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11 Attorney for Plaintiff,
12 HECTOR LEON
13 And all putative class members

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 HECTOR LEON, an individual, on
16 behalf of himself and all others similarly
17 situated,

17 Plaintiff,

18 vs.

19 INSURANCE AUTO AUCTIONS, INC., an
20 Illinois Corporation, and DOES 1-50,
21 inclusive,

22 Defendant.

FILED
Superior Court of California
County of Los Angeles
03/23/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lindsey Deputy

) Case No.: 24STCV07933 (Lead Case)

) *Assigned to The David S. Cunningham III,*
) *Dept. 11*

) **[PROPOSED] ORDER GRANTING**
) **FINAL APPROVAL TO CLASS AND**
) **REPRESENTATIVE ACTION**
) **SETTLEMENT AGREEMENT AND**
) **APPLICATION FOR CLASS COUNSEL**
) **FEEES, CLASS COUNSEL COSTS,**
) **CLASS REPRESENTATIVE SERVICE**
) **PAYMENT, AND FINAL JUDGMENT**
) **THEREON**

) Date: March 23, 2026

) Time: 10:00 a.m.

) Dept: 11

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1 On March 23, 2026, a hearing was held on Plaintiff HECTOR LEON’S unopposed Motion
2 for Final Approval of the Class Action and PAGA Settlement Agreement and Motion for Class
3 Counsel Fees, Class Counsel Costs, and Class Representative Service Award.

4 The Parties have submitted their Class Action and PAGA Settlement Agreement and Class
5 Notice (“Settlement”), which this Court preliminarily approved on August 12, 2025 (the
6 “Preliminary Approval Order”). Under the Preliminary Approval Order, Class Members have been
7 given adequate notice of the terms of the Settlement and the opportunity to object to it, submit a
8 dispute, or to exclude themselves from it.

9 Having received and considered the Settlement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court before entering the Preliminary Approval
11 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
12 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:
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15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order and Judgment adopts all defined terms set forth in the Settlement. All terms of the Settlement
17 are incorporated by reference and adopted herein.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as:

20 All current and former hourly, non-exempt employees of Defendant
21 in California, at any time from March 28, 2020, to April 21, 2025.

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23 3. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
24 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
25 Class Member on September 16, 2025 by first-class mail. The Class Notice informed Class
26 Members of the terms of the Settlement, their right to receive an Individual Class Payment, their
27 right to comment on or object to the Settlement and/or the attorneys’ fees and costs, their right to
28

1 elect not to participate in the Settlement and pursue their own remedies, their right to appear in
2 person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the
3 Settlement, and of other actions pending against Defendant. Adequate periods of time were
4 provided by each of these procedures.

5 4. The Court finds and determines that no individuals requested to opt out of the
6 Settlement. No Class Members submitted objections or disputes.

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

12 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
13 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
14 each Class Member and that the Participating Class Members will be bound by the Settlement, 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 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in the
18 amount of \$1,500,000.00, and the Individual Class Payments to be paid to the Participating Class
19 Members under the Settlement are fair and reasonable. The Court hereby grants final approval to
20 and orders the payment of those amounts to be distributed to the Participating Class Members out
21 of the Net Settlement Amount in accordance with the Settlement. Pursuant to the terms of the
22 Settlement, the Settlement Administrator is directed to make the payments to each Participating
23 Class Member. The monetary terms of the Settlement, detailed in the following chart, are discussed
24 further below.

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Gross Settlement Amount	\$1,500,000.00
Plaintiff's Class Rep. Service Payment	-\$7,500.00
Plaintiff's Attorney Fees	-\$499,950.00
Plaintiff's Costs	-\$22,811.89
PAGA Payment	-\$100,000.00
Settlement Administration	-\$10,550.00
Net Settlement Amount for Distribution to the Class	\$859,188.11

8. The Court finds and determines that the Settlement Administration Cost for the Settlement in the amount of \$15,950 is fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the Settlement Administrator in accordance with the Settlement.

9. The Court finds and determines that the request by Plaintiff HECTOR LEON for a Class Representative Service Payment is fair and reasonable and hereby orders that the requested payment in the amount of \$7,500.00 to be paid to Plaintiff out of the Gross Settlement Amount.

10. The Court further finds and determines that the request by Class Counsel for the Class Counsel Fee is fair and reasonable and hereby orders that \$499,950.00 (33.33% of the Gross Settlement Amount) be paid to Koul Law Firm, APC and Majarian Law Group, APC, out of the Gross Settlement Amount.

11. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that actual costs amounting to \$22,811.89 be paid to Koul Law Firm, APC, and Majarian Law Group, APC, out of the Gross Settlement Amount.

12. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims as defined in the Settlement for the Class Period.

1 13. Upon entry of this Final Approval Order and funding of the Gross Settlement
2 Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of
3 the State of California, and all PAGA Settlement Employees will forever completely release and
4 discharge the Released Parties from the Released PAGA Claims as defined in the Settlement
5 through the PAGA Period.

6 14. Pursuant to the terms of the Settlement, Plaintiff makes an additional general
7 release as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and
8 benefits afforded by Section 1542 which states:

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10 **A general release does not extend to claims which the creditor or releasing**
11 **party does not know or suspect to exist in his or her favor at the time of**
12 **executing the release and that, if known by him or her, would have materially**
13 **affected his or her settlement with the debtor or released party.**

14 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
15 under the Settlement or under this Order, including the requirement that Defendant make payment
16 in accordance with the Settlement.

17 16. If, for any reason, the Settlement ultimately does not become Final (as defined by
18 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
19 positions in the action as those positions existed immediately before the Parties executed the
20 Settlement; and nothing stated in the Settlement or any other papers filed with this Court in
21 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
22 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
23 or in any other action.

24 17. The Parties entered into the Settlement solely for the purpose of compromising and
25 settling disputed claims. Defendant in no way admits any violation of law or any liability
26 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
27 denied by Defendant.
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1 18. For any Class Member whose Individual Class Payment check or Individual PAGA
2 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
3 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
4 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
5 California Code of Civil Procedure Section 384, subd. (b).

6 19. By means of this Final Approval Order, this Court hereby enters final judgment in
7 this Action.

8 20. Without affecting the finality of this Final Approval Order and Judgment in any
9 way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters
10 relating to the interpretation, administration, implementation, effectuation and enforcement of this
11 Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

12 21. The Parties are hereby ordered to comply with the terms of the Settlement.

13 22. Each side is to bear its own costs and attorneys' fees except as provided by the
14 Settlement and this Final Approval Order and Judgment.

15 23. The Court sets a final accounting hearing for March 23, 2027 at 9:00 am. Plaintiff must
16 file a final report 9 days before the final accounting hearing.
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19 **IT IS SO ORDERED AND ADJUDICATED:**



A handwritten signature in black ink that reads "David S. Cunningham III".

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21 DATED: 03/23/2026

David S. Cunningham III / Judge

Honorable David S. Cunningham III
Judge of the Superior Court