

FILED
San Diego Superior Court

OCT 03 2025

By: S. Christensen, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JOHN JOHNSON, in his representative
capacity, on behalf of the State of California, the
general public and all aggrieved employees.

Plaintiff,

v.

GB AUTO SERVICE, INC, a Delaware
Corporation authorized to do business in
California; and DOES 1 through 50 inclusive.

Defendants.

Case No.: 37-2022-00041423-CU-OE-CTL

**AMENDED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: October 3, 2025

Time: 9:10 a.m.

Dept: C-62

Judge: Hon. Judy Bae

[Filed concurrently herewith Notice of Motion;
Memorandum of Points and Authorities; and the
Declarations of Vilmarie Cordero, John Johnson,
and Sean Hartranft]

Complaint Filed: October 14, 2022

Trial Date: None set

1 Plaintiff John Johnson's Unopposed Motion for Preliminary Approval of Class and PAGA Action
2 Settlement came before this Court on October 3, 2025. The Court, having considered the proposed Class
3 Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement"), Plaintiff's
4 Motion for Preliminary Approval, and all papers filed in support, HEREBY ORDERS THE
5 FOLLOWING:

6 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all
7 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement,
8 which is attached to the Declaration of Vilmarie Cordero as Exhibit 1.

9 2. It appears to the Court on a preliminary basis that the terms of the Settlement Agreement
10 are fair, adequate, and reasonable. It appears to the Court that investigation and research have been
11 conducted such that counsel for the Parties are at this time able to reasonably evaluate their respective
12 positions. It further appears to the Court that settlement, at this time, will avoid substantial additional costs
13 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
14 the action. It further appears that the Settlement Agreement has been reached as the result of intensive,
15 serious, and non-collusive, arms-length negotiations.

16 3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be
17 within the range of reasonableness of a settlement that could ultimately be given final approval by this
18 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
19 and preliminarily finds that the monetary settlement awards made available to all Class Members are fair,
20 adequate, and reasonable when balanced against the probable outcome of further litigation relating to
21 liability and damages issues.

22 4. The Court hereby conditionally certifies the Settlement Class for settlement purposes only.

23 5. The Court grants conditional certification of the following Class and Subclass:

24 **Settlement Class:** All current or former employees of Defendant who performed work as
25 non-exempt employees from October 14, 2020, through the end of the Class Period. The
26 Class Period is defined as the earlier of: (1) the date the Court grants preliminary approval,
or (b) the date upon which the total number of workweeks from October 14, 2020, forward
equals 101,620 workweeks, if Defendant elects to shorten the Class Period to this day.

27 **Waiting Time Penalty Subclass:** All members of the Settlement Class who were
28 employed by GB Auto and who separated from their employment at any time from

October 14, 2020, through the date of Preliminary Approval of the Settlement.

"PAGA Employees" means all current and former employees of Defendant who performed work in California at any time during the PAGA Period. All PAGA Employees will receive their pro-rata share of the PAGA Payment regardless of whether they opt out of the Settlement.

"PAGA Period" means October 14, 2020, through the date of Preliminary Approval of the Settlement.

6. The Court preliminarily approves the appointment of Plaintiff's Counsel, Hali M. Anderson and Vilmarie Cordero of GrahamHollis APC, as Class Counsel. Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement Agreement. Any Class Member may enter an appearance through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

7. The Court preliminarily approves the definition and disposition of the Gross Settlement Amount of \$1,950,000.00, on a non-reversionary basis, which is inclusive of: (1) all payments to the Class Members; (2) the Class Representative Incentive Award of \$10,000.00 to Class Representative; (3) Class Counsel's attorneys' fees in the amount of \$650,000.000 or (one third of the Gross Settlement Amount), and actual litigation costs not to exceed \$30,000.00; (4) all Settlement Administration Costs not to exceed \$13,250.00 and (5) the PAGA Payment of \$50,000.00, of which \$37,500.00 (or 75%) will be paid to the California Labor and Workforce Development Agency and the remainder will be allocated to the Aggrieved Employees, which are current or former non-exempt employees of Defendant who worked in California from October 14, 2020 until the end of the Class Period.

8. Uncashed checks will be distributed to the State Controller's Unclaimed Property Fund in the name of the Class Member.

9. The Court approves the form and content of the Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), with the modifications requested by the Court as set forth in Exhibit A to this Order, and finds that the proposed method of disseminating the Class Notice to the Class meets all the due process requirements, provides the best notice practicable

under the circumstances, and constitutes due and sufficient notice to all Class Members.

10. The Court approves the retention of Apex Class Action LLC (“Apex”) as the Settlement Administrator and hereby directs Apex to provide the approved Class Notice to Class Members and administer the Settlement in accordance with the procedures described in the Settlement Agreement and the implementation schedule set forth below.

11. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of the commencement of the litigation.

12. The Court orders the following implementation schedule for further proceedings:

EVENT	DEADLINE
Preliminary Approval Date	TBD
Deadline for Defendant to provide the Settlement Administrator with the Class Data	No later than 10 business days after the Court grants Preliminary Approval
Deadline for the Settlement Administrator to mail the Class Notice to Class Members	No later than 14 calendar days after receiving the Class Data from Defendant
Deadline for Class Members to submit any objection to the Settlement Agreement or request exclusion from the Settlement Class. (“Response Deadline”)	45 calendar days from the initial mailing of the Notice to the Class Members or 10 calendar days after the date of the re-mailing of the Class Notice, whichever is later.
Deadline for the Settlement Administrator to provide a declaration attesting the completion of the Notice process and number of valid requests for exclusions	No later than 14 calendar days before Plaintiff’s deadline to file the motion for final approval
Final Approval Hearing	<u>April 10, 2026 at 9:10 a.m.</u>

13. A Final Approval Hearing shall be held before this Court, located at 330 W. Broadway, San Diego, California 92101, on April 10, 2026 at 9:10 a.m. in Department C-62, to determine all necessary matters concerning the Settlement, including: whether the proposed Settlement of the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be finally approved as fair, reasonable, and adequate to the Class Members; and to finally approve the Class Counsel Fees and Expense Award, the Class Representative Service Award, the PAGA Payment, and payment of the Settlement Administration Costs.

14. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

15. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: 10/3/2025



Hon. Judy Bae
Judge of the Superior Court

EXHIBIT A

[FOR USE OF SETTLEMENT ADMIN ONLY]

NOTICE OF SETTLEMENT OF CLASS AND PAGA ACTION

If you were employed by SUN AUTO TIRE & SERVICE, INC., F/K/A GB AUTO SERVICE, INC. as a non-exempt employee at any time from October 14, 2020, to [preliminary approval date] you are a Class Member eligible to receive money from this Settlement.

The Court authorized this notice.

This is not a lawsuit against you, and you are not being sued.

This is not a solicitation from a lawyer.

YOUR OPTIONS UNDER THE CLASS SETTLEMENT ARE:

DO NOTHING	<p>RECEIVE YOUR PAYMENT AND RELEASE THE CLASS CLAIMS ALLEGED IN THE ACTION – Your payment will automatically be sent to you.</p> <p>Your Individual Settlement Payment is estimated to be \$_____. [INCLUDE WAITING TIME PENALTIES ALLOCATION IF APPLICABLE].</p> <p>The actual amount you may receive may be different and will depend on different factors. For an explanation on how your payments were calculated please see Section ----- below.</p>
REQUEST EXCLUSION	<p>OPT-OUT OF THE SETTLEMENT. YOU NEED TO SEND A REQUEST FOR EXCLUSION LETTER: If you exclude yourself from the Settlement, you get NO Settlement payment, and you will not release any of the Class Claims. You must submit a valid Request for Exclusion, the process for which is described in Section ----- below.</p>
OBJECT TO THE SETTLEMENT	<p>If you believe the terms of the Settlement are unfair or unreasonable, then you may notify the Settlement Administrator that you object. You may also appear at the Final Approval Hearing on [DATE OF HEARING] to object, the process for which is described in Section ---- below. If you wish to Object, you cannot send a Request for Exclusion Letter.</p>

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT

CLASS NOTICE

1. Why did I get this notice?

Sun Auto Tire & Service, Inc., f/k/a GB Auto Service, Inc., (“Defendant” or “GB Auto”) records show that you worked for GB Auto as a non-exempt employee at some point between October 14, 2020, through [preliminary app. date].

2. What is this proposed Settlement about?

Plaintiff John Johnson a former employee of Defendant, filed a representative action Complaint on October 14, 2022, in the San Diego Superior Court entitled John Johnson v. GB Auto Service, Inc., et al., Case No. 37-2022-00041423-CU-OE-CTL (the Action”). Plaintiff alleges Defendant committed various California Labor Code violations. Among other things, Plaintiff claims Defendant failed to pay for all hours worked for the time its non-exempt employees spent working off-the-clock; failed to provide compliant rest and meal periods; failed to pay rest or meal premium wages when a meal or rest period was not provided; failed to provide accurate wage statements, and further failed to pay all earned and owed wages to its non-exempt employees timely upon separation of employment.

Throughout the litigation, GB Auto has denied—and continues to deny—the factual and legal allegations in the Action and denies any wrongdoing or liability. GB Auto asserts that it has fully complied with all of its legal obligations, including that it timely and properly paying for all the hours its non-exempt employees worked.

On October 1, 2024, the parties participated in a mediation with experienced mediator Tripper Ortman and agreed to enter into this Class Action and Representative Action Settlement that resolves all the claims Plaintiff alleged in the Action.

3. Why is there a Settlement?

The Court did not hold a trial to decide in favor of Plaintiff or Defendant. The Court has made no ruling on the merits of Plaintiff’s or the Class Members’ claims. The Court’s decision to certify the Class is for Settlement purposes only, it is not a predictor that Plaintiff or the Class would ultimately prevail on the merits of the Action, on a class action basis or otherwise.

All parties agreed to the Settlement because they believe it is fair, reasonable, and adequate under the circumstances. Plaintiff thinks his claims have merit and that he would have been successful at trial. On the other hand, GB Auto denies all liability and believes that Plaintiff would not have won anything at trial. The parties negotiated this settlement to avoid the risks and uncertainties of continued litigation and agree that the Settlement is advantageous to all parties considering all those risks and uncertainties.

4. Who is included in the Settlement?

You are a member of the Class if you performed work as a non-exempt employee at any time from October 14, 2020, through [INSERT date of Preliminary Approval of the Settlement]) (the Class Period).

You are a member of the Waiting Time Subclass if you separated from employment with Defendant at any time from October 14, 2020, through [INSERT date of Preliminary Approval of the Settlement].

CLASS NOTICE

You are a PAGA Employee, and entitled to a portion of the PAGA Payment, if you work as a non-exempt employee from October 14, 2020 through [INSERT date of preliminary approval] (the PAGA Period). All PAGA Employees will receive their pro-rata share of the PAGA Payment regardless of whether they opt out of the Settlement.

5. What does the Settlement Provide?

GB Auto agreed to pay \$1,950,000 (the “Gross Settlement Amount” or “GSA”) to settle the Action.

The Settlement Administrator will distribute and make the following payments from the GSA:

- Settlement Administration Costs: For its work administering the Settlement, the Settlement Administrator will charge an amount currently estimated not to exceed \$13,250.
- Class Representative Service Awards: Plaintiff John Johnson is requesting \$10,000 in recognition for his efforts in obtaining the benefits of this Settlement and in exchange for a broader general release.
- Attorney’s Fees and Costs: Class Counsel will request a payment up to 1/3 of the Gross Settlement Amount, or an amount not to exceed \$650,000, for payment of Class Counsel’s attorney’s fees. Class Counsel will also seek reimbursement of reasonable litigation costs, not to exceed \$30,000. Class Members are not personally responsible for paying Class Counsel’s attorney’s fees or costs.
- PAGA Payment: \$50,000 will be allocated to cover all claims for civil penalties alleged in the Action. The PAGA Payment shall be allocated 75% to the California Labor & Workforce Development Agency (“LWDA”), and the remaining 25% is going to the PAGA Employees, who will receive a pro rata share depending on their number of workweeks worked during the PAGA period.

The Net Settlement Amount, which is the amount left-over after the Settlement Administrator makes the payments listed above, will be distributed among all Participating Class Members in accordance with their respective workweeks worked during the Class Period (October 14, 2020 through preliminary approval date).

The Net Settlement Sum is estimated as follows:

GSA	\$1,950,000
Class Counsel’s Fees	\$650,000
Class Counsel Costs	\$30,000
Service Award	\$10,000
Settlement Administration Costs	\$13,250
PAGA Payment	\$50,000
Net Settlement Fund Estimated	\$1,196,750

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6. How will my payment be calculated?

The Net Settlement Amount (NSA), currently estimated in \$1,196,750, will be allocated among all Class Members who do not opt out of the Settlement.

The Class. Class Members will be allocated 85% of the NSA, currently estimated at \$1,017,237.50. If you are a Class Member (Section 3 of this Notice), you will receive a pro rata portion of the NSA based upon the number of Qualifying Workweeks that you worked during the Class Period as a non-exempt employee compared to the total number of Qualifying Workweeks that all other Participating Class Members worked during the Class Period. Qualifying Workweeks include any weeks a Class Member worked at least one day of the week and was not on vacation or a leave of absence. Workweeks of Class Members who exclude themselves from the Settlement will not be included in the total number of Workweeks for purposes of the Settlement Administrator's calculation and distribution of Individual Settlement Payments to Participating Class Members.

The Waiting Time Penalties Subclass Members. The Waiting Time Penalties Subclass will be allocated 15% of the NSA, currently estimated at \$179,512.50. If you are a former employee of Defendant who qualifies for a Waiting Time Penalties Subclass Payment (Section 3 of this Notice), you and all other Participating Waiting Time Penalties subclass members will receive an equal amount of the Waiting Time Subclass Allocation.

7. How much will I receive?

Defendant's records show that you are a member of the Class [and INSERT WAITING TIME PENALTIES SUBCLASS IF APPLICABLE]. Defendant's records show you worked a total of [INSERT Number] Qualifying Workweeks as a non-exempt employee during the Class Period. This means you will receive a settlement amount that is currently estimated to be: \$[est. amount] less applicable taxes and payroll deductions. (You may have worked additional Workweeks for Defendant prior to the Class Period or in an exempt position, but those Workweeks are not included for purposes of this Settlement).

<<INSERT FOR WTP SUBCLASS MEMBERS ONLY>> Defendant's records also show that you are a member of the Waiting Time Penalties Subclass, which means you are entitled to receive \$[est. amount] as a waiting time penalty, in addition to any amounts referenced above.

Defendant's records also show that you are a PAGA Employee, which means you are entitled to receive \$[est. amount] in addition to any amounts referenced above, as part of the PAGA Payment. You will receive your pro-rata share of the PAGA Payment regardless of whether you opt out of the Settlement.

Only if the Settlement receives final approval by the Court, the Settlement Administrator will send you your Individual Settlement Payments.

Please Note: The actual amount of your Individual Settlement Payment may increase or decrease based on several factors, including, but not limited to, the number of individuals who decide to exclude themselves from the settlement.

The Settlement Administrator will calculate all types of Settlement Payments to Participating Class Members. In the event there is a dispute regarding any type of Settlement payment calculation, the Settlement Administrator appointed by the Court will make the final decision regarding its resolution.

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If you believe in good faith that your total number of Workweeks listed above is incorrect, you must contact the Settlement Administrator as soon as possible and provide documentation that you believe demonstrates that this number is incorrect and authorize the Settlement Administrator to review your records and related documents.

A Class Member challenging the total number of Workweeks bears the burden of proof. If the Class Member fails to provide written documentation supporting a different number of Workweeks, the Settlement Administrator will have his or her dispute denied. The total number of your Workweeks listed above is presumed to be correct unless the documents you submit (such as wage statements and paystubs) demonstrate otherwise.

If you intend to challenge the total number of Workweeks listed above, your dispute letter and supporting documents must be mailed to the Settlement Administrator postmarked no later than <<45 calendar days from mailing>> at the designated address for the Settlement Administrator. The Settlement Administrator will review the pertinent records showing the total number of Workweeks that you worked during the Class Period, which Defendant has agreed to make available for this purpose and make a determination. If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator will reject it.

8. When do I get my payment?

The Settlement will become Effective the date the Court enters the Final Approval Order and Judgment if there are no objections to the Settlement (Effective Date). Defendant will deposit the entirety of the Gross Settlement Amount into the account set up by the Settlement Administrator no later than seven (7) calendar days after the Effective Date.

No later than seven (7) calendar days after Defendant deposits the entirety of the Gross Settlement Amount, the Settlement Administrator will disburse: (a) the Individual Settlement Payments to Participating Class Members; (b) the Class Representative Service Awards; (c) the PAGA Payment; (d) the Settlement Administrator's Costs; and (e) Class Counsel's Fees and Costs. Once the Settlement Administrator mails you your Individual Settlement Payment check, you must cash your check within 180 calendar days from the date the check is mailed.

***Any checks that are returned as undeliverable or remain uncashed 180 calendar days after mailing or remailing will be cancelled, and the funds will be sent to the California State Controller's Office in the name of the Class Member.**

To check on the progress of the Settlement, you may call the Settlement Administrator at [TPA Number] or contact Class Counsel at (833) 300-2667.

9. What am I giving up if I participate in the Settlement and stay in the Class?

Class Claims Release. Unless you exclude yourself from the Class, you will remain a Class Member, which means you will not be able to sue or be part of any other lawsuit against Defendant about the legal issues in this case. Upon funding of the GSA, all Participating Class Members (i.e., those who did not timely submit a Request for Exclusion) release any and all claims and damages arising from any of the facts alleged in Plaintiff's operative Complaint during the Class Period for damages or that could have been raised in the operative Complaint (which includes the First Amended Complaint filed on July 10, 2025 as part of this Settlement), including Defendant's alleged violation of the California Business and Professions Code sections

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17200, et seq. for, inter alia, failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, and overtime wages; failure to provide separate rest period compensation for nonproductive work; failure to provide accurate itemized wage statements; failure to reimburse for business expenses; and failure to pay all wages due during and upon separation of employment.

PAGA Release. Upon funding of the GSA, all PAGA Employees will release the Released Parties of all claims and damages arising under Private Attorneys' General Act of 2004 ("PAGA") based on the facts alleged in the operative Complaint, which includes the First Amended Complaint filed on July 10, 2025 as part of this Settlement.

10. How do I exclude myself from the California Class Claims Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator with the following sentence, or something similar, stating: "I wish to be excluded from the Settlement of the case entitled *John Johnson v. GB Auto Service, Inc.*, et al., Case No. 37-2022-00041423-CU-OE-CTL. You must also include your full name (and former names, if any), current address, telephone number, the last four digits of your Social Security Number, and you must sign the written statement.

You must mail your Request for Exclusion no later than <<45 calendar days from mailing>> to the Settlement Administrator at the following address:

Settlement Administrator
c/o <<TPA>>
<<address>>

11. How do I Object to the Settlement?

If you are a Class Member and you wish to object to the Settlement, you may either submit a written objection to the Settlement Administrator no later than <<45 calendar days from mailing>> or object at the Final Approval Hearing. You may object at the Final Approval Hearing even if you do not submit a written objection.

Your objection cannot ask the Court to order a larger Settlement. The Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may enter an appearance at the Final Approval Hearing in propria persona (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

If submitting an objection, include your full name (and former names, if any), address, telephone number, your signature, the last four digits of your Social Security Number, and the factual basis for the objection with any supporting legal arguments, documents, or evidence to be submitted to the Court.

You can mail or fax your objection to the Settlement Administrator no later than <<45 calendar days from mailing>>. The Settlement Administrator's address is:

Settlement Administrator
c/o <<TPA>>

CLASS NOTICE

<<address>>

12. Do I have a lawyer in this case?

The Court appointed Hali M. Anderson and Vilmarie Cordero, of GrahamHollis APC to serve as Class Counsel and represent you and other Class Members. Class Counsel may be reached at:

GRAHAMHOLLIS, APC
3555 Fifth Avenue,
San Diego, CA 92103
Telephone: (833) 300-2667
Facsimile: (619) 692-0822

You will not be charged for their services. Instead, Class Counsel will request to be compensated directly from the Gross Settlement Amount, as discussed above. **If you want to be represented by your own lawyer, you may hire one at your own expense.**

13. When is the Final Approval Hearing?

The Court will hold a Final Approval Hearing to decide whether to grant final approval of the Settlement. You may attend this hearing, and you may ask to speak, but you do not have to. Class Counsel will appear at the hearing to advocate for the approval of the Settlement.

The Court will hold a Final Approval Hearing at <<time>> a.m./p.m. on <<date>> in Courtroom -----, before Judge _____ of the San Diego Superior Court, located at -----.

At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

14. Do I have to Appear at the Final Approval Hearing?

No, you do not have to attend the Final Approval Hearing, but you are welcome to come at your own expense.

15. How do I get more information?

This Notice only summarizes the Settlement. You may view a complete copy of the Settlement Agreement and many other of the papers filed in this lawsuit, online at the Settlement Administrator's Website at: www.-----
----- You may also reached the business office, during regular business hours at:

Office of the Clerk
Superior Court of California, County of San Diego
ADDRESS---

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT