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Attorneys for Plaintiff TEVIN BRANDT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

TEVIN BRANDT, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

MOTOR CITY SALES & SERVICE, a
California corporation; MCLB, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. BCV-22-102078

[PROPOSED] JUDGMENT

Date: March 5, 2024

Time: 8:30 a.m.

Judge: Hon. Bernard C. Barrman, Jr.
Dept.: H

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorney' Fees,
3 Attorneys' Expenses, and Service Award duly came on for hearing on March 5, 2024, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "All current and former non-exempt employees for Defendants employed in
10 California at any time during the period between June 7, 2021 and April 27, 2023 ("Class
11 Period"), excluding Ameer Hammad, Juan Ayala, and Arturo Castillo.

12 2. All persons who meet the foregoing definition are Settlement Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendants funds the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined as all class claims alleged in the
28 operative complaint at the time of final approval. Prior to which shall include class action

1 allegations and claims, including the draft First Amended Complaint (which includes Class
2 claims), or which could have been alleged in the operative complaint based on the facts alleged,
3 which occurred during the Claim Period, and expressly excluding all other claims, including
4 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
5 security, workers' compensation, PAGA claims (which are separately released herein below), and
6 class claims outside of the Class Period.

7 (b) The "Released Parties" are defined as Defendants Motor City sales and
8 Service dba Motor City Buick GMC and MCLB, Inc.

9 7. As of the date Defendants fund the Gross Settlement Amount, Plaintiff, the Labor
10 and Workforce Development Agency ("LWDA"), the State of California, and each "Aggrieved
11 Employee" have released the Released Parties from the "Released PAGA Claims" for the "PAGA
12 Period" as set forth in the Agreement.

13 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

14 (a) The "Aggrieved Employees" are defined as all current and former non-
15 exempt employees of Defendants employed in California at any time during the PAGA Period,
16 excluding Ameer Hammad, Juan Ayala, and Arturo Castillo.

17 (b) The "PAGA Period" is defined as the period from June 7, 2021 to April 27,
18 2023.

19 (c) The "Released PAGA Claims" are defined as all PAGA claims alleged in
20 the operative complaint, draft first Amended Complaint and Plaintiff's June 7, 2022 PAGA notice
21 to the LWDA which occurred during the Claim Period, and expressly excluding all other claims,
22 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
23 social security, workers' compensation and PAGA Claims outside the PAGA Period.

24 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
25 Forty-Four Thousand, One Hundred Eighty-One Dollars and Thirty Cents (\$244,181.3) for
26 Attorneys' Fees and Attorneys' Expenses comprised of one-third of the Gross Settlement Amount,
27 or Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) ("Attorneys'
28 Fees") and litigation expenses in the amount of Nineteen Thousand, One Hundred Eighty-One

1 Dollars and Thirty Cents (\$19,181.3) (“Attorneys’ Expenses”); (ii) the Service Award to Class
2 Representative, Tevin Brandt, in the amount of Ten Thousand Dollars and Zero Cents
3 (\$10,000.00) in exchange for a general release; (iii) Administration Costs of Seven Thousand
4 Dollars and Zero Cents (\$7,000.00) to Apex Class Action, LLC; (iv) Fifty-Six Thousand, Two
5 Hundred and Fifty Dollars and Zero Cents (\$56,250.00) (75% of the PAGA Penalties) to the
6 Labor and Workforce Development Agency (“LWDA Payment”); and Eighteen Thousand, Seven
7 Hundred and Fifty Dollars and Zero Cents (\$18,750.00) (25% of the PAGA Penalties) allocated to
8 the Aggrieved Employee Payments.

9 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(1)(3).

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
13 **ORDERED.**

14 DATED: _____, 2024
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17 _____
18 Hon. Bernard C. Barrman, Jr.
19 JUDGE OF THE SUPERIOR COURT
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