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

FEB 22 2022

BY 
JESSICA MORALES, DEPUTY

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

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

18 Plaintiffs.

19 vs.

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

24 Defendants.

Case No.: CIVSB2027249

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

[PROPOSED] ORDER AND JUDGMENT

Date: February 22, 2022

Time: 10:00 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~~ ^{\$86,022.15} 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 This Judgment is intended to be a final disposition in its entirety of the above-captioned
24 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
25 of all matters relating to the interpretation, administration, implementation, effectuation, and
26 enforcement of the Settlement pursuant to C.C.P. § 664.6.

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1 IT IS SO ORDERED.

2
3 DATED:

2-23-22

for → Rafael A. Cuel
HON. DAVID COHN
SUPERIOR COURT OF CALIFORNIA