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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 09 2022

By *[Signature]*
Deputy

Attorneys for Plaintiff Jaime Corona, on behalf of himself
and others similarly situated

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

JAIME CORONA, on behalf of himself and
others similarly situated,

Plaintiff,

v.

FAIRVIEW FORD SALES, INC., a California
corporation; FAIRWAY FORD SALES, INC.,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2124446

Assigned for all purposes to:
Hon. David Cohn, Dept. S26

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE'S SERVICE AWARD**

Final Approval Hearing
Date: August 9, 2022
Time: 10:00 a.m.
Dept.: S26

[Vertical Stamp]

**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE'S SERVICE AWARD**

1 This matter came on regularly for hearing before this Court on August 9, 2022, pursuant to
2 California Rules of Court, Rule 3.769 and this Court's May 3, 2022 Order Granting Preliminary
3 Approval of Class and Representative Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Class and Representative Action Settlement Agreement ("Settlement
5 Agreement")¹ and the documents and evidence presented in support thereof, and recognizing the
6 disputed factual and legal issues involved in this case, the risks of further prosecution and the
7 substantial benefits to be received by Settlement Class Members and PAGA Group Members
8 pursuant to the settlement, the Court hereby makes a final ruling that the proposed settlement is fair,
9 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
10 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
11 Approval of Class and Representative Action Settlement and ORDERS as follows:

12 1. The conditional class certification contained in the Preliminary Approval Order is
13 hereby made final, and the Court thus certifies, for purposes of the settlement only, a Settlement
14 Class defined as:

15 All salespersons, finance managers, and service writers who are employed or have
16 been employed by Defendants in the State of California as non-exempt employees at
17 any time from August 18, 2016 through June 30, 2021, who have not submitted a
timely and valid request for exclusion from the settlement.

18 2. Plaintiff Jaime Corona is hereby confirmed as Class Representative, and
19 CounselOne, PC is hereby confirmed as Class Counsel.

20 3. Notice was provided to Class Members and PAGA Group Members as set forth in
21 the Settlement Agreement. The form and manner of notice were approved by the Court on May 3,
22 2022, and the notice process has been completed in conformity with the Court's Preliminary
23 Approval Order. The Court finds that said notice was the best notice practicable under the
24 circumstances. The Notice of Proposed Class and Representative Action Settlement ("Notice")
25 provided due and adequate notice of the proceedings and matters set forth therein, informed Class
26

27 ¹ This Order incorporates by reference the definitions in the Settlement Agreement, and all
28 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
Settlement Agreement.

1 Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure
2 section 1781(e), California Rules of Court, Rule 3.769, and due process.

3 4. The Court finds that no Class Members objected to nor opted out of the settlement,
4 and that the 100% participation rate in the settlement supports final approval.

5 5. The Court hereby approves the settlement as set forth in the Settlement Agreement
6 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
7 according to its terms.

8 6. For purposes of settlement only, the Court finds that (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b)
10 there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter of
12 the litigation; (c) the claims of the Class Representative are typical of the claims of the members of
13 the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests
14 of the Settlement Class Members; (e) a class action is superior to other available methods for an
15 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for
16 the Class Representative and the Settlement Class.

17 7. The Court finds that given the absence of objections to the settlement, and objections
18 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of
19 entry.

20 8. The Court orders Defendants Fairview Ford Sales, Inc. and Fairway Ford Sales, Inc.
21 (“Defendants”) to pay the Gross Settlement Amount of \$240,000, as provided for in the Settlement
22 Agreement. Pursuant to the terms of the Settlement Agreement, the employer’s share of payroll taxes
23 for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendants
24 separately from, and in addition to, the Gross Settlement Amount.

25 9. The Court finds that the settlement payments, as provided for in the Settlement
26 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
27 the individual payments in conformity with the terms of the Settlement Agreement.

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1 10. Settlement checks will be valid for a period of one hundred and fifty days (150)
2 calendar days from the date of issuance of the checks, and after this time period, the check(s) will
3 be cancelled and the funds associated with such canceled check(s) will be transmitted to *cy pres*
4 recipient CASA California in conformity with the requirements of California Code of Civil
5 Procedure section 384.

6 11. The Court finds that a service award in the amount of \$5,000 for Plaintiff Jaime
7 Corona is appropriate for his risks undertaken and service to the Settlement Class. The Court finds
8 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
9 this payment in conformity with the terms of the Settlement Agreement.

10 12. The Court finds that attorneys' fees in the amount of \$84,000 and litigation costs of
11 \$9,243.69 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
12 Administrator distribute these payments to Class Counsel in conformity with the terms of the
13 Settlement Agreement.

14 13. The Court orders that the Settlement Administrator shall be paid \$10,000 from the
15 Gross Settlement Amount for all of its work done and to be done until the completion of this matter,
16 and finds that sum appropriate.

17 14. The Court finds that the payment to the California Labor & Workforce Development
18 Agency ("LWDA") in the amount of \$15,000 for its share of the settlement of Plaintiff's
19 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is
20 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to
21 the LWDA in conformity with the terms of the Settlement Agreement.

22 15. The Court finds and determines that upon satisfaction of all obligations under the
23 Settlement Agreement, all Settlement Class Members and PAGA Group Members will be bound by
24 the settlement, will have released the claims listed under the Release of Settled Claims and Release
25 of Settled PAGA Claims (as set forth below and in the Settlement Agreement), and will be
26 permanently barred from prosecuting against the Released Parties any of the claims under the
27 Release of Settled Claims and Release of Settled PAGA Claims (as set forth below and in the
28 Settlement Agreement).

1 Release of Settled Claims/Settled PAGA Claims and Released Parties

2 Released Parties. “Released Parties” means Defendants and their affiliated
3 companies, successor(s) in interest, predecessor(s) in interest, parents, members,
4 subsidiaries, related companies and business concerns, past and present, and each of
5 them, as well as each of their insurers, partners, trustees, directors, shareholders,
6 officers, agents, attorneys, servants and employees, past and present, and each of
7 them and all working with or in concert with them or connected with them.

8 Settled Claims. “Settled Claims” means any and all claims for relief, arising during
9 the Class Period, which Named Plaintiff or any Settlement Class Members have had,
10 now have against the Released Parties or any of them for any or all claims alleged in
11 the operative Complaint or which could have been alleged in the operative Complaint
12 based on the allegations, facts, matters, transactions or occurrences alleged therein,
13 including without limiting the generality thereof the claims listed in the operative
14 Complaint. The operative Complaint includes causes of action for: (1) Violation of
15 California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (2)
16 Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (3)
17 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
18 Premiums); (4) Violation of California Labor Code § 226.7 (Unpaid Rest Period
19 Premiums); (5) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
20 Business Expenses); (6) Violation of California Labor Code § 226(a) (Non-
21 Compliant Wage Statements); (7) Violation of California Labor Code §§ 201 and 202
22 (Final Wages Not Timely Paid); (8) Violation of California Labor Code § 204 (Wages
23 Not Timely Paid During Employment); (9) Violation of California Labor Code §
24 1174(d) (Failure To Keep Requisite Payroll Records); and (10) Violation of
25 California Business & Professions Code § 17200, *et seq.* The release of the foregoing
26 claims, extends to all theories of relief regardless of whether the claim is, was or
27 could have been alleged as separate claims, causes of action, lawsuits or based on
28 other theories of relief (including, without limitation, as violations of the California
Labor Code, the California Wage Orders, applicable regulations, California’s
Business and Professions Code section 17200). “Settled Claims” includes all types
of relief available for the above-referenced claims, including, without limitation, any
claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs,
expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.

19 Settled PAGA Claims. “Settled PAGA Claims” means any and all claims for relief,
20 arising during the PAGA Period, which Named Plaintiff or any Aggrieved
21 Employees have had, now have against the Released Parties or any of them for any
22 or all claims alleged in the Complaint or which could have been alleged in the
23 Complaint based on the allegations, facts, matters, transactions or occurrences
24 alleged therein under California’s Private Attorney General Act or PAGA, California
25 Labor Code § 2699, *et seq.*, including without limiting the generality thereof the
26 claims listed in the Action, subject to court approval. The release of the foregoing
27 claims extends to all theories of relief regardless of whether the claim is, was, or
28 could have been alleged as separate claims, causes of action, lawsuits or based on
other theories of relief, whether under California law, federal law, state law or
common law (including, without limitation, as violations of the California Labor
Code, the California Wage Orders and applicable regulations). “Settled PAGA
Claims” includes all types of relief available for the above-referenced claims under
the PAGA.

27 Release of Settled Claims. As of the Effective Date, Named Plaintiff and all
28 Settlement Class Members hereby do and shall be deemed to have fully, finally, and
forever released, settled, compromised, relinquished and discharged any and all of

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the Released Parties of and from any and all Settled Claims. The settlement includes a release of all Settled Claims during the Class Period by Settlement Class Members employed as non-exempt salespersons, finance managers, and/or service writers during the Class Period.

Release of Settled PAGA Claims. As of the Effective Date, Named Plaintiff and all Aggrieved Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims. The settlement includes a release of all Settled PAGA Claims during the PAGA Period by Aggrieved Employees employed at any time during the PAGA Period.


16. The settlement is not an admission by Defendants nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the settlement, nor any document referred to herein, nor any action taken to carry out the settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

17. The Court will retain jurisdiction to enforce the Settlement Agreement, this Final Approval Order, and the Judgment entered in connection with the settlement.

18. Notice of entry of this Final Approval Order shall be given to Settlement Class Members and PAGA Group Members by posting a copy of the Final Approval Order on Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order.

IT IS SO ORDERED.

Dated: 8/9/20



Hon. David Cohn
Judge of the Superior Court