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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 28 2023

BY 
JESSICA MORALES, DEPUTY

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

CARLOS CRUZADO, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

ONTARIO T, INC., a California
corporation doing business as JOHN
ELWAY'S CROWN TOYOTA; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2027249

[Assigned to the Hon. David Cohn, Dept. S-26]

**[PROPOSED] AMENDED ORDER AND
JUDGMENT**

Date: February 22, 2023

Time: 9:00 a.m.

Dept.: S-26

Complaint Filed: December 10, 2020

Trial Date: Not Set

1 Plaintiff Carlos Cruzado ("Plaintiff") and Defendant Ontario T, Inc., doing business as
2 Elway's Crown Toyota ("Defendant") (Defendant and Plaintiff together, the "Parties") have
3 entered into the Joint Stipulation of PAGA Settlement and Release of Claims ("Settlement
4 Agreement" or "Settlement") to settle the above-captioned action subject to the Court's approval.

5 This matter is now before the Court on Plaintiff's Motion to Approve Settlement
6 Agreement Pursuant to the Private Attorneys General Act. The Court has read, heard, and
7 considered all the pleadings and documents submitted, and the presentations made in connection
8 with the motion which came on for hearing on February 22, 2022.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 The Court hereby approves the Parties' proposed Settlement and hereby enters FINAL
11 JUDGMENT based on the terms set forth in the Parties' Settlement in favor of Plaintiff and the
12 PAGA Settlement Members in the amount of \$264,000.00. Of this, \$80,000.00 is awarded as
13 attorneys' fees paid to Plaintiff's Counsel, \$9,454.15 is awarded as costs paid to Plaintiff's
14 Counsel, \$10,000.00 is awarded as a service award to Plaintiff, and \$3,000.00 is awarded as
15 administration costs paid to the Settlement Administrator.

16 This Judgment incorporates by reference the definitions in the Settlement Agreement, and
17 all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

18 This Judgment is entered as part of a Settlement and the Court has made no findings of
19 liability or provided any notice of PAGA violations.

20 As a result of this Judgment, Plaintiff and the PAGA Settlement Members are barred
21 from prosecuting any of the claims covered by the Released Claims by PAGA Settlement
22 Members, as defined in the Settlement Agreement, against Defendant and the Released Parties.

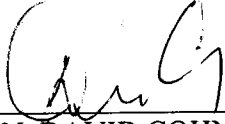
23 Pursuant to the terms of the Settlement Agreement, all undeliverable or otherwise
24 uncashed Individual PAGA Payments to PAGA Settlement Members expired 180 days after the
25 postmarked date of their initial mailing. As of the check cashing deadline (September 17, 2022),
26 a total of forty-five (45) checks, totaling \$4,025.55, remain uncashed. This amount shall be
27 distributed to the Legal Aid at Work as dictated by the Settlement.

28 This Judgment is intended to be a final disposition in its entirety of the above captioned

1 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
2 of all matters relating to the interpretation, administration, implementation, effectuation, and
3 enforcement of the Settlement pursuant to C.C.P. § 664.6.

4 **IT IS SO ORDERED.**

5
6 DATED: 2/28/23


HON. DAVID COHN
SUPERIOR COURT OF CALIFORNIA

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