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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUL 02 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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

DINH C. TRUONG on behalf of all others
similarly situated,

Plaintiff,

v.

RRL CORPORATION, dba LEXUS OF
WESTMINISTER, and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2024-01434110-CU-OE-CXC

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT AND
JUDGMENT**

ASSIGNED FOR ALL PURPOSES TO:
HON. DAVID HOFFER

Date: June 29, 2026
Time: 1:30PM
Dept.: CX103

Reservation ID: 74770816

1 7. The Net Settlement Amount means the Total Settlement Amount (\$199,000.00)
2 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$59,700.00;
3 (b) Attorneys' Costs to Plaintiff's Counsel in the amount of \$12,699.40; (c) and Enhancement
4 Payment to Plaintiff in the amount of \$5,000.00; and (d) up to \$5,350.00 to the Administrator
5 allocated to Administration Costs.

6 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
7 amount of \$59,700.00 to be paid from the Total Settlement Amount.

8 (b) The Court approves payment to Plaintiff's counsel of Attorneys' Costs in the
9 amount of \$12,699.40 to be paid from the Total Settlement Amount.

10 (c) The Court approves payment to the Administrator for its reasonable costs and
11 fees to administer the Settlement, up to \$5,350.00 to be paid from the Total
12 Settlement Amount. If the final Administration Costs is less than \$5,350.00,
13 any difference will be added to the Net Settlement Amount.

14 (d) The Court approves payment to Plaintiff of \$5,000.00 as and Enhancement
15 Payment.

16 8. In accordance with Labor Code § 2699(d), 75% of the Net Settlement Amount,
17 (\$87,187.95) is allocated to the LWDA, and the remaining 25% of the Net Settlement Amount
18 (\$29,062.65) is allocated to the Aggrieved Employees on a pro-rata basis, as described in the
19 PAGA Settlement Agreement.

20 9. The "PAGA Period" means August 18, 2023, through November 30, 2025.

21 10. The Court orders that within thirty (30) days after the Court approval of the
22 Settlement, Defendant shall provide to the Administrator the Aggrieved Employee Data.

23 11. The Court further orders that the Administrator provide Defendant with
24 information identified by Defendant as necessary to effectuate a wire transfer within five (5) days
25 after the Administrator receives the Aggrieved Employee Data.

26 12. The Court further orders that Defendant transfer the Total Settlement Amount to
27 the Settlement Administrator via wire transfer within thirty (30) days after the Administrator
28

1 provides Defendant with information identified by Defendant as necessary to effectuate wire
2 transfer, including the final Total Settlement Amount.

3 13. The Court further orders that all Aggrieved Employee Payments to the Aggrieved
4 Employees, the LWDA Payment, the Enhancement Payment, the Attorneys' Fees and Costs, and
5 the Administration Costs be paid within twenty-one (21) days after Defendant transfers the Total
6 Settlement Amount to the Administrator.

7 14. By operation of this Order, Plaintiff, the State of California (including the
8 LWDA), and the Aggrieved Employees fully, finally, and forever release and discharge
9 Defendant and the Released Parties from any and all Released PAGA Claims and shall be forever
10 barred from pursuing such released claims against Defendant and the Released Parties, as set
11 forth in the PAGA Settlement Agreement. For purposes of this Release, the "Released Parties"
12 means Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER, and its past,
13 present, and future parent companies, subsidiaries, affiliates, predecessors, successors, assigns,
14 and any and all of their respective officers, directors, shareholders, employees, agents, insurers,
15 and attorneys. For purposes of this Release, "Released Claims" means are any and all claims for
16 civil penalties under PAGA that were asserted or could have been asserted based on the facts and
17 legal theories alleged in the PAGA notice dated January 10, 2024, and the Complaint filed in this
18 case, on behalf of Plaintiff and all other Aggrieved Employees for alleged violations of the
19 California Labor Code that occurred during the PAGA Period. This includes allegations relating
20 to, among other things, the failure to pay minimum wages and overtime compensation; failure to
21 provide compliant meal and rest periods or to pay required premium wages; failure to timely pay
22 all wages during employment and upon separation; failure to maintain accurate payroll records
23 and itemized wage statements; failure to pay sick leave, including COVID related pay; failure to
24 provide suitable seating; failure to reimburse business expenses; failure to include all forms of
25 remuneration in the regular rate of pay; failure to pay waiting time and split shift premiums; and
26 discrimination, retaliatory terminations, and dangerous work conditions under the California
27 Labor Code, as alleged in the operative Complaint and Plaintiff's Notice to the LWDA.
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15. The Court directs the Parties and the Administrator to carry out the terms of the PAGA Settlement Agreement. This includes that each Aggrieved Employee will be issued one check for his or her Aggrieved Employee Payment. Each Aggrieved Employee's check will expire one hundred and eighty (180) calendar days from the date the checks are issued by the Administrator. If any Aggrieved Employee fails to deposit or cash the check for their respective Aggrieved Employee Payment(s) within one hundred and eighty (180) days after the Administrator mails the distributions to the Aggrieved Employees, the Administrator will send the uncashed amounts to the California State Controller, with the identity of each of the Aggrieved Employee(s) to whom the funds belong, to be held for the Aggrieved Employee(s) per the California Unclaimed Property Law, and such funds will remain the Aggrieved Employee(s)'s property to the extent legally applicable.

16. Plaintiff's counsel shall submit a copy of this Order to the LWDA within ten (10) days of the entry of the Order.

17. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order.

18. The court sets a Final Report Hearing for July 19, 2027 at 1:30 p.m. to confirm that distribution efforts are fully completed, including the distribution of uncashed aggrieved employee checks after 180 days, that the Administrator's work is complete, and that the court's file thus may be closed. The parties must report to the court the total amount that was actually paid to the aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
ENTERED ACCORDINGLY.

DATED: 7/2/26


THE HONORABLE DAVID HOFFER
JUDGE OF THE SUPERIOR COURT