

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ANTHONY J. ORSHANSKY (SBN 199364)  
anthony@counselonegroup.com  
JENNIFER L. CONNOR (SBN 241480)  
jennifer@counselonegroup.com  
JUSTIN KACHADOORIAN (SBN 260356)  
justin@counselonegroup.com  
**COUNSELONE, PC**  
9301 Wilshire Boulevard, Suite 650  
Beverly Hills, California 90210  
Telephone: (310) 277-9945  
Facsimile: (424) 277-3727

**FILED**  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

AUG 09 2022

By   
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] FINAL JUDGMENT**

Final Approval Hearing

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



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")<sup>1</sup> and the documents and evidence presented in support thereof, and the submissions of  
6 counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the  
8 Settlement Agreement, the Preliminary Approval Order, and this Court's Order Granting Final  
9 Approval of Class and Representative Action Settlement. The Settlement Class is defined as:

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

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

15 3. Notice was provided to the Class as set forth in the Settlement Agreement. The form  
16 and manner of notice were approved by the Court on May 3, 2022, and the notice process has been  
17 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said  
18 notice was the best notice practicable under the circumstances. The Notice of Proposed Class and  
19 Representative Action Settlement ("Notice") provided due and adequate notice of the proceedings  
20 and matters set forth therein, informed Class Members of their rights, and fully satisfied the  
21 requirements of California Code of Civil Procedure section 1781(e), California Rules of Court, Rule  
22 3.769, and due process.

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

25  
26  
27 <sup>1</sup> 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           5.       The Court hereby approves the settlement as set forth in the Settlement Agreement  
2 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement  
3 according to its terms.

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

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

18           8.       The Court finds that the settlement payments, as provided for in the Settlement  
19 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute  
20 the individual payments in conformity with the terms of the Settlement Agreement.

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

25           10.      The Court finds that attorneys’ fees in the amount of \$84,000 and litigation costs of  
26 \$9,243.69 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement  
27 Administrator distribute these payments to Class Counsel in conformity with the terms of the  
28 Settlement Agreement.

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

4           12.     The Court finds that the payment to the California Labor & Workforce Development  
5 Agency (“LWDA”) in the amount of \$15,000 for its share of the settlement of Plaintiff’s  
6 representative action under the California Labor Code Private Attorneys General Act (“PAGA”) is  
7 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to  
8 the LWDA in conformity with the terms of the Settlement Agreement.

9           13.     The Court finds and determines that upon satisfaction of all obligations under the  
10 Settlement Agreement, all Settlement Class Members and PAGA Group Members will be bound by  
11 the settlement, will have released the claims listed under the Release of Settled Claims and Release  
12 of Settled PAGA Claims (as set forth below and in the Settlement Agreement), and will be  
13 permanently barred from prosecuting against the Released Parties any of the claims under the  
14 Release of Settled Claims and Release of Settled PAGA Claims (as set forth below and in the  
15 Settlement Agreement).

16           14.     By virtue of this Judgment, as of the Effective Date, Plaintiff and all Class Members  
17 who did not who did not submit valid requests for exclusion from the class settlement (Settlement  
18 Class Members), for the period from August 18, 2016 and ending on June 30, 2021 (Class Period),  
19 release and forever discharge Defendants Fairview Ford Sales, Inc. and Fairway Ford Sales, Inc.  
20 and their affiliated companies, successor(s) in interest, predecessor(s) in interest, parents, members,  
21 subsidiaries, related companies and business concerns, past and present, and each of them, as well  
22 as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys,  
23 servants and employees, past and present, and each of them and all working with or in concert with  
24 them or connected with them (collectively, the “Released Parties”), from the Settled Claims during  
25 the Class Period. “Settled Claims” means any and all claims for relief, arising during the Class  
26 Period, which Plaintiff or any Settlement Class Members have had, now have against the Released  
27 Parties or any of them for any or all claims alleged in the operative Complaint or which could have  
28 been alleged in the operative Complaint based on the allegations, facts, matters, transactions or

1 occurrences alleged therein, including without limiting the generality thereof the claims listed in the  
2 operative Complaint. The operative Complaint includes causes of action for: (1) Violation of  
3 California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (2) Violation of  
4 California Labor Code §§ 510 and 1198 (Unpaid Overtime); (3) Violation of California Labor Code  
5 §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (4) Violation of California Labor Code §  
6 226.7 (Unpaid Rest Period Premiums); (5) Violation of California Labor Code §§ 2800 and 2802  
7 (Unreimbursed Business Expenses); (6) Violation of California Labor Code § 226(a) (Non-  
8 Compliant Wage Statements); (7) Violation of California Labor Code §§ 201 and 202 (Final Wages  
9 Not Timely Paid); (8) Violation of California Labor Code § 204 (Wages Not Timely Paid During  
10 Employment); (9) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll  
11 Records); and (10) Violation of California Business & Professions Code § 17200, *et seq.* The release  
12 of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or  
13 could have been alleged as separate claims, causes of action, lawsuits or based on other theories of  
14 relief (including, without limitation, as violations of the California Labor Code, the California Wage  
15 Orders, applicable regulations, California’s Business and Professions Code § 17200). “Settled  
16 Claims” includes all types of relief available for the above-referenced claims, including, without  
17 limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs,  
18 expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.  
19 Notwithstanding the foregoing, all Class Members, whether or not they submit a request for  
20 exclusion from the settlement, employed by Defendants during the PAGA Period (PAGA Group  
21 Members) will receive an individual PAGA Payment and will no longer be able to seek penalties  
22 against the Released Parties pursuant to the PAGA, California Labor Code § 2699, *et seq.*, arising  
23 from any and all claims, for the period from August 18, 2019 and ending on June 30, 2021 (PAGA  
24 Period), alleged in the operative Complaint or which could have been alleged in the operative  
25 Complaint based on the allegations, facts, matters, transactions or occurrences alleged therein under  
26 the PAGA, including without limiting the generality thereof the claims listed in the Action (“Settled  
27 PAGA Claims”). The release of the Settled PAGA Claims extends to all theories of relief regardless  
28 of whether the claim is, was, or could have been alleged as separate claims, causes of action, lawsuits

1 or based on other theories of relief, whether under California law, federal law, state law or common  
2 law (including, without limitation, as violations of the California Labor Code, the California Wage  
3 Orders and applicable regulations). Settled PAGA Claims include all types of relief available for  
4 the above-referenced claims under the PAGA.

5 15. This Judgment shall bar each and every Settlement Class Members from asserting  
6 any Settled Claims arising during the Class Period.

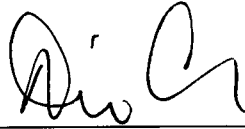
7 16. This Judgment shall bar each and every PAGA Group Member from asserting any  
8 Settled PAGA Claims arising during the PAGA Period.

9 17. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),  
10 the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement  
11 Agreement and Final Approval Order, to hear and resolve any contested challenge to a claim for  
12 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with  
13 the distribution of settlement benefits.

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

17  
18 **JUDGMENT IS SO ENTERED.**

19  
20 Dated: 8/9/21

21   
22 \_\_\_\_\_  
23 Hon. David Cohn  
24 Judge of the Superior Court  
25  
26  
27  
28