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

PEDRO URBINA, CARLOS TORRES, and
REBECCA MEDRANO, as individuals and
on behalf of all other aggrieved employees,

Plaintiffs,

vs.

MOSSY AUTOMOTIVE GROUP, INC., a
California corporation; MOSSY
AUTOMOTIVE GROUP II, LLC, a
California limited liability company; MOSSY
NISSAN, INC., a California corporation;
MOSSY FORD, INC., a California
corporation; MOSSY AUTOMOTIVE
GROUP EL CAJON INC., a California
corporation; MOSSY AUTOMOTIVE
GROUP LEMON GROVE INC., a California
corporation; MOSSY NISSAN CHULA
VISTA, a California corporation; MOSSY

ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

10/06/2022 at 09:40:02 AM

Clerk of the Superior Court
By: Elizabeth Reyes, Deputy Clerk

FILED
Clerk of the Superior Court

MAR 10 2023

By: T. Abas

Lead Case No.: 37-2020-00022420-CU-OE-CTL

[Consolidated with
Case No. 37-2020-00042815-CU-OE-CTL]

[Assigned for all purposes to the Hon. Gregory
W. Pollack, Dept. C-71]

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS' GENERAL ACT,
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT
PAYMENT**

Date: March 10, 2023
Time: 9:30 a.m.
Dept.: C-71
Reservation ID: 2890610

1 NISSAN EL CAJON, a California
2 corporation; MOSSY NISSAN
3 ESCONDIDO, a California corporation;
4 MOSSY NISSAN KEARNY MESA, a
5 California corporation; MOSSY NISSAN
6 NATIONAL CITY, a California corporation;
7 MOSSY NISSAN OCEANSIDE, a California
8 corporation; MOSSY NISSAN POWAY, a
9 California corporation; MAG WEST MOSSY
10 FORD II, LP, a California limited partnership;
11 MAG WEST MOSSY HONDA II, LP, a
12 California limited partnership; MAG WEST
13 MOSSY NISSAN II, LP, a California limited
14 partnership; MAG WEST MOSSY TOYOTA
15 II, LP, a California limited partnership; MAG
16 WEST MOSSY VOLKSWAGEN II, LP, a
17 California limited partnership; and DOES 1
18 through 100,

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Defendants.

Complaint Filed: June 29, 2020
Trial Date: None set.

1 This matter came on regularly for hearing before this Court on March 10, 2023, at 9:30
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(I). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiffs Pedro Urbina, Carlos Torres, Rebecca Medrano, and Oscar Barrera's
10 ("Plaintiffs") Motion for Approval of Claims under the Private Attorneys General Act
11 ("Motion"), and ORDERS as follows:

- 12 1. The "Aggrieved Employees" shall be defined as:
13 All current and former non-exempt employees who worked for Defendants in
14 California at any time during the PAGA Period.
- 15 2. The "PAGA Period" means April 12, 2019 to June 30, 2022.
- 16 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
18 terms.
- 19 4. The Court orders that Defendants shall pay the Gross Settlement Amount of
20 \$380,592.00 to the Settlement Administrator within ten (10) business days of this Order, pursuant
21 to the terms of this Settlement.
- 22 5. The Court hereby approves, as to form and content, the Explanatory Letter
23 submitted by the parties and included as Exhibit A to the Settlement.
- 24 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
25 Administrator.

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27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Paul K. Haines
submitted concurrently with the Motion.

1 7. Within ten (10) business days of this Order, Defendants shall provide the
2 Settlement Administrator with a list containing the Aggrieved Employees' full names, last known
3 mailing addresses, last known telephone numbers, number of pay periods worked during the
4 PAGA Period, and Social Security numbers to the extent available from Defendants' records,
5 pursuant to the terms of the Settlement.

6 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
7 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) days of receipt
8 of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

9 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
10 Settlement Amount (currently estimated to be \$126,864.00) for Plaintiffs' Counsel, and
11 reimbursement of litigation costs of \$28,648.72 to Plaintiffs' Counsel, are fair, reasonable, and
12 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiffs'
13 Counsel as provided for in the Settlement Agreement.

14 10. The Court orders that the Settlement Administrator shall be paid \$8,750.00 for all
15 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

16 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to each
17 Plaintiff, for a total of \$20,000, is fair, adequate, and reasonable in recognition of the unique
18 contributions they made and the risks they undertook, on behalf of the Aggrieved Employees and
19 the State of California, and orders that the Settlement Administrator distribute this payment to
20 Plaintiffs as provided for in the Settlement Agreement.

21 12. The Court finds that the amount of \$147,246.96, representing 75% of the
22 \$196,329.28 allocated as PAGA civil penalties under the Settlement, to be paid to the California
23 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is
24 fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance
25 with the terms of the Settlement Agreement.

26 12. The Court approves the scope of the release as set forth in the Settlement.
27 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiffs and
28 Aggrieved Employees will have released all of the PAGA Released Claims against Defendants

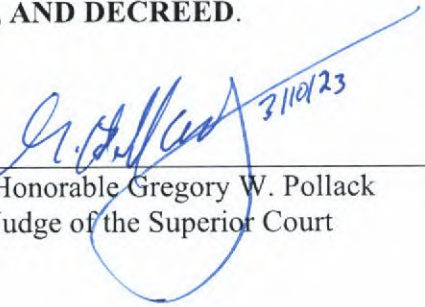
1 which were resolved as part of the Settlement. The PAGA Released Claims include all claims,
2 rights, demands, liabilities and causes of action that arose during the PAGA Period for civil
3 penalties under the PAGA, that were alleged in the Actions or that could have been alleged based
4 on the facts alleged in the Actions. The PAGA Released Claims include, but are not limited to,
5 claims under the PAGA for civil penalties for alleged violations of Labor Code §§ 201-204, 221,
6 222.5, 223, 224, 226, 226.2, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197,
7 1197.1, 1198, 2802, 2804, and claims for attorneys' fees, costs, or interest resulting therefrom.
8 The release of the PAGA Released Claims shall extend for the duration of the PAGA Period.

9 13 Upon entry of this Judgment and Order, the Court permanently enjoins and forever
10 bars Plaintiffs and Aggrieved Employees from instituting or prosecuting any of the PAGA
11 Released Claims against Defendants which were resolved as part of the Settlement. Without
12 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to
13 enforce the terms of the Settlement.

14 15. Plaintiffs shall file a declaration confirming the final distribution of funds on or
15 before October 20, 2023.

16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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19 Dated: _____

By:  3/10/23

Honorable Gregory W. Pollack
Judge of the Superior Court