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FILED
Superior Court of California
County of Los Angeles

JAN 05 2018

Sherri R. ... Executive Officer/Clerk
By Roxanne Arfais, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES — CENTRAL CIVIL WEST

13 ARTURO CAPOTE, an individual, on behalf
of himself and all others similarly situated,

14 PLAINTIFF,

15 v.

16 DCH AUTO GROUP (USA), INC., a
17 corporation of Delaware; DCH SIMI
VALLEY, INC., a corporation of California;
18 and DOES 1 through 100, inclusive,

19 DEFENDANTS.

CASE NO.: BC565052
(Consolidated Case No.: BC558869)

CLASS ACTION

[Assigned for All Purposes to Hon. Kenneth R.
Freeman, department 310]

[REDACTED] JUDGMENT

Date: December 19, 2017
Time: 11:00 a.m.
Dept.: 310

Trial Date: None

RECEIVED
Central Civil West
DEC 20 2017
By: V. Hillard

1 The Court, having granted final approval of the parties' fully executed Settlement Agreement
2 and Release as set forth in the Order Granting Motion for Final Approval of Class Action Settlement,

3 **HEREBY ENTERS JUDGMENT AS FOLLOWS:**

4 1. Pursuant to California Rules of Court, Rule 3.769(h), the Court hereby enters
5 judgment consistent with, and as expressly set forth in, the, terms in the parties' fully executed Settlement
6 Agreement and Release ("Settlement") for the following individuals whom the Court finds to be
7 members of the Class pursuant to California Rules of Court, Rule 3.771(a):

8 All non-exempt employees, including Overtime Exempt Commissioned Employees, who
9 were employed by the Dealerships (defined as DCH Acura of Temecula, DCH Audi of
10 Oxnard, DCH Chrysler Jeep Dodge of Temecula, DCH Gardena Honda, DCH Honda of
11 Mission Valley, DCH Honda of Oxnard, DCH Honda of Temecula, DCH Kia of
12 Temecula, DCH Lexus of Oxnard, DCH Lexus of Santa Barbara, DCH Scion of Oxnard,
13 DCH Scion of Simi Valley, DCH Scion of Torrance, DCH Toyota of Oxnard, DCH
14 Toyota of Simi Valley, DCH Toyota of Torrance, DCH Tustin Acura, DCH Used Car
15 Superstore, and All-Savers Auto Sales and Leasing during any portion of the Settlement
16 Class Period (defined as the period from November 26, 2010 through March 31, 2017) in
17 a position other than that of Automotive Technician (defined as Defendants' employees
18 who were hired to and did perform service (including, without limitation, maintenance,
19 repair, detail, and get-ready) tasks on company and/or customer vehicles during the
20 Settlement Class Period).

21 2. Judgment is hereby entered in the amount of \$6,500,000.00. This amount is inclusive
22 of all settlement payments to Class Members, Incentive Awards, Attorneys' Fees and Costs, the
23 Settlement Administrator's fees and costs, payment of the PAGA Allocation, and all employment taxes
24 other than ER Payroll Taxes. Pursuant to the Settlement, on or before December 29, 2017 (ten days after
25 the date the Court enters the Final Approval Order), Defendants shall pay \$6,500,000.00 (less any
26 amounts already paid) into an escrow account selected by Simpluris in consultation with Class and
27 Defense Counsel.
28

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1 3. The following individual(s) opted out of this case, including the Settlement, and is/are
2 therefore specifically excluded from, and not bound by, this judgment: Vincent Riser, Curtiss Briggs,
3 Clint Stremcha, and Richard Villarreal.

4 4. As of the Effective Date, the following releases will be effective:

5 a. Plaintiffs (defined as Arturo Capote, Candace Holzer, Diana Roche, Gustavo
6 Herrera, Monika Bartels-Newman, Debra O'Neal, Isabel Pardo, Amanda
7 Robinson, Paul McCartney, Eric Stapen, Henry Fairchild, and Daniel DeGruchy)
8 and all Settlement Class Members (and their assigns, heirs, successors and
9 personal representatives), fully release and forever discharge the Released Parties
10 (defined as the DCH Defendants and Lithia Defendants, together with their past,
11 present and future, direct and indirect, parents, subsidiaries, divisions, partners and
12 affiliates, and their respective past and present shareholders, officers, directors,
13 employees, managers, members, attorneys and insurers, as well as any other
14 persons or entities who have been, are, or may yet be alleged to have been
15 involved in the conduct alleged, or sought to be alleged, in the Litigation solely
16 with respect to claims as to the Class) from any and all rights, duties, obligations,
17 claims, counterclaims, defenses, actions, causes of action or liabilities, whether
18 known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or
19 unforeseen, actual or contingent, liquidated or unliquidated, punitive or
20 compensatory, which arose within the Settlement Class Period and which were or
21 could have been alleged in the Litigation based upon the facts set forth in the
22 Consolidated Complaint, including (a) those claims or allegations raised in the
23 Actions that Defendants (1) failed to provide meal periods, (2) failed to provide
24 rest periods, (3) failed to pay overtime wages, (4) conversion, (5) failed to pay
25 minimum wage, (6) failed to reimburse employees for use of the employee's tools,
26 (7) owed waiting time pay, (8) owed statutory penalties for violation of record
27 keeping requirements, (9) were unjustly enriched, (10) Fraud, (11) engaged in
28 unfair business practices in violation of Business and Professions Code section
17200, *et seq.*, and (12) owe civil penalties under Labor Code sections 558 and

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1 2698 et seq.; or (b) any other wage, hour or payroll practice violation, including
2 but not limited to any and all claims under the California Labor Code, (including
3 the Labor Code Private Attorneys' General Act), the California Industrial Welfare
4 Commission Wage Orders, and the California Business and Professions Code (the
5 "Released Claims.")

6 b. With respect to the Released Claims, Plaintiffs (and not the other Settlement Class
7 Members) and their assigns, heirs, successors and personal representatives
8 expressly waive and relinquish, to the fullest extent permitted by law, the
9 provisions, rights and benefits of Section 1542 of the California Civil Code as to
10 the Released Claims. Section 1542 provides: A general release does not extend to
11 claims which the creditor does not know or suspect to exist in his or her favor at
12 the time of executing the release, which if known by him or her must have
13 materially affected his or her settlement with the debtor. This release does not
14 extend to the claims Plaintiff Arturo Capote alleged in an ongoing arbitration,
15 previously filed in Los Angeles Superior Court, Case Number BC574512.

16 c. Plaintiffs represent and warrant that they are the sole and exclusive owners of all
17 claims that they personally are releasing under this Agreement. Plaintiffs further
18 acknowledge that they have not assigned, pledged, or in any manner whatsoever,
19 sold, transferred, assigned or encumbered any right, title, interest or claim arising
20 out of or in any way whatsoever pertaining to this Litigation, including without
21 limitation, any claim for benefits, proceeds or value under the Litigation, and that
22 Plaintiffs are not aware of anyone other than themselves claiming any interest, in
23 whole or in part, in the Litigation or in any benefits, proceeds or value under the
24 Litigation.

25 d. Each and every Settlement Class Member who has not submitted a timely and
26 valid opt-out request shall be permanently enjoined and forever barred from
27 prosecuting any and all Released Claims against the Released Parties.


28 5. Notice of this final judgment shall be given to the Class pursuant to California Rules of
Court, Rule 3.771(b) by having the Claims Administrator posting a copy of this signed judgment for

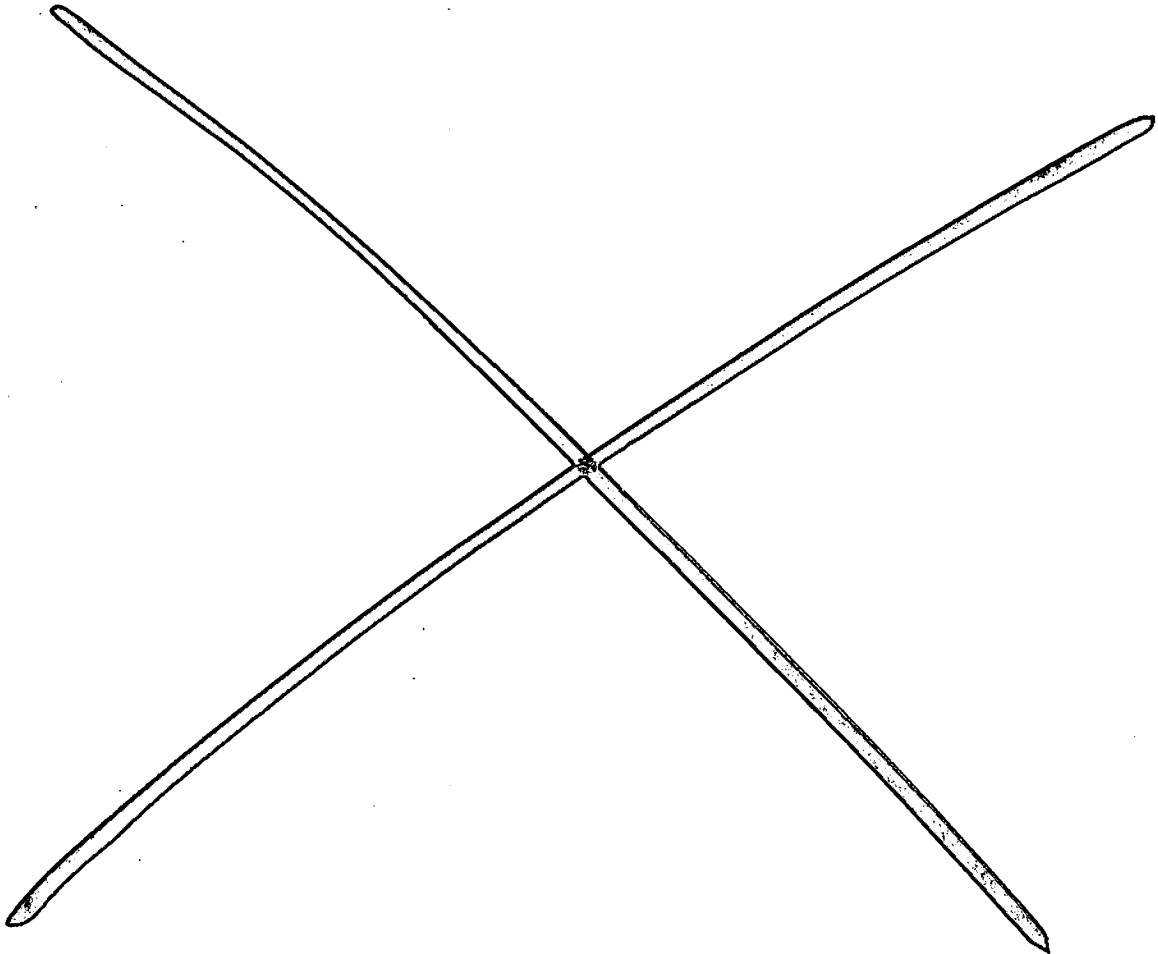
1 thirty (30) calendar days on its website.

2 6. The Court hereby retains continuing jurisdiction over the enforcement and administration
3 of the Settlement pursuant to California Rules of Court, Rule 3.769(h) and California Code of Civil
4 Procedure section 664.6. Plaintiffs and Class Counsel shall have the right to enforce this judgment in
5 accordance with the law.

6
7 **IT IS SO ORDERED.**

8 **DATE: 05 2018**

9
10 
11 Honorable Kenneth R. Freeman
12 Los Angeles County Superior Court



010001010

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200,
4 Manhattan Beach, California 90266.

5 On December 20, 2017, I served the following document or documents:

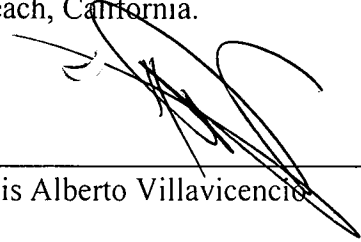
6 **[PROPOSED] JUDGMENT FOR FINAL APPROVAL OF CLASS ACTION
7 SETTLEMENT**

8 **By electronic service (via electronic filing service provider, I caused the documents to**
9 **be electronically transmitted to Case Anywhere, an electronic filing service provider, at**
10 **www.caseanywhere.com pursuant to the Court's Electronic Case Management Order**
11 **governing the matter titled *Arturo Capote v. DCH Auto Group (USA) Inc.*, LASC Case No.**
12 **BC565052 mandating electronic service. The transmission was reported as complete and**
13 **without error to the addressees as stated below.**

<p>11 FINE, BOGGS & PERKINS LLP 12 John Boggs, Esq. 13 David Reese, Esq. 14 111 W. Ocean Boulevard, Suite 2425 15 Long Beach, California 90802 Telephone: (562) 366-0861 Facsimile: (562) 366-0874 Email: jboggs@employerlawyers.com dreese@employerlawyers.com</p>	<p>Attorney for Defendants DCH AUTO GROUP (USA) INC., and DCH SIMI VALLEY INC.</p>
<p>16 PHILLIPS, ERLEWINE, GIVEN & 17 CARLIN LLP 18 Nicholas A. Carlin, Esq. 19 Brian S. Conlon, Esq. 20 R. Scott Erlewine, Esq. 21 39 Mesa Street, Suite 201 – The Presidio San Francisco, California 94129 Telephone: (415) 398-0900 Facsimile: (415) 398-0911 Email: nac@phillaw.com bsc@phillaw.com rse@phillaw.com</p>	<p>Attorneys for Plaintiff Candace Holzer</p>

22 I declare under penalty of perjury under the laws of the State of California that the above is
23 true and correct.

24 Executed on December 20, 2017 at Manhattan Beach, California.

25 
26 _____
27 Luis Alberto Villavicencio
28

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