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FILED
Superior Court of California
County of Los Angeles

07/08/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

JOEL SANCHEZ, individually, and on behalf
of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

RALLY AUTO GROUP, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 21STCV29625

Honorable Timothy Patrick Dillon
Department 15

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: July 8, 2026
Time: 10:00 a.m.
Department: 15

Complaint Filed: August 11, 2021
FAC Filed: June 25, 2024
Trial Date: None Set

1 This matter has come before the Honorable Timothy Patrick Dillon, in Department 15 of
2 the above-entitled Court, located at 312 North Spring Street Los Angeles, California 90012, on July
3 8, 2026, at 10:00 a.m., on Plaintiff Joel Sanchez’s (“Plaintiff”) Motion for Final Approval of Class
4 Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Award (“Motion
5 for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class,
6 and Fisher & Phillips LLP appeared on behalf of Defendant Rally Auto Group, Inc.
7 (“Defendant”).

8 On November 4, 2025, the Court entered the Order Granting Preliminary Approval of
9 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-captioned action *Joel Sanchez v. Rally Auto Group, Inc.*,
11 Los Angeles County Superior Court Case No. 21STCV29625 and the action entitled *Joel*
12 *Sanchez v. Rally Auto Group, Inc.*, Los Angeles Superior Court Case No. 21AVCV00897
13 (together, “Settled Actions”), in accordance with the Class Action and PAGA Settlement
14 Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
15 exhibits annexed thereto set forth the terms and conditions for settlement of the Settled Actions.

16 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. The Motion for Final Approval is granted in its entirety.
20 2. This Final Approval Order and Judgment incorporates by reference the
21 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
22 terms used, but not defined, herein shall have the same meanings as in the Settlement
23 Agreement and Preliminary Approval Order.

24 3. Unless otherwise specified, all citations and references to the Private Attorneys
25 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version
26 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
27 not apply to the Settled Actions, or the Settlement pursuant to California Labor Code section
28

2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the Settled Actions and the claims asserted in the Settled Actions, the Court also has jurisdiction over all parties to the Settled Actions as it pertains to the Settled Actions and the claims asserted in the Settled Actions.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

6. The Class is hereby defined to include: all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time between August 11, 2017 through April 24, 2024, who do not timely opt-out of the Settlement ("Class" or "Class Members").

7. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former hourly-paid or non-exempt employees of Defendant in California employed between September 1, 2020 through April 24, 2024 ("Aggrieved Employees").

8. The Court finds that the Court-approved Notice of Class Action Settlement ("Class Notice") that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

1 9. Pursuant to California law, the Court hereby grants final approval to the
2 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
3 Class as a whole. More specifically, the Court finds that the Settlement was reached following
4 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
5 Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-
6 length negotiations between the parties. In so finding, the Court has considered all of the
7 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
8 expense, and complexity of pursuing the claims presented; the likely duration of further
9 litigation; the amount offered in the Settlement; the extent of investigation and discovery
10 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
11 including the monetary allocations and payments, appear within the range of reasonableness,
12 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
13 against the probable outcome of further litigation relating to certification, liability, and damages
14 issues. The Court has further considered the absence of any objections by the Class Members to
15 the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in
16 accordance with the Settlement Agreement and the following terms and conditions.

17 10. A full opportunity has been afforded to the Class Members to participate in the
18 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
19 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
20 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
21 Members who did not submit a timely and valid Request for Exclusion from the Class
22 Settlement (“Participating Class Members”), individually and on behalf of their respective
23 successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound
24 by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the
25 Effective Date and full funding of the Total Settlement Amount, shall fully and finally release
26 and discharge the Released Parties, and each of them, from the Released Class Claims.

27 11. The Court finds that Plaintiff has satisfied the prerequisites under PAGA,
28 including, and not limited to, providing the LWDA and Defendant with notice of the specific

provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$75,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Penalty Amount"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalty Amount as follows: the amount of \$56,250.00 to the LWDA ("LWDA PAGA Payment"), and the amount of \$18,750.00 to the Aggrieved Employees, in accordance with the terms and methodology set forth in the Agreement.

12. The Court determines that, Plaintiff, the State of California (with respect to Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Total Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

13. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

14. The Court finds that payment of Administration Costs in the amount of \$11,750.00 to ILYM Group, Inc. ("ILYM" or "Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Administrator shall issue payment to itself in the amount of \$11,750.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The Court finds that the Enhancement Award in the amount of \$7,500.00 to Plaintiff Joel Sanchez is fair and reasonable, and hereby approved. It is hereby ordered that the

1 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Joel Sanchez for his
2 Enhancement Award, according to the terms set forth in the Settlement Agreement.

3 16. The Court finds that attorneys' fees in the amount of \$200,000.00 to Class
4 Counsel falls within the range of reasonableness and that the results achieved justify the award
5 sought, and is hereby approved. It is hereby ordered that the Administrator issue payment in the
6 amount of \$200,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
7 methodology set forth in the Settlement Agreement.

8 17. The Court finds that reimbursement of litigation costs and expenses in the
9 amount of \$16,328.93 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
10 that the Administrator issue payment in the amount of \$16,328.93 to Class Counsel for
11 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
12 set forth in the Settlement Agreement.

13 18. It is hereby ordered that within twenty-one (21) calendar days after the Effective
14 Date, Defendant shall deposit the Total Settlement Amount of \$600,000.00 and the employer's
15 share of payroll taxes and contributions with respect to the wage portion of Individual
16 Settlement Shares into an account established by the Administrator, in accordance with the
17 terms and methodology set forth in the Settlement Agreement.

18 19. It is hereby ordered that within fourteen (14) calendar days following the funding
19 of the Total Settlement Amount, the Administrator will issue payments due under the
20 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
21 Participating Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c)
22 LWDA Payment to the LWDA, (d) Enhancement Award to Plaintiff, (e) Attorneys' Fees and
23 Costs to Class Counsel, and (f) Administration Costs to the Administrator, in accordance with
24 terms and methodology set forth in the Settlement Agreement.

25 20. Each check issued to a Participating Class Member and/or Aggrieved Employee
26 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
27 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
28 and after this time period, the check(s) shall be canceled. The leftover funds associated with

checks issued to Participating Class Members and Aggrieved Employees, after the checks have been canceled, shall be transmitted to California Women's Law Center as a *cy pres* recipient pursuant to California Code of Civil Procedure Section 384. All Participating Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment checks. All Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

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

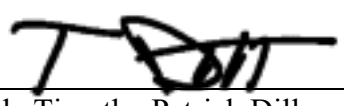
22. Individualized notice of this Final Approval Order and Judgment is not required. The Administrator shall post a copy of the Final Approval Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

23. A Final Compliance Hearing is set for 07/09/2027 at 4:00 ~~a.m.~~/p.m. in Department 15. Class Counsel shall submit the Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least ^{two (2)} ~~five (5)~~ court days prior to the Final Compliance Hearing. The final compliance hearing is set as a Non-Appearance Case Review.

IT IS SO ORDERED.

DATE: 07/08/2026




The Honorable Timothy Patrick Dillon
Judge of the Los Angeles County Superior
Court of California