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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOSEPH GONZALEZ, KEVIN CLEMENTE,
JAMES HARDEN, and GHAZI SANKARI
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

v.

OREMOR AUTOMOTIVE GROUP, LLC;
OREMOR EUROPEAN, LLC D/B/A
MERCEDES BENZ OF EL CAJON;
ROMERO AUTOMOTIVE, INC.; OREMOR
DEVELOPMENT, LLC; OREMOR
FINANCIAL SERVICES, LLC; OREMOR OF
CAPISTRANO, LLC; OREMOR OF
FONTANA, LLC; OREMOR OF FRESNO,
LLC; OREMOR OF GLENDALE, LLC;
OREMOR OF ITALY II, LLC; JEEP
CHRYSLER OF ONTARIO, INC.; OREMOR
OF ONTARIO EN, LLC; OREMOR OF
ONTARIO JCDR, LLC; OREMOR OF
RIVERSIDE RC, LLC; OREMOR OF
RIVERSIDE, LLC; OREMOR OF
TEMECULA LX LLC; OREMOR OF
TEMECULA, LLC; OREMOR OF TUSTIN,
LLC; OREMOR OF VICTORVILLE, LLC;
OREMOR OF WOODLAND HILLS, LLC;
OREMOR ONTARIO DODGE, INC.;
ROMERO MOTORS, LLC; OREMOR
MANAGEMENT & INVESTMENT
COMPANY; ROMERO MOTORS
CORPORATION; J. MCCULLOUGH CORP;
UNITED RECOVERY, INC.;

Case No.: 37-2024-00019752-CU-OE-CTL

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: August 14, 2026
Time: 9:00 a.m.

Judge: Hon. Michael D. Washington
Dept.: C-73

1 ACQUIRECORP'S NORWALK AUTO
2 AUCTION; and DOES 1 through 50, inclusive,

3 Defendants.

4 **ZAKAY LAW GROUP, APLC**

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23 Attorneys for Plaintiffs

1 Plaintiff's motion for an order finally approving the Amended Class Action and PAGA
2 Action Settlement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Service
3 Payments duly came on for hearing on August 14, 2026, before the above-entitled Court. JCL Law
4 Firm, APC, Zakay Law Group, APLC, and Ferraro Vega Employment Lawyers, Inc., appeared on
5 behalf of Plaintiffs JOSEPH GONZALEZ, KEVIN CLEMENTE, JAMES HARDEN, and GHAZI
6 SANKARI ("Plaintiffs"). Fisher & Phillips LLP, appeared on behalf of Oremor Automotive Group,
7 LLC, Oremor European, LLC, Romero Automotive, Inc., Oremor Development, LLC, Oremor
8 Financial Services, LLC, Oremor of Capistrano, LLC, Oremor of Fontana, LLC, Oremor of Fresno,
9 LLC, Oremor of Glendale, LLC, Oremor of Italy II, LLC, JEEP Chrysler of Ontario, Inc. Oremor
10 of Ontario EN, LLC, Oremor of Ontario JCDR, LLC, Oremor of Riverside RC, LLC, Oremor of
11 Riverside, LLC, Oremor of Temecula LX LLC, Oremor of Temecula, LLC, Oremor of Tustin IN,
12 LLC, Oremor of Victorville, LLC, Oremor of Woodland Hills, LLC, Oremor of Ontario Ridge, Inc.,
13 Romero Motors, LLC, Oremor Management and Investment Company, Romero Motors
14 Corporation, J. McCullough CORP, United Recovery, Inc., and Acquirecorp's Norwalk Auto
15 Auction ("Defendants").

16 **I.**

17 **FINDINGS**

18 Based on the oral and written argument and evidence presented in connection with the
19 motion, the Court makes the following findings:

- 20 1. All capitalized terms used herein shall have the same meaning as defined in
21 the Agreement.
- 22 2. This Court has jurisdiction over the subject matter of this litigation pending
23 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2024-
24 00019752-CU-OE-CTL, entitled *Kevin Clemente et al. v. Oremor Automotive Group, LLC et al.*,
25 and over all Parties to this litigation, including the Class.

26 **Preliminary Approval of the Settlement**

- 27 3. On March 16, 2026, the Court granted preliminary approval of a class-wide
28 settlement. At this same time the court approved certification of a provisional settlement class for

1 settlement purposes only. The Court confirms this Order and finally approves the settlement and
2 the certification of the Class.

3 **Notice to the Class**

4 4. In compliance with the Preliminary Approval Order, the Class Notice was
5 mailed by first class mail to the Class Members at their last known addresses on April 20, 2026.
6 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
7 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
8 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
9 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

10 5. The Response Deadline for opting out or objecting was June 4, 2026. There
11 was an adequate interval between notice and deadline to permit Class Members to choose what to
12 do and act on their decision. No Class Members objected and only eight (8) Class Members
13 requested exclusion.

14 **Fairness Of The Settlement**

15 6. The Agreement provides for a Gross Settlement Amount of \$925,000.00.
16 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
17 Cal.App.4th 1794, 1801.)

18 a. The settlement was reached through arms-length bargaining between
19 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
20 settlement.

21 b. The Parties' investigation and discovery have been sufficient to allow
22 the Court and counsel to act intelligently.

23 c. Counsel for all parties are experienced in similar employment class
24 action litigation and have previously settled similar class claims on behalf of employees claiming
25 compensation. All counsel recommended approval of the Settlement.

26 d. No objections were received and only eight (8) requests for exclusion
27 were received.

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1 e. The participation rate is high. 99.65% of Class Members will be
2 participating in the Settlement and will be sent settlement payments.

3 7. The consideration to be given to the Class Members under the terms of the
4 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
5 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
6 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
7 litigation and the delays which would ensue from continued prosecution of the Action.

8 8. The Agreement is finally approved as fair, adequate, and reasonable and in
9 the best interests of the Class Members.

10 **PAGA Payment**

11 9. The Agreement provides for a payment of PAGA Payment in the amount of
12 \$40,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
13 Payment and the allocation of \$30,000.00 to the Labor and Workforce Development Agency
14 (“LWDA Payment”) and \$10,000.00 to Aggrieved Employees (“Net PAGA Payment”) is fair and
15 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
16 Cal.App.5th 56.

17 **Attorneys’ Fees and Litigation Costs**

18 10. The Agreement provides for a payment for Attorneys’ Fees and Litigation
19 Costs in the amount of up to Three Hundred Fifty-Eight Thousand Three Hundred Thirty-Three
20 Dollars and Thirty-Three Cents (\$358,333.33). Subject to Court approval, the Attorneys’ Fees are
21 equal to one-third of the Gross Settlement Amount, or Three Hundred Eight Thousand Three
22 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$308,333.33), and reimbursement of
23 Litigation Costs in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00).

24 11. Attorneys’ Fees and Litigation Costs of up to Three Hundred Thirty-Six
25 Thousand One Hundred Sixty-Four Dollars and Thirty Cents (\$336,164.30) comprised of
26 Attorneys’ Fees in the amount of Three Hundred Eight Thousand Three Hundred Thirty-Three
27 Dollars and Thirty-Three Cents (\$308,333.33) and reimbursement of Litigation Costs in the amount
28 Twenty-Seven Thousand Eight Hundred Thirty Dollars and Ninety-Seven Cents (\$27,830.97) is

1 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
2 Counsel, and the results achieved by Class Counsel. The requested Attorneys' Fees represent one-
3 third of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

4 **Service Payments**

5 12. The Agreement provides for Service Payments of up to Ten Thousand
6 Dollars and Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval. The Court
7 finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is
8 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class action litigation.

9 **Administration Expenses**

10 13. The Agreement provides for Administration Expenses to be paid in an
11 amount not to exceed \$17,990.00. The Declaration of the Administrator provides that the actual
12 claims Administration Expenses were \$17,990.00. The amount of this payment is reasonable in light
13 of the work performed by the Administrator.

14 **II.**

15 **ORDERS**

16 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

17 1. The Class is certified for the purposes of settlement only. The Class is hereby
18 defined to include:

19 All individuals currently or formerly employed by Defendants in California as
20 hourly, non-exempt employees during August 23, 2022, through June 20, 2025 (the
21 "Class Period").

22 2. There are 2,344 members of the Class. Every person in the Class who did
23 not opt out is a Participating Class Member. After providing Notice to the Class, there are eight
24 requests for exclusion to the Settlement.

25 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
26 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
27 this Order and the terms of the Agreement.

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1 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
2 exchange, the Class Members shall release the “Released Parties” from the “Released Class Claims”
3 and Plaintiff and the LWDA shall release the “Released Parties” from the “Released PAGA Claims.”

4 a. The “Released Parties” means Defendants and each former and
5 present directors, officers, shareholders, owners, attorneys, managers, members, insurers,
6 predecessors, successors, assigns, subsidiaries, parents, and affiliates, including but not limited to
7 Empire Nissan, Inc., Oremor of Dallas GC, LLC, Oremor of Waxahachie, LLC, Oremor of Dallas
8 LTD, Oremor of Tustin, Inc. and Star Shield Solutions, LLC.

9 b. The “Released Class Claims” are defined all class claims alleged, or
10 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
11 Action which occurred during the Class Period and ascertained in the course of the Action,
12 including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; (b) any
13 and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving
14 any alleged failure to provide meal periods and/or associated meal period premiums; (d) any and all
15 claims involving any alleged failure to provide rest periods and/or associated rest period premiums;
16 (e) any and all claims involving any alleged failure to reimburse necessary business expenditures;
17 (f) any and all claims involving any alleged failure to timely pay wages, including commissions,
18 vacation/PTO, sick leave, or bonuses during employment; (g) any and all claims involving any
19 alleged failure to provide complete and accurate wage statements; (h) any and all claims involving
20 any alleged failure to pay timely wages upon separation; (i) any and all claims involving any alleged
21 illegal restrictions on disclosure; and (j) any and all claims based on unfair business practices based
22 on the allegations, and expressly excluding all other claims, including claims for vested benefits,
23 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
24 and class claims outside of the Class Period.

25 c. The “Released PAGA Claims” are defined as all PAGA claims
26 alleged, or reasonably could have been alleged based on the facts alleged, in the Operative
27 Complaint in the Action and Plaintiffs’ PAGA notices to the LWDA which occurred during the
28 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,

1 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
2 and PAGA claims outside of the PAGA Period.

3 5. Class Counsel are awarded Three Hundred Thirty-Six Thousand One
4 Hundred Sixty-Four Dollars and Thirty Cents (\$336,164.30) comprised of Attorneys' Fees in the
5 amount of Three Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three
6 Cents (\$308,333.33) and reimbursement of Litigation Costs in the amount of Twenty-Seven
7 Thousand Eight Hundred Thirty Dollars and Ninety-Seven Cents (\$27,830.97). Class Counsel shall
8 not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members
9 of the Class.

10 6. The payment of the Service Payments to Plaintiffs in the amount of
11 \$10,000.00 each is approved.

12 7. The payment of \$17,990.00 to the Administrator for Administration
13 Expenses is approved.

14 8. The PAGA Payment of \$40,000.00 is hereby approved as fair, reasonable,
15 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
16 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
17 fraud or collusion.

18 9. Final Judgment is hereby entered in this action. The Final Judgment shall
19 bind each Participating Class Member.

20 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
21 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
22 ("PAGA").

23 11. The Court further finds and determines that Class Counsel satisfied California
24 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
25 under the Private Attorney General Act ("PAGA") on October 15, 2025, and again on July 20, 2026.

26 12. The Court orders Class Counsel to comply with California Labor Code §
27 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
28 entry of this Order.

1 13. The Agreement is not an admission by Defendants, nor is this Final Approval
2 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
3 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
4 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
5 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
6 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
7 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
8 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
9 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
10 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
11 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
12 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
13 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
14 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
15 or issue preclusion or similar defense as to the claims being released by the Settlement.

16 14. Notice of entry of this Final Approval Order and Judgment shall be given to
17 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
18 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
19 Approval Order and Judgment shall be posted on the Administrator's website as indicated in the
20 Class Notice.

21 15. After entry of Final Judgment, and pursuant to C.C.P. Section 664.6, the
22 Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear
23 and resolve any contested challenge to a claim for settlement benefits, and to supervise and
24 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

25 16. If the Settlement does not become final and effective in accordance with the
26 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
27 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
28 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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17. The Court sets a status conference on _____, at _____
a.m. in Department C-73 to confirm the completion of the settlement process.

IT IS SO ORDERED.

DATED: _____, 2026

Hon. Michael D. Washington
JUDGE OF THE SUPERIOR COURT