

FILED
San Diego Superior Court

MAR 28 2025

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LY HAI, on behalf of himself, those similarly
situated, and/or aggrieved California-based
nonexempt employees,

Plaintiff,
vs.

SUNROAD HS AUTO, INC., AND DOES 1
THROUGH 100, INCLUSIVE,

Defendant.

Case No: 37-2022-00025788-CU-OE-CTL

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT

Date: March 28, 2025
Time: 9:10 a.m.

Judge: Hon. Judy S. Bae
Dept: C-62

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1 Plaintiffs Ly Hai, Tyler Wayne Sneed, Mohammad Tahbaz, Shawn Farden, Jorge Aguirre,
2 Roman Mayne, and Christianna Yousif ("Plaintiffs") move for approval of the settlement of
3 Plaintiffs' claims under the California Labor Code Private Attorneys General Act ("PAGA"),
4 pursuant to California Labor Code § 2699(l), against Defendants Sunroad Auto, LLC, Sunroad HS
5 Auto, Inc., Sunroad CV Auto, Inc., Sunroad MV Auto, Inc., and Sunroad EC Auto, LLC f.k.a.
6 Sunroad BCV Auto, Inc. ("Defendants").

7 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
8 in this action and are authorized to act as private attorneys general with respect to the PAGA claims
9 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
10 of PAGA Claims ("Settlement Agreement"). The California Labor Workforce Development
11 Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the
12 settlement via its online portal and no objection has been received to the settlement or the motion
13 from the LWDA. The Parties seek approval of the settlement of Plaintiffs' PAGA claims and the
14 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
15 Agreement, which was filed with the Court ("PAGA Settlement"). The PAGA Settlement provides
16 for a Gross Settlement Amount in the total sum of \$480,000, which includes the PAGA Penalties
17 Amount, Attorneys' Fees and Costs in the amount of \$188,309.99 (comprised of attorneys' fees in
18 the amount of \$168,000 and reimbursed litigation expenses in the amount of \$20,309.99), PAGA
19 Representative Service Payment to Plaintiffs in the amount of \$7,500 each (totaling \$52,500.00),
20 and an Administrator Expenses Payment estimated in the amount of \$8,500. The PAGA Penalties
21 Amount, which totals \$230,690.01, is the amount remaining from the Gross Settlement Amount
22 after the deduction of the Claims Administration Costs, PAGA Representative Service Payment,
23 and Attorneys' Fees and Costs. The PAGA Penalties Amount is distributed as follows: 75% to the
24 LWDA (\$173,017.51) and 25% to the Aggrieved Employees (\$57,672.50). The Administrator will
25 be Apex Class Action LLC. The sum of any settlement checks not cashed within 180 days, or the
26 extended deadline as provided in the Settlement Agreement, will be transmitted to the California
27 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee whose check

28 * This breakdown shall be included in the Notice, as outlined in lines 16-24.

1 remains uncashed. The Court approved the Gross Settlement Amount and the distributions of the
2 Gross Settlement Amount as set forth above.

3 The Court, having reviewed the evidence and papers submitted and argument of counsel,
4 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's unopposed motion and
5 approves the PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement
6 Amount, which shall be allocated and paid out as set forth in the Settlement Agreement. The
7 "Aggrieved Employees" are defined as "all current and former non-exempt employees employed
8 by Defendants Sunroad Auto, LLC, Sunroad HS Auto, Inc., Sunroad CV Auto, Inc., Sunroad MV
9 Auto, Inc., and Sunroad EC Auto, LLC (formerly known as Sunroad BCV Auto, Inc.), either
10 directly or as a joint employer, and who worked in California during the PAGA Period.¹ Upon entry
11 of Judgment and funding in full of the PAGA Settlement by Defendants, Defendants and each of
12 their former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies,
13 predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators,
14 representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly
15 liable with Defendants ("Released Parties") shall be entitled to a release from the State of California,
16 the LWDA, Plaintiffs and the Aggrieved Employees as to the following claims the claims for civil
17 penalties resulting from the Labor Code violations alleged, or that could have been alleged, against
18 Defendants arising out of the facts, circumstances, and primary rights in the Operative Complaint.
19 The Parties further agree the settlement of this Action shall be binding on Plaintiffs, the Aggrieved
20 Employees, the LWDA, the State of California, Defendants, and the Released Parties. Because of
21 this release, the Aggrieved Employees cannot sue under, or recover in any other action brought
22 under PAGA, California Labor Code sections 2698 *et seq.*, for any violations of the Released Claims
23 that took place during the PAGA Period. This includes PAGA claims that occurred during the
24 PAGA Period for: (1) failure to pay all minimum or other wages (including commission and piece-

25
26 ¹ The PAGA Period, as defined in the Agreement is defined as: one year prior to each of the respective PAGA Letters,
which varies depending on the dealership at issue and the date of the respective PAGA letter:

- Sunroad Auto LLC – December 20, 2020, to the PAGA Period End Date
- Sunroad HS Auto, Inc. – April 25, 2021, to the PAGA Period End Date
- Sunroad CV Auto, Inc. – April 18, 2022, to the PAGA Period End Date
- Sunroad MV Auto, Inc. – July 7, 2022, to the PAGA Period End Date
- Sunroad EC Auto, LLC (formerly known as Sunroad BCV Auto, Inc.) – February 6, 2023 to the PAGA Period
End Date

28 The PAGA Period End Date is defined as: May 10, 2024, or when the total aggregate of PAGA Periods increase 10%
above 39,283 (i.e. 43,211), whichever occurs sooner.

1 rate wages; (2) failure to pay all overtime and double time wages; (3) meal period violations and
2 claims for meal period premium pay; (4) rest period violations and claims for rest period premium
3 pay; (5) failure to properly pay paid sick leave/paid time off; (6) failure to pay all wages during
4 employment and upon termination; (7) failure to furnish accurate itemized wage statements; (8)
5 failure to maintain accurate payroll records; and (9) failure to reimburse business expenses, all in
6 violation of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3,
7 226.7, 227.3, 233, 246 through 248.7, 256, 510, 512, 556, 1174(d), 1174.5, 1194, 1197, 1197.1,
8 1197.14, 1198, 1199, 2802, and 2804 ("Released PAGA Claims").

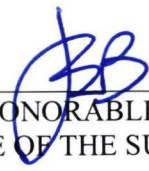
9 Neither the Settlement Agreement nor the settlement contained therein, nor any act
10 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
11 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
12 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
13 evidence of, any fault or omission by Defendants or any of the Released Parties in any civil,
14 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
15 Defendants or any of the Released Parties may file the Settlement Agreement and/or the separate
16 Judgment from this action in any other action that may be brought against them in order to support
17 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
18 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
19 similar defense or counterclaim.

20 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
21 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
22 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
23 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
24 the distribution of settlement benefits.

Final Accounting hearing set for 12/12/2025 @ 9:10 AM in Apt. 62.

25 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
26 **ENTERED ACCORDINGLY.**

27 DATED: 3/28, 2025

28 
THE HONORABLE JUDY S. BAE
JUDGE OF THE SUPERIOR COURT