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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

STEVE CAZARES, an individual, in his
representative capacity on behalf of the State
of California and fellow Aggrieved
Employees,

Plaintiff,

v.

C&M MOTORS, LLC., a limited liability
corporation, d/b/a I-10 Toyota; I-10 AUTO
MALL DEALERS ASSOCIATION and
DOES 1-50, Inclusive,

Defendant.

Case No.: CVRI2401830

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

Hearing Date: September 16, 2025
Hearing Time: 8:30 A.M.

Judge: Hon. Harold W. Hopp
Dept.: 1
Reservation ID: 036202263572

1 Plaintiff Steve Cazares (“Plaintiff”) moved for approval of the proposed settlement of
2 Plaintiff’s claims against Defendant C&M Motors, LLC, *dba* 1-10 Toyota (“Defendant”) for civil
3 penalties under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
4 California Labor Code section 2699(s)(2). Plaintiff seeks approval of the settlement, including the
5 Gross Settlement Amount (“GSA”) of \$199,000.00. The Stipulation of Settlement of PAGA Action
6 and Release of PAGA Claims (the “Settlement Agreement”) provides that a Net Settlement
7 Amount, estimated to be \$88,721.67, shall be paid from the \$199,000.00 GSA to the Aggrieved
8 Employees and the Labor & Workforce Development Agency (“LWDA”). The Settlement
9 Agreement also provides that (1) \$66,333.33 be paid to PAGA Counsel for payment of attorneys’
10 fees; (2) up to \$30,000.00 be paid to PAGA Counsel for their actual litigation costs incurred; (3)
11 \$3,945 be paid to the Settlement Administrator for the cost of administration of the settlement; and
12 (4) up to \$10,000.00 be paid to Plaintiff as a Service Award. The LWDA was provided with notice
13 of the settlement and the motion via its online system, and no objection has been received to the
14 settlement or the motion.

15 As of the Funding Date, in exchange for consideration set forth in the Parties’ agreement,
16 Plaintiff and the State of California shall release Defendant from the Released PAGA Claims during
17 the PAGA Period. The Defendant is defined as C&M Motors, LLC, *dba* I-10 Toyota. The Released
18 Claims are defined as all claims for statutory penalties that could have been sought by the Labor
19 Commissioner for the violations identified in Plaintiff’s prefiling letter to the LWDA; Plaintiff does
20 not release any Aggrieved Employee’s claim for wages or damages. The PAGA Period is the period
21 January 25, 2023, through May 14, 2025. As of the Funding Date, the Court’s Judgment shall also
22 be binding on the Aggrieved Employees who are not parties to this Action. (*See Arias v. Superior*
23 *Court* (2009) 46 Cal. 4th 969, 985 [Judgment in a representative PAGA action “is binding not only
24 on the named employee plaintiff but also on government agencies and any Aggrieved Employee
25 not a party to the proceeding.”].)

26 The Court sets a Non-Appearance Case Review regarding distribution of funds for _____,
27 at _____ a.m./p.m. in Department 1.
28

1 Good cause appearing based on the reasons set forth in the motion for approval, the Court
2 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
3 Agreement and the net settlement amount of \$ _____ , which shall be allocated and paid out as
4 set forth in the Settlement and in accordance with Labor Code section 2699(m).

5 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
6 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to
7 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
8 connection with the distribution of settlement benefits.

9
10 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
11 **ENTERED ACCORDINGLY.**

12
13 DATED: _____

14 _____
15 HON. HAROLD W. HOPP
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