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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**JAN 03 2025**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE COUNTY**

VICTOR RAMIREZ, MOSTAFA GAD,  
and CARLOS MARTINEZ BANAGA,  
as individuals, and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

ST. GEORGE AUTO SALES, INC., a  
California corporation, ST. GEORGE  
AUTO CENTER, INC., a California  
Corporation; and DOES 1 through 20  
inclusive,

Defendants.

Case No. 30-2019-01058127-CU-OE-CXC

*Assigned for all purposes to:*

*Hon. Judge Lon Hurwitz*

*Dept. CX-103*

**~~FOURTH AMENDED PROPOSED~~ ORDER  
GRANTING FINAL APPROVAL OF CLASS  
AND REPRESENTATIVE PAGA ACTION  
SETTLEMENT AND ENTERING JUDGMENT**

Date: November 1, 2024

Time: 1:30 P.M.

Dept: CX-103

1 This matter came on for hearing on November 1, 2024, at 1:30 p.m., in Department CX-  
2 103 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action  
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary  
4 Approval filed November 14, 2023, and the Joint Stipulation of Class and Representative PAGA  
5 Action Settlement Agreement ("Settlement Agreement"), a copy of which was filed in  
6 conjunction with the Supplemental Declaration of Daniel E. Ishu ISO Motion for Preliminary  
7 Approval of Class Action Settlement.

8 Having received and considered the Settlement Agreement, a true and correct copy of  
9 which is attached as Exhibit 1 to the Supplemental Declaration of Daniel E. Ishu (Register of  
10 Action No. 669), the supporting papers filed by the Parties, and the evidence and argument  
11 received by the Court in conjunction with the unopposed Motion for Preliminary Approval of  
12 Class Action Settlement heard July 14, 2023 and September 15, 2023, and the instant Motion for  
13 Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS AND  
14 MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to  
16 each Settlement Class Member by first-class mail. See Class Notice attached as Exhibit A. These  
17 papers informed the Settlement Class of the terms of the Settlement, their right to receive an  
18 Individual Settlement Payment, their right (a) to comment on or object to the Settlement, (b) to  
19 request exclusion from the Settlement and pursue their own remedies, and (c) of their right to  
20 appear in person or by counsel at the final approval hearing and to be heard regarding approval  
21 of the Settlement (a right all class members will retain, regardless of whether they submit a written  
22 objections to the proposed settlement). Adequate periods of time were provided by each of these  
23 procedures. No member of the Class filed written objection to the proposed Settlement as part of  
24 this notice process or stated an intention to appear at the final approval hearing. No member of  
25 the Class filed written objection to the proposed Settlement as part of this notice process or stated  
26 an intention to appear at the final approval hearing, and none of the 1,530 Class Members opted  
27 out of the proposed Settlement as part of this notice process. Additionally, Notice of the Final  
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1 Approval Order and Judgment shall be posted on the Settlement Administrator’s website. The  
2 URL for the website shall be printed on the checks sent to Participating Class Members.

3           2.       The Court finds and determines that this notice procedure afforded adequate  
4 protections to Settlement Class Members and provides the basis for the Court to make an informed  
5 decision regarding approval of the Settlement based on the responses of the Settlement Class.  
6 The Court finds and determines that the notice provided in this case was the best notice  
7 practicable, which satisfied the requirements of law and due process.

8           3.       With respect to the Settlement Class and for purposes of approving this Settlement  
9 only, this Court finds and concludes that: (a) the members of the Settlement Class are  
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions  
11 of law or fact common to the Settlement Class, and there is a well-defined community of interest  
12 among members of the Settlement Class with respect to the subject matter of the Action; (c) the  
13 claims of Class Representatives Mostafa Gad and Carlos Martinez Banaga are typical of the  
14 claims of the members of the Settlement Class; (d) the Class Representatives have fairly and  
15 adequately protected the interests of the members of the Settlement Class; (e) a class action is  
16 superior to other available methods for an efficient adjudication of this controversy; and (f) the  
17 counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as  
18 counsel for Plaintiffs in their individual and representative capacities for the Class.

19           4.       The Court has certified a Settlement Class, as that term is defined in and by the  
20 terms of the Settlement Agreement the 1,530 identified, current and former non-exempt  
21 employees who are or were employed by Defendants in California at any time during the Class  
22 Period of March 19, 2015 through December 31, 2022, excluding all officers, owners, members  
23 of Defendants or Defendants’ related entities, and any and all members of the owners’ family  
24 (e.g., members of the Bacily family), and the Court deems this definition sufficient for purposes  
25 of California Rule of Court 3.765(a).

26           5.       The Court hereby confirms Aegis Law Firm, PC, and Bibiyan Law Group, P.C.,  
27 as Class Counsel.

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1           6.       The Court hereby confirms Plaintiff Mostafa Gad (“Plaintiff Gad”) and Plaintiff  
2 Carlos Martinez Banaga (“Plaintiff Banaga”), as the Class Representatives in this Action.

3           7.       The Court finds and determines that the terms set forth in the Settlement  
4 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement  
5 according to its terms, having found that the Settlement was reached as a result of informed and  
6 non-collusive arm’s-length negotiations facilitated by a neutral mediator. The Court further finds  
7 that the Parties conducted extensive investigation, research, and discovery and that their attorneys  
8 were able to reasonably evaluate their respective positions. The Court also finds that the  
9 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,  
10 as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
11 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant  
12 value accorded to the Class.

13           8.       The Court further finds and determines that the terms of the Settlement are fair,  
14 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that  
15 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement  
16 should be and hereby are ordered to be consummated.

17           9.       The Court finds and determines that the Individual Settlement Payments to be paid  
18 to participating Settlement Class Members as provided for by the Settlement are fair and  
19 reasonable. The Court hereby gives final approval to and orders the payment of those amounts  
20 be made to the participating Settlement Class Members in accordance with the Settlement  
21 Agreement.

22           10.      The Court finds and determines that payment to the California Labor and  
23 Workforce Development Agency of \$75,000.00, as its share of the settlement of civil penalties in  
24 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders  
25 that the payment of that amount be paid in accordance with the Settlement Agreement.

26           11.      The Court finds and determines that the fees and expenses in administrating the  
27 Settlement incurred by CPT Group, Inc., in the amount of \$11,250.00, are fair and reasonable.

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1 The Court hereby gives final approval to and orders that the payment of that amount in accordance  
2 with the Settlement.

3 12. The Court finds and determines the Class Representative Incentive Awards of up  
4 to \$5,000.00 for each Named Plaintiff (for a total of \$10,000.00) is fair and reasonable. The  
5 Court hereby orders the Administrator to make these payments to the Plaintiffs / Class  
6 Representatives in accordance with the terms of the Settlement Agreement.

7 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
8 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of  
9 \$745,850.79 and litigation costs of \$31,353.91. The Court finds such amounts to be fair and  
10 reasonable. The Court hereby orders the Settlement Administrator to make these payments in  
11 accordance with the terms of the Settlement Agreement.

12 14. In accordance with California Rule of Court 3.771(b), the Parties are ordered to  
13 give notice of this Judgment to all Class Members through the Settlement Administrator's  
14 website. A link to the website shall be included with all Class Members' checks.

15 a. The Court hereby approves the terms of release, which releases  
16 Defendants as well as Defendants' officers, shareholders, directors, agents, clients,  
17 employees, attorneys, insurers, predecessors or successors. ("Released Parties").

18 2. Named Plaintiff and Participating Class Members who do not opt out of the  
19 Settlement, release the Released Parties from any and all claims alleged, or that could have  
20 been alleged, in Named Plaintiff's Operative Complaint, based on the facts alleged, which  
21 arose during the Class Period, including but not limited to: (1) failure to pay minimum wages  
22 under Labor Code §§ 1194, 1194.2, 1197 and Industrial Welfare Commission Wage ("IWC")  
23 Order 4, § 3-4; (2) failure to pay overtime wages under Labor Code §§ 510, 1194, 1198 and  
24 IWC Order 4, § 3; (3) failure to authorize or provide meal periods under Labor Code §§ 226.7  
25 and 512 and IWC Order 4, § 11; (4) failure to authorize or permit rest periods under Labor  
26 Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse necessary business expenses  
27 under Labor Code §§ 2800 and 2802; (6) failure to furnish accurate itemized wage statements  
28 wage statement violations under Labor Code § 226 and IWC Order 4; (7) failure to pay wages

1 upon separation of employment and within the required time in violation of Labor Code §§  
2 201-203; (8) Unlawful deduction from wages; and (9) violation of California Business and  
3 Professions Code §§17200, et seq., based on the preceding claims. (“Released Claims”) The  
4 release shall run through the Class Period against Released Parties.

5 15. Without affecting the finality of this order or the entry of judgment in any way,  
6 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
7 implementation, effectuation, and enforcement of this order and the Settlement.

8 16. Neither Defendants nor any related persons or entities shall have any further  
9 liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability,  
10 except as provided for by the Settlement Agreement.

11 17. Neither the making of the Settlement Agreement nor the entry into the Settlement  
12 Agreement constitutes an admission by Defendants, nor is this order a finding of the validity of  
13 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a  
14 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
15 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement  
16 be construed as an admission or concession by or against Defendants or any related person or  
17 entity.

18 18. Nothing in this order shall preclude any action to enforce the Parties’ obligations  
19 under the Settlement or under this order, including the requirement that Defendants make payment  
20 to the participating Settlement Class Members in accordance with the Settlement.

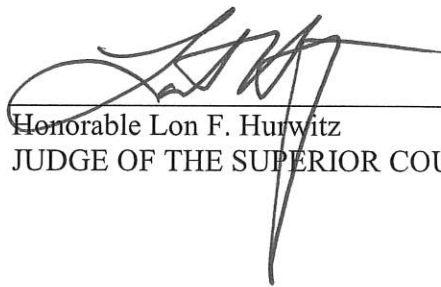
21 19. Upon completion of administration of the Settlement, the Settlement  
22 Administrator will provide written certification of such completion to the Court and counsel for  
23 the Parties, including all information necessary for the Court to determine the total amount  
24 actually paid to Class Members and any amounts tendered to the State Controller’s Office under  
25 Unclaimed Property law, which shall be filed with the Court fourteen (14) calendar days before  
26 the non-appearance compliance hearing set for December 20, 2025 at 1:30 p.m. [~~or on a later date~~  
27 ~~that is convenient with the Court, on \_\_\_\_\_, 2025/2026 at \_\_\_\_\_ a.m. / p.m.~~], in Dept.

1 CX-103 of the above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA  
2 92701.

3 20. The Court hereby enters final judgment in accordance with the terms of the  
4 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed  
5 on November 14, 2023, and this Order.

6 21. The Parties will bear their own costs and attorneys' fees except as otherwise  
7 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation  
8 costs.

9 DATED: JAN 03 2025

  
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Honorable Lon F. Hurwitz  
JUDGE OF THE SUPERIOR COURT

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