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Attorneys for Defendants,
MOSS BROS. AUTO GROUP, INC., MOSS BROS. CJD, INC., and J.A. MOSS, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CAROLINA OLGUIN, individually and in a
representative capacity;

Plaintiff,

vs.

MOSS BROS. AUTO GROUP, INC. a
California Corporation; MOSS BROS. CJD,
INC., a California Corporation; J.A. MOSS,
INC., a California Corporation; and DOES 1
through 10, inclusive.

Defendants.

Case No. CIVSB2413796

Assigned For All Purposes To:
Judge Jay H. Robinson
Dept. S35

**STIPULATION AND AGREEMENT
FOR PAGA SETTLEMENT**

Complaint Filed: April 22, 2024
First Am. Complaint Filed: Dec. 3, 2025

RECITALS

A. This Stipulation And Agreement For PAGA Settlement (the “Settlement Agreement”) is made for the sole purpose of attempting to consummate settlement in this case on a group-wide basis and is made in compromise of disputed claims. Because this is a settlement of claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698-2699.8 (“PAGA”), this Settlement Agreement must receive approval by the Court.

B. On February 16, 2024, Plaintiff Carolina Olguin (“Plaintiff”) submitted a notice (“PAGA Notice”) to the Labor & Workforce Development Agency (“LWDA”) under PAGA regarding alleged wage-and-hour violations purportedly committed by MOSS BROS. AUTO GROUP, INC. and MOSS BROS. CJD, INC. (“Moss Bros. Defendants”).

C. On April 22, 2024, Plaintiff filed a civil rights and PAGA lawsuit against the Moss Bros. Defendants, and an individual named Jose Rodriguez, in San Bernardino County Superior Court, assigned Case No. CIVSB2413796 (the “Action”).

D. In August 2024, the Moss. Bros. Defendants, along with Petitioner J.A. Moss, Inc. (“Petitioner”), filed a petition to compel arbitration and stay proceedings (“Motion To Compel Arbitration”) in the Action.

E. Plaintiff, the Moss Bros. Defendants, and Petitioner are collectively referred to herein as the “Parties” and individually as a “Party.” The Moss Bros. Defendants and Petitioner are collectively referred to herein as the “Defendants.”

F. Ultimately, by stipulation, the Motion To Compel Arbitration was withdrawn and the Parties agreed to attempt to resolve the Action through a private mediation.

G. On July 24, 2025, the Parties participated in mediation with the Honorable Howard R. Broadman (Ret.), which was successful, and which ultimately resulted in an accepted mediator’s proposal (“Resolution”).

H. In August 2025, consistent with the Resolution, the Parties prepared and executed a memorandum of understanding (“MOU”).

I. On September 16, 2025, consistent with the Resolution and MOU, Plaintiff submitted an Amendment To PAGA Notice to the LWDA, which included additional

1 theories of PAGA liability that were mediated but not yet expressly pleaded.

2 J. On December 3, 2025, consistent with the Resolution and MOU, Plaintiff filed
3 a first amended complaint in the Action against Defendants, which is the operative pleading.

4 K. The Parties enter into this Settlement Agreement on a conditional basis. In the
5 event the Court does not approve this Settlement Agreement, the Settlement will be deemed
6 null and void *ab initio*, and will be of no force or effect whatsoever, and will not be referred
7 to or utilized for any purpose whatsoever.

8 L. Defendants deny all of Plaintiff's claims as to liability and penalties and do
9 not waive, but rather expressly reserve, all rights to challenge all such claims and allegations
10 upon all legal, procedural and factual grounds should this Settlement Agreement not receive
11 Court approval. The signing by the Defendants of this Settlement Agreement will not be
12 deemed to be an admission of any wrongdoing or unlawful action by any of them.

13 The Parties stipulate and agree to the following terms of this Settlement Agreement
14 with the intent that this Settlement Agreement fully and finally dispose of the Action:

15 **DEFINITION OF SETTLEMENT TERMS**

16 **1. Definitions.**

17 A. "Action" means the lawsuit on file herein, *Olguin v. Moss Bros. CJD, Inc, et*
18 *al.*, assigned San Bernardino County Superior Court Case No. CIVSB2413796.

19 B. "Agreement," "Settlement Agreement," and "Settlement" means this
20 Stipulation And Agreement For PAGA Settlement, which the Parties acknowledge sets forth
21 all material terms and conditions of the settlement between them, and which is subject to
22 Court approval.

23 C. "Complaint" means the First Amended Complaint filed on December 3, 2025
24 in this Action. The term Complaint includes Plaintiff's initial PAGA Notice to the LWDA,
25 and Plaintiff's Amendment To PAGA Notice to the LWDA, both of which are attached to
26 the Complaint as exhibits.

27 D. "Court" means the San Bernardino County Superior Court.

28 E. "Defendants" mean Moss Bros. Auto Group, Inc., Moss Bros. CJD, Inc., and

1 J.A. Moss, Inc.

2 **F. “Distribution List”** means the list of names, last known residential addresses,
3 employee ID numbers, and social security numbers of PAGA Group Members for whom
4 Defendants possess such information. The Distribution List will also contain the start and
5 end dates of employment for each PAGA Group Member during the PAGA Period, indicate
6 the frequency with which they were paid during the PAGA Period (whether weekly, bi-
7 weekly, semi-monthly, or otherwise), and indicate whether the PAGA Group Member was
8 separated during the PAGA Period, in order for the Settlement Administrator to calculate
9 and verify the accurate number of pay periods to be credited to each PAGA Group Member.

10 **G. “Effective Settlement Date”** means the later of the following: (a) if no one
11 objects to the Settlement, then the Effective Settlement Date shall be the date the Court files
12 the signed Order Approving The PAGA Settlement; (b) if someone objects to the Settlement,
13 then all of Defendant’s obligations under this Agreement shall be stayed until the time for
14 seeking an appeal from, review of, or writ relating to the Order has passed (60 days from the
15 Order Approving The PAGA Settlement), which date shall then be the Effective Settlement
16 Date if no appeal, review or writ is sought; or (c) if an appeal, review or writ from the Order
17 is sought, the Effective Settlement Date shall be the day the Order is affirmed or the appeal,
18 review or writ is dismissed or denied, and the Order is no longer subject to further appellate
19 challenges or procedures.

20 **H. “Gross Settlement Amount,” “Gross Settlement Fund,” or “Common**
21 **Fund”** means the amount of Five Hundred Thousand Dollars And Zero Cents (\$500,000.00).
22 The Gross Settlement Amount is an all-inclusive amount, including any Settlement
23 Administrator Costs as approved by the Court, attorney’s fees and costs to Plaintiff’s
24 Counsel as approved by the Court, the Service Award to Plaintiff as approved by the Court,
25 and the PAGA Payment as approved by the Court. This Settlement is a cash settlement.
26 This Settlement is not a claims-made settlement. No portion of the Gross Settlement
27 Amount will be retained by, or revert to, Defendants. The Gross Settlement Amount is
28 subject to increase as set forth in Section 14 of this Settlement.

1 **I. “Individual Payment(s)” or “Individual Settlement Payment(s)”** means the
2 amount to be paid to each PAGA Group Member under this Settlement.

3 **J. “LWDA Payment”** means the amount to be paid to the Labor & Workforce
4 Development Agency (“LWDA”) under this Settlement.

5 **K. “Moss Bros. Dealership Location(s) in California”** means all of the
6 following dealership locations, and includes any service and/or collision repair center at
7 these dealership locations:

8 Moss Bros. Chrysler Dodge Jeep Ram Riverside
9 8151 Auto Dr.
10 Riverside, CA 92504-4103

11 Moss Bros. Chrysler Dodge Jeep Ram San Bernardino
12 1100 S. “E” Street
13 San Bernardino, CA 92408-1915

14 Moss Bros. Chevrolet Of Moreno Valley
15 12625 Auto Mall Dr.
16 Moreno Valley, CA 92555-4408

17 Moss Bros. Buick-GMC Of Moreno Valley
18 12675 Auto Mall Dr.
19 Moreno Valley, CA 92555-4408

20 Moss Bros. Chrysler Dodge Jeep Ram Moreno Valley
21 27810 Eucalyptus Ave.
22 Moreno Valley, CA 92555-4402

23 MVP Cars
24 1930 W. Valley Blvd
25 Colton, CA 92324

26 Moss Bros. Honda Of Moreno Valley
27 27990 Eucalyptus Ave.
28 Moreno Valley, CA 92555-4400

Moss Bros. Toyota
 12630 Motor Way
 Moreno Valley, CA 92555-4404

Moss Bros. Volkswagen of Moreno Valley
 27750 Eucalyptus Ave.
 Moreno Valley, CA 92555-4412

1 **L. “Motion For Approval”** means a motion filed by Plaintiff’s Counsel seeking
2 approval of this Settlement in Court.

3 **M. “Net Settlement Amount” or “Net Common Fund”** means the portion of the
4 Gross Settlement Amount that is allocated for the PAGA Payment. The Net Settlement
5 Amount shall be the Gross Settlement Amount less (i) the Settlement Administrator Costs,
6 as awarded by the Court, (ii) the attorney’s fees and costs to Plaintiff’s Counsel, as awarded
7 by the Court, and (iii) the Service Award to Plaintiff, as awarded by the Court.

8 **N. “Notice Of PAGA Settlement” or “Notice Of Settlement”** means a notice
9 entitled “Notice Of PAGA Settlement,” in the form substantially similar to that attached
10 hereto as Exhibit A.

11 **O. “Order Approving The PAGA Settlement” or “Order”** means an order in
12 the form substantially similar to that attached hereto as Exhibit B.

13 **P. “PAGA Group” or “PAGA Group Members”** means any individual who is
14 or previously was employed at any Moss Bros. Dealership Location in California as a non-
15 exempt employee at any time during the PAGA Period.

16 **Q. “PAGA Payment”** means the portion of the Gross Settlement Amount which
17 will be paid pursuant to the provisions of PAGA. The PAGA Payment shall equal the Net
18 Settlement Amount.

19 **R. “PAGA Period”** means the period of time from February 16, 2023, through
20 and including October 31, 2025.

21 **S. “Plaintiff”** means the named plaintiff, Carolina Qlguin. Plaintiff is a PAGA
22 Group Member under this Settlement. Plaintiff is also known as Carolina Flores.

23 **T. “Plaintiff’s Counsel”** means John M. Scheppach of Scheppach Bauer PC and
24 Charles T. Sweeny of Sweeny Law, PC.

25 **U. “Released Claims”** means all known and unknown claims for civil penalties
26 under the Private Attorneys General Act of 2004 (“PAGA”), and any associated costs and
27 attorney’s fees under PAGA, which are alleged in the Complaint, or which could have been
28 asserted based on the facts alleged in the Complaint, including PAGA civil penalty claims

1 for unlawful deduction and deferral of wages, unpaid wages, off-the-clock work, unpaid
2 minimum wages, unpaid overtime, unpaid double-time, incorrect calculation of the regular
3 rate, deficient sick leave payouts, failure to provide legally-compliant meal periods, failure
4 to pay or properly compute meal period premiums, failure to provide legally-compliant rest
5 periods, failure to pay or properly compute rest period premiums, failure to pay all wages
6 owed during employment, failure to pay all wages owed upon separation from employment,
7 unreimbursed expenses, illegal agreements, failure to maintain accurate records, violation
8 of the California Labor Code (including §§ 201, 202, 203, 204, 207, 208, 212, 218, 223, 224,
9 226, 226.3, 226.7, 232, 233, 232.5, 246, 246.5, 256, 432.5, 510, 511, 512, 558, 1174, 1174.5,
10 1194, 1197, 1197.1, 1198, 1199, and 2802), and PAGA civil penalty claims for violation of
11 all similar provisions of the California Industrial Welfare Commission Wage Orders, which
12 the PAGA Group and/or any PAGA Group Member has ever had, or hereafter may claim to
13 have, for the PAGA Period.

14 **V. “Released Parties”** means Defendants (including Moss Bros. Auto Group,
15 Inc., Moss Bros. CJD, Inc., and J.A. Moss, Inc.), each of Defendants’ parents, subsidiaries,
16 and affiliates, including any entity who operates or assists in operating the Moss. Bros.
17 Dealership Locations in California (including Moss Bros. Chevrolet, Inc., Moss Bros.
18 German, Inc., Moss Bros. GMC, Inc., Moss Bros. Hon, Inc., Moss Bros. Toy, Inc., Moss
19 Bros., Inc., and MVP Cars, Inc), and all of their predecessors, successors, assigns, owners,
20 shareholders, members, officers, directors, employees, agents, insurers, and attorneys.

21 **W. “Service Award” or “Enhancement”** means the portion of the Gross
22 Settlement Amount awarded by the Court and paid to the Plaintiff for her service and risk in
23 connection with being the PAGA representative in this Action.

24 **X. “Settlement Administrator”** means Atticus Administration LLC.

25 **Y. “Settlement Administrator Costs”** means the costs of the Settlement
26 Administrator to administer this Settlement, currently estimated at \$8,000.

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SETTLEMENT AMOUNT

2. Settlement Chart.

The following settlement chart is intended solely for the convenience of the Court:

<u>Settlement Fund Allocation</u>	
Gross Settlement Amount	\$500,000
Attorney's Fees And Costs (As Awarded by the Court)	\$175,000 (Attorney's Fees) \$17,500 (Costs)
Service Award To Plaintiff (As Awarded by the Court)	\$5,000
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$8,000
PAGA Payment (Net Settlement Amount)	\$294,500 (75% to the LWDA) (25% to the PAGA Group)

3. Resolution Of The Action.

Subject to the terms and conditions set forth in this Agreement and approval of the Court, this Settlement shall resolve, settle, and compromise the Released Claims. Upon the occurrence of the Effective Settlement Date, and after all conditions precedent have occurred as set forth in this Agreement, the Settlement Administrator will cause to be made all disbursements required by this Settlement Agreement in accordance with its terms.

4. The Gross Settlement Amount.

On a non-reversionary basis, Defendants have agreed to pay Five Hundred Thousand Dollars And Zero Cents (\$500,000.00) as the Gross Settlement Amount. In no event shall any part of the Gross Settlement Amount revert to Defendants. The Gross Settlement Amount is subject to increase pursuant to Section 14 of this Agreement.

5. Net Settlement Amount.

A. The Net Settlement Amount will be approximately Two Hundred Ninety-Four Thousand Five Dollars (\$294,500).

B. Pursuant to the provisions of PAGA, seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (yielding the LWDA Payment) and

1 twenty-five percent (25%) of the Net Settlement Amount will be shared by the PAGA Group
2 Members (yielding the Individual Settlement Payments). If the Court requires a different
3 allocation of the Net Settlement Amount, that different allocation will be followed.

4 C. Subject to the conditions of this Agreement, each PAGA Group Member shall
5 be entitled to an Individual Settlement Payment. Individual Settlement Payments shall not
6 count as earnings or compensation with respect to any benefit plans (e.g., 401(k) plan,
7 retirement plan, etc.) available to Defendants' employees.

8 D. Individual Settlement Payments will be paid to each PAGA Group Member
9 *pro rata* based on the number of pay periods credited to the PAGA Group Member during
10 the PAGA Period in relation to the pay periods credited to the entirety of the PAGA Group
11 during the PAGA Period.

12 E. Example: If PAGA Group Member A is credited with 80 pay periods, and all
13 PAGA Group Members are credited with a combined total of 40,000 pay periods, then
14 PAGA Group Member A's Individual Settlement Payment would be calculated as follows:

- 15 i. $80 \text{ pay periods for PAGA Group Member A} \div 40,000 \text{ pay periods}$
16 $\text{worked for all PAGA Group Members} = 0.2\%$.
- 17 ii. The amount available for distribution as Individual Settlement
18 Payments to PAGA Group Members is \$73,625 (25% of the Net
19 Common Fund).
- 20 iii. PAGA Group Member A is entitled to a gross Individual Settlement
21 Payment that is 0.2% of the \$73,625, which equals \$174.25 ($.002 \times$
22 $\$73,625$).

23 F. For purposes of calculating Individual Settlement Payments, each PAGA
24 Group Member will be credited with the total pay periods worked by the individual PAGA
25 Group Member at a Moss Bros. Dealership Location as a non-exempt employee during the
26 PAGA Period. Defendants' records shall be presumed correct for determining the number
27 of pay periods worked for each PAGA Group Member during the PAGA Period.

28 G. Any PAGA Group Member whose employment was terminated voluntarily or

1 involuntarily at any time during the PAGA Period shall be credited with one (1) additional
2 pay period as consideration for the release of the PAGA penalties related to Labor Code
3 sections 201, 202, and 203 which pertain to separations from employment.

4 H. The Settlement Administrator will issue to each PAGA Group Member a Form
5 1099 for the entirety of their Individual Settlement Payment. No portion of the Individual
6 Settlement Payments will be allocated to W-2 wages.

7 I. Individual Settlement Payment checks will be void after 180 days from the
8 date of issuance. This Settlement is a non-reversionary cash settlement. Thus, any
9 unclaimed/uncashed Individual Settlement Payment checks will not revert back to
10 Defendant, but instead will escheat to the State of California, Unclaimed Property Division,
11 in the name of the corresponding PAGA Group Member.

12 **6. Named Plaintiff Service Award (Enhancement).**

13 A. Through the Motion For Approval, Plaintiff's Counsel will request an award
14 of an individual Enhancement -- also referred to as a Service Award -- to the Plaintiff in the
15 amount of \$5,000. The Enhancement is to compensate Plaintiff for her service and risk in
16 connection with pursuing claims under PAGA in the Action.

17 B. Any Enhancement awarded by the Court will not be treated as wages. Plaintiff
18 will receive an individual Form 1099 relating to such payment. The Enhancement will not
19 count as earnings or compensation for purposes of any benefit plans (e.g., 401(k) plan,
20 retirement plan, etc.) sponsored by Defendants.

21 C. Defendants and their counsel will not object to a request for approval of such
22 Enhancement, provided the requested Enhancement does not exceed \$5,000. Any portion
23 of the Enhancement not approved by the Court will be included in the Net Settlement
24 Amount.

25 D. The Enhancement is in addition to the Individual Settlement Payment
26 allocated to Plaintiff under this Settlement. Plaintiff agrees that she will not object to the
27 Settlement.
28

1 **7. Plaintiff's Counsel's Attorney's Fees And Costs.**

2 A. Through the Motion For Approval, Plaintiff's Counsel will request an award
3 of thirty-five percent (35%) of the Gross Settlement Amount, totaling One Hundred And
4 Seventy-Five Thousand Dollars And Zero Cents (\$175,000), for attorney's fees, and an
5 amount not to exceed Seventeen Thousand Five Hundred Dollars And Zero Cents
6 (\$17,500.00) for costs. If the Gross Settlement Amount is increased pursuant to Section 14
7 of this Agreement, Plaintiff's Counsel will request an award of attorney's fees of thirty-five
8 percent (35%) of the total Gross Settlement Amount as so increased.

9 B. Defendants and their counsel will not object to Plaintiff's Counsel's request
10 for an award of attorney's fees and costs, provided the requested amounts do not exceed
11 those stated above. Any attorney's fees/costs amount not approved by the Court will be
12 included in the Net Settlement Amount.

13 C. Plaintiff's Counsel have agreed to share the attorneys' fees awarded by the
14 Court, 50% to Scheppach Bauer, PC and 50% to Sweeny Law, P.C., which is also reflected
15 in the Order Granting Approval To The PAGA Settlement.

16 **8. Costs Of Settlement Administration.**

17 The Settlement Administrator Costs are estimated at \$8,000 and will be paid from the
18 Gross Settlement Amount. The Net Settlement Amount payable to the LWDA and PAGA
19 Group Members will increase or decrease by any amounts less or more than \$8,000 should
20 the actual awarded Settlement Administrator Costs total less or more than \$8,000. Unless
21 the total number of PAGA Group Members ultimately exceeds 1,600, or the Notice Of
22 PAGA Settlement increases in page count due to changes required or suggested by the Court,
23 then the Settlement Administrator Costs shall not exceed \$8,000.

24 **9. Payment To The LWDA.**

25 The LWDA will be paid 75% of the Net Settlement Amount pursuant to the
26 provisions of PAGA. If the Court requires a different allocation, that different allocation
27 will be followed.

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1 **RELEASE BY PAGA GROUP MEMBERS**

2 **10. Terms Of Release.**

3 In exchange for the consideration recited in this Settlement Agreement, and by
4 operation of the Order Approving The PAGA Settlement, Plaintiff, all PAGA Group
5 Members, and the LWDA, will and hereby do forever release, waive, acquit and discharge
6 the Released Parties from the Released Claims.

7 **11. Parties' Contentions.**

8 In entering into this Agreement, Defendants deny any liability or wrongdoing of any
9 kind associated with the claims alleged in the Action. Defendants contend, among other
10 things, that they complied with the California Labor Code and the applicable IWC Wage
11 Orders. In entering into this Agreement, Plaintiff believes she has filed a meritorious action.

12 **12. Settlement is Fair, Reasonable, And Adequate.**

13 Plaintiff and her counsel are of the opinion that the terms set forth in this Agreement
14 are fair, reasonable, and adequate in light of all known facts and circumstances, including
15 the risk of significant delay, defenses asserted by Defendants, and numerous potential
16 appellate issues. Defendants and their counsel also agree that this Agreement is fair,
17 reasonable, and adequate under the circumstances.

18 **SETTLEMENT APPROVAL AND PAYMENT PROCEDURES**

19 **13. Request For Approval.**

20 The Parties will cooperate in requesting approval of this Settlement Agreement by
21 the Court, including a determination by the Court that this Settlement is fair, reasonable, and
22 adequate, and obtaining Court approval of the proposed Notice Of Settlement (Exhibit A),
23 the proposed Order (Exhibit B), and any other documents necessary to implement this
24 Settlement. Plaintiff shall file a Motion For Approval of this Settlement in Court.

25 **14. Verification Of Pay Periods And Total Number Of PAGA Group Members.**

26 A. Within fourteen (14) calendar days of full execution of this Agreement,
27 Defendants will provide the Distribution List to the Settlement Administrator.

28 B. The Distribution List, and any other data provided by Defendants to the

1 Settlement Administrator, shall be treated as confidential and shall not be used by the
2 Settlement Administrator for any purpose other than as permitted by this Agreement.
3 Further, the Settlement Administrator shall use commercially reasonable efforts to secure
4 the data provided by Defendants at all times so as to avoid inadvertent or unauthorized
5 disclosure or use of such data other than as permitted by this Agreement.

6 C. Defendants have represented that, from the beginning of the PAGA Period
7 through August 31, 2025 (the "Escalator Clause Period"), the PAGA Group Members
8 worked an estimated 40,000 total collective pay periods. If, for the Escalator Clause Period,
9 the actual number of pay periods exceed this estimate by more than 10% (i.e., if there are
10 more than 44,000 pay periods during the Escalator Clause Period), then the Gross Settlement
11 Amount shall increase on a proportional basis above the 10% threshold. For example, if
12 there is 12% increase in the number of pay periods worked in the Escalator Clause Period
13 above the estimated 40,000 pay periods, the Gross Settlement Amount shall increase by 2%.

14 E. Actual pay periods worked by the PAGA Group Members during the PAGA
15 Period shall be determined by the Settlement Administrator within seven (7) days after
16 receiving the Distribution List, and said calculation of pay periods will be deemed
17 determinative. The Settlement Administrator will report its pay period calculations via
18 email to counsel for the Parties within seven (7) days of receiving the Distribution List ("Pay
19 Period Report"). The Pay Period Report shall also specify the total number of PAGA Group
20 Members.

21 G. For purposes of this Section 14, the extra pay period credit provided to
22 separated PAGA Group Members under this Agreement shall not be considered. The extra
23 pay period credit provided to separated PAGA Group Members under this Agreement shall
24 be disregarded by the Settlement Administrator when preparing the Pay Period Report.

25 H. The Settlement Administrator may provide a copy of the Distribution List to
26 Plaintiff's Counsel so long as the names and contact information of PAGA Group Members
27 is not provided to Plaintiff's Counsel (with the exception of the name and contact
28 information of the Plaintiff herself).

1 **15. Preparation For Issuance Of Settlement Payments.**

2 A. Within seven (7) calendar days after the Court files its signed Order
3 Approving The PAGA Settlement, the Settlement Administrator will update all the
4 addresses of the PAGA Group Members in the Distribution List using the National Change
5 of Address System (NCOA).

6 B. Within twenty-one (21) calendar days after the Court files its signed Order
7 Approving The PAGA Settlement, the Settlement Administrator will calculate the
8 Individual Settlement Amounts for each PAGA Group Member in accordance with this
9 Settlement.

10 C. Because this is a PAGA-only settlement, there will not be an opt-out period or
11 opportunity. (*Robinson v. Southern Counties Oil Company* (2020) 53 Cal.App.5th 476, 482.)

12 **16. Settlement Funding, Settlement Payments, And Notice Of The Settlement.**

13 A. Within thirty (30) calendar days of the Effective Settlement Date, Defendants
14 will pay to the Settlement Administrator the Common Fund (the "Funding Date"). Five (5)
15 business days after the Funding Date will be known as the "Payment Date."

16 B. On the Payment Date, the Settlement Administrator will prepare and mail
17 settlement checks to each PAGA Group Member in the amount of his or her Individual
18 Settlement Payment. Each mailing will be accompanied by the Notice Of Settlement. The
19 envelope in which the Notice Of Settlement is mailed will clearly indicate that it concerns a
20 representative action and the recipient could be entitled to a cash payment.

21 C. The settlement checks to PAGA Group Members will indicate on their face
22 that they are void if not negotiated within one hundred and eighty (180) days of their
23 issuance. In the event a settlement check is returned to the Settlement Administrator with a
24 forwarding address, the settlement check will be forwarded to the forwarding address. In
25 the event a settlement check is returned to the Settlement Administrator without a forwarding
26 address or is otherwise undeliverable, the Settlement Administrator will use reasonable
27 efforts to search for a better address and re-mail the returned check, if possible. If the search
28 does not provide a better address, or the settlement check is ultimately returned without a

1 forwarding address, neither Defendants, nor Plaintiff's Counsel, nor the Settlement
2 Administrator shall be required to take further action to achieve delivery of the check to the
3 PAGA Group Member. If, within that 180-day period, the PAGA Group Member contacts
4 the Settlement Administrator, or if Plaintiff's Counsel does so on his or her behalf, the
5 settlement check will be reissued and mailed to the address the PAGA Group Member (or
6 Plaintiff's Counsel) provides. Any such reissued settlement checks will indicate on their
7 face that they are void if not negotiated within one hundred and eighty (180) days of their
8 issuance.

9 D. The Settlement Administrator shall ensure that the Notice Of Settlement and
10 any other communications to the PAGA Group Members shall not include the PAGA Group
11 Members' social security number, except for the last four digits.

12 E. Any uncashed settlement checks will escheat to the State of California,
13 Unclaimed Property Division, in the name of the corresponding PAGA Group Member who
14 did not endorse his/her settlement check.

15 F. After the check-cashing period, the Settlement Administrator shall notify
16 Plaintiff's Counsel and Defendants' counsel of the number of uncashed settlement checks,
17 and the monetary amount of the same. The Settlement Administrator shall also provide a
18 declaration which includes this information and which otherwise confirms the successful
19 mailing of the settlement checks and Notice Of Settlement to the PAGA Group Members.

20 G. On the Payment Date, the Settlement Administrator will pay from the
21 Common Fund to Plaintiff's Counsel its Court-approved attorney's fees and costs. Such
22 payment may be made by check, wire transfer, or ACH, as Plaintiffs' Counsel may direct.

23 H. On the Payment Date, the Settlement Administrator will pay from the
24 Common Fund the LWDA's portion of the Net Settlement Amount by sending the LWDA
25 a check for its portion.

26 I. On the Payment Date, the Settlement Administrator will pay itself from the
27 Common Fund its court-approved Settlement Administration Costs.

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1 **17. Deadlines.**

2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State Court
3 holiday, the deadline will be automatically extended to the next regular business day. Unless
4 otherwise specified herein, all references to “days” shall mean calendar days. A “business
5 day” in this Settlement means any day of the week from and including Monday through
6 Friday but does not include weekends, federal holidays, or state-court holidays.

7 **CONTINUING JURISDICTION OF THE COURT**

8 **18. Continuing Jurisdiction.**

9 After the Order Approving The PAGA Settlement and notwithstanding it, and
10 pursuant to California Code of Civil Procedure § 664.6, the Court will have and retain
11 continuing jurisdiction over the Action and over all PAGA Group Members to the fullest
12 extent necessary or convenient to enforce and effectuate the terms and intent of this
13 Settlement Agreement and all matters provided for in it, and to interpret it.

14 **MUTUAL COOPERATION**

15 **19. Cooperation Obligations.**

16 The Parties will fully cooperate with each other to accomplish the terms of this
17 Settlement Agreement, including, but not limited to, providing additional evidence,
18 executing additional documents, and/or taking such other action as may be reasonably
19 necessary or convenient to implement it.

20 **NON-ADMISSION SETTLEMENT**

21 **20. No Admissions.**

22 Nothing in this Settlement Agreement will constitute or be considered an admission
23 by or on behalf of Defendants, or any of the Released Parties, of any wrongdoing or liability
24 or of the accuracy of any allegation made in connection with this Action.

25 **NULLIFICATION OR INVALIDATION**

26 **21. Nullification.**

27 If despite diligent efforts: (1) the Court refuses to enter an Order Approving The
28 PAGA Settlement or (2) the Court’s Order Approving The PAGA Settlement is reversed

1 and the Court thereafter refuses to enter an Order Approving The PAGA Settlement, then:
2 (a) this Settlement Agreement will be considered null and void; (b) neither this Settlement
3 Agreement nor any of the related negotiations or proceedings will be of any force or effect;
4 and (c) Defendants and Plaintiff's Counsel shall each be responsible for half of any
5 Settlement Administrator Costs incurred.

6 **22. Invalidation.**

7 Invalidation of any material term of this Settlement Agreement will invalidate this
8 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
9 provisions will remain in full force and effect. Before declaring any provision of this
10 Agreement invalid, however, the Court shall first attempt to construe the provision in a valid
11 manner to the fullest extent possible consistent with applicable precedents.

12 **23. Appeal From The Order.**

13 In the event of a timely appeal from the Order Approving The PAGA Settlement, the
14 Order will be stayed and the Individual Settlement Payments and any other payments
15 required hereunder by Defendants will not be paid pending the completion and final
16 resolution of the appeal, and any payment thereafter will: (1) occur only if the Order is
17 upheld after all appeals; and (2) be in a manner that is provided for in this Settlement
18 Agreement and in the Order Approving The PAGA Settlement.

19 **GENERAL PROVISIONS**

20 **24. Entire Agreement.**

21 This Settlement Agreement constitutes the entire integrated agreement between the
22 Parties relating to the Action, and no oral representations, warranties or inducements have
23 been made to any Party concerning this Settlement Agreement other than the representations,
24 warranties, and covenants contained and memorialized in this Settlement Agreement. This
25 Settlement Agreement supersedes and replaces any prior memorandum of understanding,
26 Resolution, or memorandum of settlement entered into by the Parties.

27 **25. Authorization To Act.**

28 Plaintiff's Counsel warrant and represent that they are authorized by Plaintiff, and

counsel of record for Defendants warrant that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement.

26. Modification Only In Writing.

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest. However, Plaintiff's Counsel and Defendants' counsel may agree to, and are hereby authorized to, amend or modify the contents of the Notice Of Settlement (Exhibit A) and Order (Exhibit B), to conform to any edits requested or recommended by the Court without further signatures of the Parties.

27. Binding On Successors.

This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this Agreement, as well as their respective attorneys, past, present, and future predecessors, successors, shareholders, officers, directors, agents, members, trustees, representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or affiliated entities.

28. Governing Law.

All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.

29. Counterparts.

This Settlement Agreement may be executed in one or more counterparts. Signatures provided electronically (such as via DocuSign), by pdf or by facsimile shall have the same force and effect as original "wet" signatures. All executed counterparts and each of them will be deemed to be one and the same instrument. Counsel for the Parties may exchange among themselves signed counterparts.

30. Headings For Convenience Only.

The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

1 **31. Construction Of This Agreement.**

2 The Parties hereto agree that the terms and conditions of this Settlement Agreement
3 are the result of arms-length negotiations between the Parties and that this Settlement
4 Agreement will not be construed in favor of or against any Party by reason of the extent to
5 which any Party, or his or its counsel, participated in the drafting of this Agreement. Except
6 as expressly provided herein, this Settlement Agreement has not been executed in reliance
7 upon any other oral or written representations or terms and no such extrinsic oral or written
8 representations or terms will modify, vary or contradict the terms of this Settlement
9 Agreement. In entering this Settlement Agreement, the Parties hereto explicitly recognize
10 California Civil Code section 1625 and California Code of Civil Procedure section 1856(a),
11 which provide that a written agreement is to be construed according to its terms and may not
12 be varied or contradicted by extrinsic evidence. Plaintiff and Defendants participated in the
13 negotiation and drafting of this Settlement Agreement and had available to them the advice
14 and assistance of independent counsel. As such, neither Plaintiff, nor any PAGA Group
15 Member, nor Defendants may claim that any ambiguity in this Settlement Agreement should
16 be construed against the other.

17 **32. Corporate Signatories.**

18 Any person executing this Settlement Agreement or any related document on behalf
19 of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto
20 that such person has been duly authorized by such corporation to execute this Settlement
21 Agreement or any related document.

22 **33. Representation By Counsel.**

23 All of the Parties hereto acknowledge that they have been represented by counsel
24 throughout all negotiations which preceded the execution of this Settlement Agreement and
25 that this Agreement has been executed with the consent and advice of counsel.

26 **34. Attorney's Fees And Costs.**

27 Except as otherwise provided herein, the Parties hereto will bear responsibility for
28 their own attorney's fees and costs, taxable or otherwise, incurred by them or arising out of

1 this Action and will not seek reimbursement thereof from any Party to this Settlement
2 Agreement. Plaintiff and his counsel covenant not to pursue claims for attorney's fees and
3 costs for dollar amounts above those stated or provided for in this Agreement.

4 **35. Miscellaneous.**

5 A. The Parties both acknowledge and agree that nothing in this Agreement, nor
6 in any written communication or disclosure between or among them or their counsel, is or
7 was intended to be, nor shall any such communication or disclosure constitute or be
8 construed or be relied upon as, tax advice within the meaning of United States Treasury
9 Circular 230 (31 CFR part 10, as amended).

10 B. Neither Plaintiff nor Plaintiff's Counsel may disclose this Settlement or the
11 Parties' Settlement terms to any outside third party (except to the Settlement Administrator)
12 in any manner until the date of the filing of the Motion For Approval. Until that time, and
13 thereafter, Plaintiff's Counsel shall not report the Parties' resolution of this Action to any
14 media outlet, and shall not post the Parties' resolution on any law firm website, marketing
15 website, or social media outlet.

16 C. Defendants agree not to seek removal of this Action to federal court.

17 **IT IS SO STIPULATED AND AGREED:**

18 PLAINTIFF

19 Dated: 01/03/2026

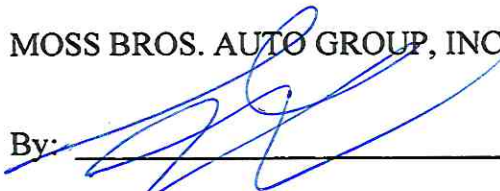


CAROLINA OLGUIN

22 DEFENDANTS

23 Dated: 1-13-26

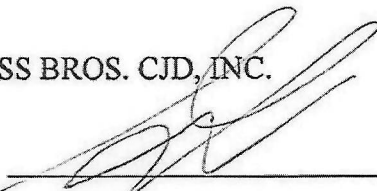
MOSS BROS. AUTO GROUP, INC.

25 By: 

26 Its: President

1 Dated: 1-13-26

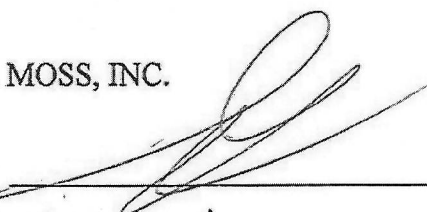
MOSS BROS. CJD, INC.

2
3 By: 

4 Its: President

5
6 Dated: 1-13-26

J.A. MOSS, INC.

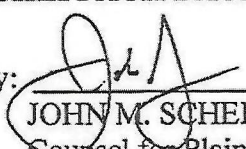
7
8 By: 

9 Its: President

10 **APPROVED AS TO FORM:**

11 Dated: 1/5/2026

SCHEPPACH BAUER PC

12
13 By: 

JOHN M. SCHEPPACH

Counsel for Plaintiff

CAROLINA OLGUIN, on behalf of herself
and all other aggrieved employees

14
15
16 Dated: January 5, 2026

SWEENY LAW, P.C.

17
18 By: 

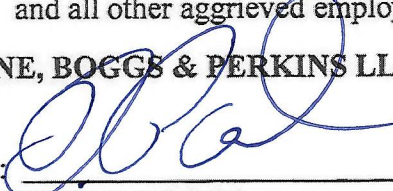
CHARLES T. SWEENY

Counsel for Plaintiff

CAROLINA OLGUIN, on behalf of herself
and all other aggrieved employees

19
20
21 Dated: January 13, 2026

FINE, BOGGS & PERKINS LLP

22
23 By: 

JOHN P. BOGGS

DAVID J. REESE, and

DANIEL J. PADOVA

Counsel for Defendants

MOSS BROS. AUTO GROUP, INC.,

MOSS BROS. CJD, INC., and

J.A. MOSS, INC.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT
Olguin v. MOSS BROS. AUTO GROUP, INC., et al.

«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You received this notice because a lawsuit filed in San Bernardino County Superior Court entitled *Olguin v. MOSS BROS. AUTO GROUP, INC., et al.*, Case No. CIVSB2413796 (the “Action”) has settled. The lawsuit was brought under the Private Attorneys General Act of 2004 (“PAGA”) against Moss Bros. Auto Group, Inc., Moss Bros. CJD, Inc., and J.A. Moss, Inc. (“Defendants”). The Action sought civil penalties on behalf of the State of California and PAGA Group Members for alleged California Labor Code violations that occurred during the PAGA Period. The PAGA Period is from February 16, 2023, through and including October 31, 2025.

The settlement (“Settlement”) covers any individual who is or previously was employed at any Moss Bros. Dealership Location in California as a non-exempt employee at any time during the PAGA Period (“PAGA Group” or “PAGA Group Member”). A Moss Bros. Dealership Location means any one of the following dealership locations, and includes any service and/or collision repair center at these dealership locations:

<u>Moss Bros. Chrysler Dodge Jeep Ram Riverside</u> 8151 Auto Dr. Riverside, CA 92504-4103	<u>Moss Bros. Chrysler Dodge Jeep Ram San Bernardino</u> 1100 S. “E” Street San Bernardino, CA 92408-1915
<u>Moss Bros. Chevrolet Of Moreno Valley</u> 12625 Auto Mall Dr. Moreno Valley, CA 92555-4408	<u>Moss Bros. Buick-GMC Of Moreno Valley</u> 12675 Auto Mall Dr. Moreno Valley, CA 92555-4408
<u>Moss Bros. Chrysler Dodge Jeep Ram Moreno Valley</u> 27810 Eucalyptus Ave. Moreno Valley, CA 92555-4402	<u>MVP Cars</u> 1930 W. Valley Blvd Colton, CA 92324
<u>Moss Bros. Honda Of Moreno Valley</u> 27990 Eucalyptus Ave. Moreno Valley, CA 92555-4400	<u>Moss Bros. Toyota</u> 12630 Motor Way Moreno Valley, CA 92555-4404
<u>Moss Bros. Volkswagen of Moreno Valley</u> 27750 Eucalyptus Ave. Moreno Valley, CA 92555-4412	

Based on Defendants’ records, you worked at one of these dealerships as a non-exempt employee at some point during the PAGA Period, and thus you are a “PAGA Group Member” who is covered by the Settlement.

The Settlement releases means all known and unknown claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), and any associated costs and attorney’s fees under PAGA, which are alleged in the Complaint, or which could have been asserted based on the facts alleged in the Complaint, including PAGA civil penalty claims for unlawful deduction and deferral of wages, unpaid wages, off-the-clock work, unpaid minimum wages, unpaid overtime, unpaid double-time, incorrect calculation of the regular rate, deficient sick leave payouts, failure to provide legally-compliant meal periods, failure to pay or properly compute meal period premiums, failure to provide legally-compliant rest periods, failure to pay or properly compute rest period premiums, failure to pay all wages owed during employment, failure to pay all wages owed upon separation from employment, unreimbursed expenses, illegal agreements, failure to maintain accurate records, violation of the California Labor Code (including §§ 201, 202, 203, 204, 207, 208, 212, 218, 223, 224, 226, 226.3, 226.7, 232, 233, 232.5, 246, 246.5, 256, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, and 2802), and PAGA civil penalty claims for violation of all similar provisions of the California Industrial Welfare Commission Wage Orders, which the PAGA

Group and/or any PAGA Group Member has ever had, or hereafter may claim to have, for the PAGA Period ("Released Claims").

The release provided by you and other PAGA Group Members under the Settlement is limited to claims and remedies available under PAGA and does not release any non-PAGA claims.

Defendants deny all claims, allegations and liabilities arising out of the Action. Further, Defendants assert that they have fully complied with all applicable laws at all times during the PAGA Period. Nevertheless, to avoid further time and expense defending the Action, Defendants have settled the case, and the Court has approved the Settlement.

Enclosed is a check representing your share of the Settlement. Under the Settlement, the total Gross Settlement Amount is \$500,000. Deducted from this amount are: (1) \$[REDACTED] for Plaintiff's Counsel's attorney's fees, (2) \$[REDACTED] for Plaintiff's Counsel's costs, (3) \$[REDACTED] for settlement administration fees, and (4) \$[REDACTED] for Plaintiff's Enhancement Payment. This leaves the Net Settlement Amount of \$[REDACTED], which is allocated pursuant to PAGA as follows; 75% to the California Labor & Workforce Development Agency (\$[REDACTED]), and 25% to the PAGA Group Members (\$[REDACTED]). You are being issued a Form 1099 for your share, which has been calculated based on the number of payroll periods you worked at a Moss Bros. Dealership Location in California during the PAGA Period. Your settlement check will remain valid for 180 days. Your decision to cash the enclosed check will have no bearing on your employment at any Moss Bros. Dealership Location.

PAGA Group Members cannot opt out of the Settlement. Even if you do not cash your check, you will still be releasing the Released Claims. If your check is not cashed within 180 days, the amount will escheat to the State of California, Unclaimed Property Division, in your name. Do not contact the Court to ask questions about the Settlement. If you have any questions, please contact the Settlement Administrator at the number/address below.

Atticus Administration LLC

[Settlement Administrator Phone Number]

[Settlement Administrator Address]

Sincerely,

[Settlement Administrator]

EXHIBIT B

SCHEPPACH BAUER PC
JOHN M. SCHEPPACH (BAR NO. 240633)
jmscheppach@sbpc.law
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Phone: (949) 209-8880 | Fax: (949) 358-7884

SWEENEY LAW, PC
CHARLES T. SWEENEY (SBN 325167)
charlie@sweenylaw.com
8605 Santa Monica Blvd, #618463
Los Angeles, CA 90069
Phone: (310) 658-2112

Attorneys for Plaintiff, CAROLINA OLGUIN,
on behalf of herself and all other aggrieved employees

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Long Beach, CA 90802
San Diego, CA 92101
Phone: (562) 366-0861 | Fax: (562) 490-8561

Attorneys for Defendants,
MOSS BROS. AUTO GROUP, INC., MOSS BROS. CJD, INC., and J.A. MOSS, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CAROLINA OLGUIN, individually and in a
representative capacity;

Plaintiff,

vs.

MOSS BROS. AUTO GROUP, INC. a
California Corporation; MOSS BROS. CJD,
INC., a California Corporation; J.A. MOSS,
INC., a California Corporation; and DOES 1
through 10, inclusive.

Defendants.

Case No. CIVSB2413796

Assigned For All Purposes To:
Judge Jay H. Robinson
Dept. S35

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND ENTERING
JUDGMENT THEREON**

Hearing:
Date:
Time:
Dept:

Complaint Filed: April 22, 2024
First Am. Complaint Filed: Dec. 3, 2025

ORDER APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on _____, at _____ in Department S35 of the above-captioned court on the unopposed Motion For Approval Of PAGA Settlement.

Having considered the Stipulation And Agreement For PAGA Settlement (the “Settlement Agreement” or “Settlement”), which is attached as Exhibit 1 to the Memorandum In Support Of Plaintiff’s Motion For Approval Of PAGA Settlement; having considered the briefing and submissions filed with the Court; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Carolina Olguin (“Plaintiff”) and Defendants Moss Bros. Auto Group, Inc., Moss Bros. CJD, Inc., and J.A. Moss, Inc. (“Defendants”) and the subject matter of the action, which involves the Private Attorneys General Act of 2004 (“PAGA”).

2. The Court hereby GRANTS approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds that the Settlement terms are fair to all concerned.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. **“Complaint”** means the First Amended Complaint filed on December 3, 2025, in this Action. The term Complaint includes Plaintiff’s initial PAGA Notice to the LWDA, and Plaintiff’s Amendment To PAGA Notice to the LWDA, both of which are attached to the Complaint as exhibits.

B. **“Defendants”** means Moss Bros. Auto Group, Inc., Moss Bros. CJD, Inc., and J.A. Moss, Inc.

C. **“PAGA Period”** means the period of time from February 16, 2023, through and including October 31, 2025.

D. **“PAGA Group”** and **“PAGA Group Members”** means any individual who is or previously was employed at any Moss Bros. Dealership Location in California as

1 a non-exempt employee at any time during the PAGA Period.

2 E. **“Plaintiff’s Counsel”** means John M. Scheppach of Scheppach Bauer
3 PC and Charles T. Sweeny of Sweeny Law, P.C.

4 F. **“Released Claims”** means all known and unknown claims for civil
5 penalties under the Private Attorneys General Act of 2004 (“PAGA”), and any associated
6 costs and attorney’s fees under PAGA, which are alleged in the Complaint, or which could
7 have been asserted based on the facts alleged in the Complaint, including PAGA civil
8 penalty claims for unlawful deduction and deferral of wages, unpaid wages, off-the-clock
9 work, unpaid minimum wages, unpaid overtime, unpaid double-time, incorrect calculation
10 of the regular rate, deficient sick leave payouts, failure to provide legally-compliant meal
11 periods, failure to pay or properly compute meal period premiums, failure to provide legally-
12 compliant rest periods, failure to pay or properly compute rest period premiums, failure to
13 pay all wages owed during employment, failure to pay all wages owed upon separation from
14 employment, unreimbursed expenses, illegal agreements, failure to maintain accurate
15 records, violation of the California Labor Code (including §§ 201, 202, 203, 204, 207, 208,
16 212, 218, 223, 224, 226, 226.3, 226.7, 232, 233, 232.5, 246, 246.5, 256, 432.5, 510, 511,
17 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, and 2802), and PAGA civil penalty
18 claims for violation of all similar provisions of the California Industrial Welfare
19 Commission Wage Orders, which the PAGA Group and/or any PAGA Group Member has
20 ever had, or hereafter may claim to have, for the PAGA Period.

21 G. **“Released Parties”** means Defendants (including Moss Bros. Auto
22 Group, Inc., Moss Bros. CJD, Inc., and J.A. Moss, Inc.), each of Defendants’ parents,
23 subsidiaries, and affiliates, including any entity who operates or assists in operating the
24 Moss Bros. Dealership Locations in California (including Moss Bros. Chevrolet, Inc., Moss
25 Bros. German, Inc., Moss Bros. GMC, Inc., Moss Bros. Hon, Inc., Moss Bros. Toy, Inc.,
26 Moss Bros., Inc., and MVP Cars, Inc), and all of their predecessors, successors, assigns,
27 owners, shareholders, members, officers, directors, employees, agents, insurers, and
28 attorneys.

1 H. **“Settlement Administrator”** means Atticus Administration LLC.

2 4. The Court approves Atticus Administration LLC to serve as the Settlement

3 Administrator.

4 5. The Court approves the Common Fund of \$_____ established to fund the

5 Settlement.

6 6. The Court approves the payment for Settlement Administration Costs incurred

7 by Atticus Administration LLC in the amount of \$_____ to be paid from the Common Fund

8 as provided in the Settlement Agreement.

9 7. The Court approves the payment of attorney’s fees to Plaintiff’s Counsel in

10 the total amount of \$_____, with \$_____payable to Scheppach Bauer PC and

11 \$_____payable to Sweeny Law, P.C.

12 8. The Court approves the payment of Plaintiff’s Counsel’s costs in the total

13 amount of \$_____, with \$_____ payable to Scheppach Bauer PC and \$_____ payable to

14 Sweeny Law, P.C.

15 9. The Court approves an Enhancement (also referred to as a Service Award) to

16 Plaintiff in the amount of \$5,000.

17 10. Pursuant to PAGA, the Net Settlement Fund of \$_____ shall be distributed

18 75% to the California Labor and Workforce Development Agency (“LWDA”) and the

19 remaining 25% shall be distributed to the PAGA Group Members in accordance with the

20 terms of the Settlement.

21 11. The Court hereby directs Defendants to fund the Settlement in accordance with

22 the terms of, and by the deadlines supplied in, the Settlement.

23 12. The Court hereby directs the Settlement Administrator to make all

24 disbursements in accordance with the terms of, and by the deadlines supplied in, the

25 Settlement Agreement.

26 13. The Court has determined that the Notice Of PAGA Settlement, attached as

27 Exhibit 1 to the Declaration Of John M. Scheppach In Support Of Plaintiff’s Motion For

28 Approval Of PAGA Settlement, is sufficient to inform PAGA Group Members of the

1 material elements of the Settlement, constitutes the best notice practicable under the
2 circumstances, and its mailing by the Settlement Administrator is hereby approved.

3 14. As set forth in the Settlement Agreement, the Settlement Administrator will
4 prepare and mail settlement checks for each PAGA Group Member in the amount of his or
5 her Individual Settlement Payment, along with a copy of the Notice Of PAGA Settlement.
6 The checks will indicate on their face that they are void if not negotiated within one hundred
7 and eighty (180) days of their issuance. In the event a settlement check is returned to the
8 Settlement Administrator with a forwarding address, the settlement check will be forwarded
9 to the forwarding address. In the event a settlement check is returned to the Settlement
10 Administrator without a forwarding address or is otherwise undeliverable, the Settlement
11 Administrator will use reasonable efforts to search for a better address and re-mail the
12 returned check, if possible. If the search does not provide a better address, or the settlement
13 check is ultimately returned without a forwarding address, neither Defendants, nor Plaintiff's
14 Counsel, nor the Settlement Administrator shall be required to take further action to achieve
15 delivery of the check to the PAGA Group Member. If, within that 180-day period, the
16 PAGA Group Member contacts the Settlement Administrator, or if Plaintiff's Counsel does
17 so on his or her behalf, the settlement check will be reissued and mailed to the address the
18 PAGA Group Member (or Plaintiff's Counsel) provides. Any such reissued settlement
19 checks will indicate on their face that they are void if not negotiated within one hundred and
20 eighty (180) days of their issuance.

21 15. Any monies not able to be delivered to a PAGA Group Member and any
22 settlement checks not cashed within one hundred and eighty (180) days of issuance will
23 escheat to the California State Controller, Unclaimed Property Division, in the name of the
24 corresponding PAGA Group Member(s).

25 16. Upon the filing of this signed Order Approving The PAGA Settlement,
26 Plaintiff, all PAGA Group Members, and the LWDA shall be conclusively deemed to have
27 released and forever discharged the Released Parties from the Released Claims.

28 17. Neither this Order nor the Settlement shall constitute an admission by

1 Defendants of any liability or wrongdoing whatsoever, nor is this Order a finding of the
2 validity or invalidity of any claims in the Action.

3 18. Each Party will bear its own attorney's fees and costs, except as provided for
4 in the Settlement and this Order.

5 19. The Settlement is hereby approved. Without affecting the finality of this
6 Order, the Court reserves exclusive and continuing jurisdiction over the action for purposes
7 of supervising the implementation, enforcement (CCP § 664.6), construction, administration
8 and effectuation of the Settlement.

9 20. Plaintiff shall submit a copy of this signed Order Approving The PAGA
10 Settlement to the LWDA within ten (10) calendar days after it is entered by the Court.

11 21. The Settlement Administrator shall post a copy of this signed Order Approving
12 The PAGA Settlement on its website until the Final Status Conference.

13 22. The Court hereby sets a Final Status Conference on _____ at _____
14 in Department S35. Plaintiff's Counsel must file a declaration from the Settlement
15 Administrator no later than fourteen (14) calendar days prior to the Final Status Conference.
16 The Settlement Administrator's declaration shall report the actual amounts paid to the
17 PAGA Group Members, the other amounts distributed under the Settlement, and the number
18 and aggregate dollar amount of any uncashed checks.

19 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

20
21 Dated: _____

22 Judge of the Superior Court of California
23
24
25
26
27
28