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Superior Court of California,
County of San Diego
02/23/2024 at 10:32:00 AM
Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

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

BRIAN A. BUENROSTRO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

PRO TRAFFIC SERVICES, INC., a California
corporation; and DOES 1 through 10 inclusive,

Defendants.

Case No.: 37-2021-00046081-CU-OE-CTL

[Honorable Eddie C. Sturgeon,
Department C-67]

**ORDER AND JUDGMENT GRANTING
PLAINTIFF BRIAN A. BUENROSTRO'S
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

Date: February 16, 2024
Time: 9:00 a.m.
Dept: C-67

Complaint Filed: October 28, 2021
Trial Date: None Set

~~**[PROPOSED]**~~ **ORDER**

The Court, having considered Plaintiff Brian A. Buenrostro's Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement ("Motion"), the supporting Declarations and Exhibits thereto, the records and files in this Action, and the absence of any written objections received regarding the Private Attorneys General Act Settlement Agreement ("Settlement" or "Settlement Agreement"); having reviewed the records in the Action; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. The Settlement Agreement is hereby accepted and approved;

2. The Plaintiff, Aggrieved Employees, and PAGA Counsel shall have, by operation of this Order and Judgment, fully, finally, and forever released, relinquished, and discharged the Released Parties from the Released PAGA Claims during the PAGA Period as follows.

- a. **"Released Parties"** means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. *Settlement*, § 1.26.
- b. **Plaintiff's Release:** Effective on the date Defendant fully funds the entire Gross Settlement Amount in accordance with Paragraph 4.3 [of the Settlement Agreement], Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including all claims that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, and all claims that arise out of the same operative facts as alleged in the Operative Complaint and the PAGA Notice, including claims for civil penalties under the PAGA for violations of the Labor Code based on Defendant's failure to pay all wages due (including minimum wages, straight time wages, regular rate wages, and

1 overtime wages), failure to provide compliant meal periods, failure to
2 authorize and permit compliant rest periods, failure to provide accurate and
3 itemized wage statements, failure to timely pay all wages due during
4 employment and at the time of termination, failure to reimburse employees
5 for all business-related expenses, and all damages, interest, penalties,
6 attorneys' fees, costs, and other amounts recoverable under said
7 representative causes of action under California law, to the extent
8 permissible. *Settlement*, § 5.1.

- 9 c. **Release by Aggrieved Employees:** Effective on the date Defendant fully
10 funds the entire Gross Settlement Amount in accordance with Paragraph 4.3
11 [of the Settlement Agreement], all Aggrieved Employees are deemed to
12 release, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, the Released Parties from all claims for PAGA penalties that
15 occurred during the PAGA Period, including all claims that were alleged, or
16 reasonably could have been alleged, based on the facts stated in the
17 Operative Complaint and the PAGA Notice, including claims for civil
18 penalties under the PAGA for violations of the Labor Code based on
19 Defendant's failure to pay all wages due (including minimum wages,
20 straight time wages, regular rate wages, and overtime wages), failure to
21 provide compliant meal periods, failure to authorize and permit compliant
22 rest periods, failure to provide accurate and itemized wage statements,
23 failure to timely pay all wages due during employment and at the time of
24 termination, failure to reimburse employees for all business-related
25 expenses, and all damages, interest, penalties, attorneys' fees, costs, and
26 other amounts recoverable under said representative causes of action under
27 California law, to the extent permissible. *Settlement*, § 5.2.

- 1 d. **Release by PAGA Counsel:** Effective on the date Defendant fully funds the
2 entire Gross Settlement Amount, PAGA Counsel are deemed to release, on
3 behalf of their present and former attorneys, employees, agents, successors
4 and assigns, the Released Parties from all claims for attorneys’ fees incurred
5 in connection with the Operative Complaint and the PAGA Period facts
6 stated in the Operative Complaint and the PAGA Notice. *Settlement*, § 5.3.
- 7 e. **Funding of Gross Settlement Amount.** Defendant shall fully fund the
8 Gross Settlement Amount by transmitting the funds to the Administrator no
9 later than fourteen (14) days after the Effective Date. *Settlement*, § 4.3.
- 10 f. **“Effective Date”** means the date both of the following have occurred: (a)
11 the Court enters a Judgment on its Order Granting Approval of the
12 Settlement and (b) the Judgment is final. The Judgment is final on the latest
13 of the following occurrences: (a) if no objections are filed to the Settlement
14 or if all objections are withdrawn prior to the Court ruling on them, the day
15 the Court enters Judgment; or (b) if objections are filed and overruled and no
16 appeal is taken from the order approving the Settlement, sixty-one (61) days
17 after the date of entry of the settlement approval order; or (c) if a timely
18 appeal is made, ten (10) business days after the final resolution of that appeal
19 if the appeal is rejected, the Settlement is upheld, and the Settlement
20 approval order is no longer subject to further judicial review. *Settlement*, §
21 1.9. The Settlement Agreement is not an admission by Defendant, nor is this
22 Order and Judgment a finding of the validity of any allegations or of any
23 wrongdoing by Defendant. Further, the Settlement Agreement, or any
24 action taken to carry out the Settlement Agreement, and this Order and
25 Judgment, including any document referred to herein, shall not be used as an
26 admission of any fault, wrongdoing, omission, concession, or liability
27 whatsoever by or against Defendant. *Settlement*, § 1.9.
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1 3. Defendant shall pay the Labor and Workforce Development Agency (“LWDA”),
2 Aggrieved Employees, PAGA Counsel, Plaintiff, and Administrator pursuant to the terms of the
3 Settlement Agreement:

- 4 (a) A payment in the amount of \$237,656.00, payable to the LWDA for civil
5 penalties, pursuant to PAGA;
- 6 (b) A payment in the amount of \$79,218.67, payable to the Aggrieved
7 Employees on a pro rata basis for civil penalties, pursuant to PAGA;
- 8 (c) An award of \$175,000.00, payable to PAGA Counsel, for reasonable
9 attorney’s fees, pursuant to PAGA;
- 10 (d) An award of \$17,775.33, payable to PAGA Counsel, for reasonable
11 attorney’s costs, pursuant to PAGA;
- 12 (e) An award of \$10,000.00, payable to the PAGA Representative, for his
13 general release and work in litigating the Action; and
- 14 (f) A payment in the amount of \$5,350.00, payable to the Administrator, for
15 settlement administration costs.

16 4. PAGA Counsel shall be Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik
17 of Moon Law Group, P.C.

18 5. The Notice attached to the Settlement Agreement as *Exhibit A* is approved and to be
19 sent to Aggrieved Employees along with their respective Individual PAGA Payment checks.

20 6. This Action is dismissed with prejudice.

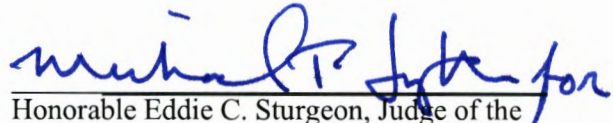
21 7. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
22 (10) calendar days after entry of the Order and Judgment.

23 8. This Court shall retain exclusive jurisdiction, pursuant to *California Code of Civil*
24 *Procedure* section 664.6, over the Action, the Parties, and the Aggrieved Employees to the fullest
25 extent necessary to interpret, enforce, administer, and effectuate the terms and intent of the
26 Settlement Agreement and this Order and Judgment.

1 9. The Court sets a Status Conference Re: Final Accounting for _____, 2024. At
2 least five (5) court days prior to the hearing, Plaintiff shall submit a final report including the actual
3 amounts paid to Aggrieved Employees, the other amounts distributed under the Settlement
4 Agreement, and the amounts tendered to the State of California, Unclaimed Property Division.

5 **IT IS SO ORDERED.**

6 Dated: February 23, 2024


Honorable Eddie C. Sturgeon, Judge of the
San Diego County Superior Court

Judge Michael T. Smyth

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, California 90017. On **February 16, 2024**, I served the foregoing document described as:

X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Facsimile: 949 725 4100

[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed this **February 16, 2024** at Los Angeles, California.

ma.



Signature