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Attorneys for Plaintiff MELINA WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

MELINA WILSON, an individual, on behalf
of herself, on behalf of all persons similarly
situated,

Plaintiffs,

vs.

SPREEN, INC. dba SPREEN HONDA;
HUDSON MOTOR CARS, LLC dba SPREEN
ACURA; JTS MOTOR CARS, LLC dba
SPREEN MAZDA; HUNTER MOTOR
CARS, INC. dba SPREEN HONDA
CORONA; and Does 1 through 50, Inclusive,

Defendants.

Case No: CIVSB2119857

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

Date: April 5, 2022
Time: 10:00 a.m.

Dept.: S26
Judge: Hon. David Cohn

1 Plaintiff Melina Wilson (“Plaintiff”) move for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(l), against Defendants Spreen, Inc. dba Spreen Honda; Hudson
4 Motor Cars, LLC dba Spreen Acura; JTS Motor Cars, LLC dba Spreen Mazda; and Hunter Motor
5 Cars, Inc. dba Spreen Honda Corona (“Defendants”).

6 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
7 in this action and is authorized to act as private attorney generals with respect to the PAGA claims
8 being released under the terms of the Settlement Agreement and Limited Release (“Settlement
9 Agreement”). The California Labor Workforce Development Agency was provided with notice of
10 the settlement and the motion for approval of the settlement via its online process and no
11 objection has been received to the settlement or the motion from the Labor Workforce
12 Development Agency. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and
13 the Settlement Sum to be paid as part of the settlement as set forth in the Settlement Agreement
14 which was filed with the Court. The settlement provides for a Settlement Sum in the total sum of
15 \$300,000, which includes the Net PAGA Payment, Plaintiff’s Counsel attorneys’ fees in the
16 amount of \$100,000, Plaintiffs’ Counsel litigation expenses in the amount of up to \$9,779.30 and
17 a Settlement Administrator Fee in an amount not to exceed \$10,000. The Net PAGA Payment is
18 the amount remaining from the Settlement Sum after the deduction of the Settlement
19 Administration Fee, Plaintiff’s Counsel’s Fee Amount and Plaintiffs’ Counsels’ Cost Amount.
20 The Settlement Administrator will be ILYM. The Court approved the Settlement Sum and the
21 distributions of the Settlement Sum as set forth above.

22 The Court, having reviewed the evidence and papers submitted and argument of counsel,
23 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Parties’ motion and approves the
24 PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall
25 be allocated and paid out as set forth in the Settlement Agreement.

26 The “Aggrieved Employees” are defined as “all current or former hourly, non-exempt,
27 piece rate, and/or commission-pay employees employed by Defendants in California at any time
28 during the PAGA Period” The PAGA Period between March 16, 2020 and July 21, 2021. Upon

1 entry of Judgment and funding in full of the Settlement by Defendants, the Released Parties shall
2 be entitled to a release from the State of California and Plaintiff as to the following claims: All
3 claims for civil penalties under PAGA, arising during the PAGA Period, based on the facts
4 alleged in the operative complaint and Plaintiff's notice letter to the LWDA¹ and any resulting
5 claim for attorneys' fees and costs under PAGA, which occurred during the PAGA Period.
6 ("Released Claims")

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

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

14
15 DATED: _____, 2022
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18 _____
19 THE HONORABLE DAVID COHN
20 JUDGE OF THE SUPERIOR COURT
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¹ A copy of Plaintiff's notice to the LWDA is attached as an exhibit to the Zakay Dec.