
9 Settlement) as follows:

- 10 (a) General Release by Plaintiff: Plaintiff, on behalf of himself and his former
11 and present spouses, representatives, agents, attorneys (including PAGA
12 Counsel), heirs, administrators, successors and assigns, forever releases,
13 remises and discharges the Released Parties from any and all charges,
14 complaints, claims, liabilities, obligations, promises, agreements,
15 controversies, damages, actions, causes of action, suits, rights, demands,
16 costs, losses, debts, expenses (including attorney’s fees and costs),
17 transactions, occurrences, known and unknown, at law or in equity, which
18 he and/or they may now have, including, but not limited to: claims arising
19 out of or in any way connected with Plaintiff’s employment with Defendant
20 including, but, not limited to, the PAGA Released Claims, claims that were
21 asserted in the Action or could have been asserted, and any and all
22 transactions, occurrences or matters between the Parties occurring prior to
23 the date this Agreement is fully executed. Without limiting the generality of
24 the foregoing, this release includes, but is not limited to, any and all claims
25 under the: (a) Americans With Disabilities Act, as amended; (b) Title VII of
26 the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991;
27 (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in
28 Employment Act, as amended; (f) the Fair Labor Standards Act, as amended;

(g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Family Rights Act and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("Plaintiff's General Release"). With respect to Plaintiff's General Release, Plaintiff stipulates and agrees that, upon Defendant's fulfillment of its payment obligations under the Settlement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM

**OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

(b) Release by LWDA and Aggrieved Employees: In exchange for the consideration (Net Settlement Amount) provided for by this Agreement to the LWDA and the Aggrieved Employees, upon the Effective Date and full funding of the Gross Settlement Amount, the State of California, through their proxy or agent the LWDA and the Aggrieved Employees, hereby release the Released Parties from the PAGA Released Claims during the PAGA Period.

13. For any Aggrieved Employee whose Settlement check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

14. Pursuant to the Settlement, the Court dismisses the class claims without prejudice pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification and no notice has been sent to putative class members, dismissal of the class claims without prejudice is appropriate.

15. Pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties, their counsel, and the Administrator to enforce the Settlement.

16. PAGA Counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

17. _____

_____.

DATE:

Honorable Michael A Sachs
San Bernardino County Superior Court