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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] JUDGMENT

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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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. The parties
4 having settled this action and the Court having entered an Order Granting Motion for Final Approval
5 of Class and PAGA Action Settlement and good cause appearing therefore,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The Class
8 is defined as "All individuals currently or formerly employed by Defendants in California as hourly,
9 non-exempt employees during August 23, 2022, through June 20, 2025 (the "Class Period")."

10 2. All persons who meet the foregoing definition are Covered Class Members, except
11 for those individuals who filed a valid request for exclusion ("opt out") from the Class.

12 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
13 of Class and PAGA Action Settlement and this Final Judgment, Plaintiff, and all members of the
14 Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs, except
15 as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class
16 and PAGA Action Settlement and in this Final Judgment.

17 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
18 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
19 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
20 benefits.

21 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and each
22 Class Member who has not validly opted out has released the "Released Parties" from the "Released
23 Class Claims" as set forth in the Agreement.

24 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

25 a. The "Released Class Claims" are defined as all class claims alleged,
26 or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
27 Action which occurred during the Class Period and ascertained in the course of the Action,
28 including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; (b) any

1 and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving
2 any alleged failure to provide meal periods and/or associated meal period premiums; (d) any and all
3 claims involving any alleged failure to provide rest periods and/or associated rest period premiums;
4 (e) any and all claims involving any alleged failure to reimburse necessary business expenditures;
5 (f) any and all claims involving any alleged failure to timely pay wages, including commissions,
6 vacation/PTO, sick leave, or bonuses during employment; (g) any and all claims involving any
7 alleged failure to provide complete and accurate wage statements; (h) any and all claims involving
8 any alleged failure to pay timely wages upon separation; (i) any and all claims involving any alleged
9 illegal restrictions on disclosure; and (j) any and all claims based on unfair business practices based
10 on the allegations, and expressly excluding all other claims, including claims for vested benefits,
11 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
12 and class claims outside of the Class Period.

13 b. The "Released Parties" are defined as Defendants and each former
14 and present directors, officers, shareholders, owners, attorneys, managers, members, insurers,
15 predecessors, successors, assigns, subsidiaries, parents, and affiliates, including but not limited to
16 Empire Nissan, Inc., Oremor of Dallas GC, LLC, Oremor of Waxahachie, LLC, Oremor of Dallas
17 LTD, Oremor of Tustin, Inc. and Star Shield Solutions, LLC.

18 7. As of the date the Defendants fund the Gross Settlement Amount, Plaintiffs and the
19 LWDA have released the Released Parties from the "Released PAGA Claims" for the "PAGA
20 Period" as set forth in the Agreement.

21 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

22 (a) The "Released PAGA Claims" are defined as all PAGA claims alleged, or
23 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
24 Action and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, and
25 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
26 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
27 outside of the PAGA Period.

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1 (b) The “PAGA Period” is defined as the period beginning August 23, 2022,
2 through June 20, 2025.

3 9. This Court hereby grants final approval and awards the following: (i) Three Hundred
4 Thirty-Six Thousand One Hundred Sixty-Four Dollars and Thirty Cents (\$336,164.30) for the
5 Attorneys’ Fees and Litigation Costs comprised of Three Hundred Eight Thousand Three Hundred
6 Thirty-Three Dollars and Thirty-Three Cents (\$308,333.33) for Attorneys’ Fees and Litigation
7 Costs in the amount of Twenty-Seven Thousand Eight Hundred Thirty Dollars and Ninety-Seven
8 Cents (\$27,830.97); (ii) the Service Payments to the Class Representatives, Joseph Gonzalez, Kevin
9 Clemente, James Harden, and Ghazi Sankari, in the amount of Ten Thousand Dollars and Zero
10 Cents (\$10,000.00) each; (iii) Administration Expenses of Seventeen Thousand Nine Hundred
11 Ninety Dollars and Zero Cents (\$17,990.00) to Apex Class Action, LLC; (iv) Thirty Thousand
12 Dollars and Zero Cents (\$30,000.00) (75% of the PAGA Payment) to the Labor and Workforce
13 Development Agency (“LWDA Payment”); and Ten Thousand Dollars and Zero Cents (\$10,000.00)
14 (25% of the PAGA Payment) allocated to the Aggrieved Employee Payments.

15 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
16 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
17 section 2699(1)(3).

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

20
21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
22 **ORDERED.**

23 DATED: _____, 2026
24
25

26 _____
27 Hon. Michael D. Washington
28 JUDGE OF THE SUPERIOR COURT