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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JESSE YELLAND, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

WAYNE GOSSETT FORD, INC. dba ENCINITAS FORD; and DOES 1 through 25, inclusive,

Defendants.

Case No. 25CU012284N
[Related Case No. 25CU000425N]

Honorable Daniel Segura
Department N-28

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS

Reservation No.:	**106265**
Date:	March 5, 2027
Time:	9:30 a.m.
Dept.:	N-28
Complaint Filed:	March 10, 2025
Trial Date:	Not Set

[PROPOSED] ORDER AND JUDGMENT

On March 5, 2027 at 9:30 a.m. in Department N-28 of the above-entitled Court, located at North County Regional Center, 325 South Melrose Drive, Vista, California 92081, Plaintiff Jesse Yelland's ("Plaintiff") Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Daniel Segura. Blackstone Law, APC appeared on behalf of Plaintiff, and Fisher & Phillips LLP appeared on behalf of Defendant Wayne Gossett Ford, Inc. dba Encinitas Ford ("**Defendant**").

Plaintiff and Defendant (together, the "**Parties**") have executed the Private Attorneys General Act Settlement Agreement and Release ("**Settlement**," "**Agreement**," or "**Settlement Agreement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.

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

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").

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5. The individuals covered under the Settlement consist of the following: "All individuals who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period" ("**Aggrieved Employees**"). The "**PAGA Period**" is defined as the period from January 2, 2024 to June 16, 2026.

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

7. Pursuant to California Labor Code section 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("**Net Settlement Amount**"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which shall be the Gross Settlement Amount ($180,000.00) less the approved Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs to Apex Class Action LLC ("**Settlement Administrator**"). Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the LWDA ("**LWDA Payment**") and thirty-five percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("**Employees' Portion**") in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of $63,000.00 to Plaintiff's Counsel for attorneys' fees, subject to Section 3(a)(6) of the Settlement Agreement. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $19,271.61 to Plaintiff's Counsel for reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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11. The Court approves the payment in the amount of $7,500.00 to Plaintiff for an Enhancement Payment. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of $4,390.00 to the Settlement Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. No later than fourteen (14) calendar days of this Order and Judgment, Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees containing each Aggrieved Employee's (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period (collectively, "**Aggrieved Employees List**").

15. Within twenty-one (21) calendar days of this Order and Judgment, Defendant will transmit the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

16. No later than ten (10) business days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments, the LWDA Payment, the Enhancement Payment, the Settlement Administration Costs, and the Attorneys' Fees and Costs.

17. Each Individual PAGA Payment check will be valid and negotiable for one hundred eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at

issue and in the amount of their respective Individual PAGA Payment(s).

18. If the actual number of Pay Periods is more than ten percent (10%) above 3,922, the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 4,314 Pay Periods.

19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

20. Upon the date of this Order and Judgment and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "**Released Parties**") from any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., for Defendant's alleged failure to pay overtime and minimum wages, provide one day's rest in seven, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide proper sick leave, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 245-249, including 246(i) and 246.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, "**Released Claims**").

21. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(s)(3).

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22. A Compliance Hearing is set for _____ at _____ in Department N-28 located at North County Regional Center, 325 South Melrose Drive, Vista, California 92081. A declaration regarding the status of the distribution of the settlement funds is due to be filed no later than _____ .

IT IS SO ORDERED.

Dated: _____

_____
Honorable Daniel Segura
Judge of the Superior Court

EXHIBIT 1

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Jesse Yelland v. Wayne Gossett Ford, Inc. dba Encinitas Ford*, San Diego County Superior Court Case No. 25CU012284N

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Jesse Yelland v. Wayne Gossett Ford, Inc.*, San Diego County Superior Court Case No. 25CU012284N ("Action").

The lawsuit was filed on March 10, 2025 by Jesse Yelland ("Plaintiff") against his former employer Wayne Gossett Ford, Inc. dba Encinitas Ford ("Defendant"), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on January 2, 2025, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1070442-25 ("PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant, but Defendant did not and does not admit any liability.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all individuals who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period ("Aggrieved Employees"). The period January 2, 2024 to June 16, 2026 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

> "Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.
>
> "Released Claims" means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., for Defendant's alleged failure to pay overtime and minimum wages, provide one day's rest in seven, provide compliant meal and rest periods and

associated premium payments, timely pay wages during employment and upon termination, provide proper sick leave, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 245-249, including 246(i) and 246.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].