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FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange
STREET ADDRESS: 751 W. Santa Ana Blvd
MAILING ADDRESS: 751 W. Santa Ana Blvd
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Civil Complex Center

CASE NUMBER:
30-2019-01092692-CU-OE-CXC

PLAINTIFF/PETITIONER: Edith Rodriguez, et al.
DEFENDANT/RESPONDENT: Dynamic Auto Images, Inc., et al.
OTHER:

JUDICIAL OFFICER:
Hon. William Claster

PROPOSED ORDER (COVER SHEET)

DEPT:
CX101

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
   Plaintiffs Edith Rodriguez, Jonathan Uribe, Rodolfo Rodriguez, David Hormaechea, and Sebastian Hormaechea, individually, and on behalf of others similarly situated

2. Title of the proposed order:
   [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

3. The proceeding to which the proposed order relates is:
   a. Description of proceeding: Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement
   b. Date and time: October 23, 2026 at 9:00 a.m.
   c. Place: 751 W. Santa Ana Blvd., Santa Ana, CA 92701 in Dept CX101

4. The proposed order was served on the other parties in the case.

Jasmin Hidalgo
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

Form Adopted for Mandatory Use
Judicial Council of California
EFS-020 [Rev. February 1, 2017]

PROPOSED ORDER (COVER SHEET)
(Electronic Filing)

Cal. Rules of Court,
rules 2.252, 3.1312
www.courts.ca.gov

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

EDITH RODRIGUEZ, et al., individually, and on behalf of others similarly situated,

Plaintiffs,

vs.

DYNAMIC AUTO IMAGES, INC., a corporation; et al., and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2019-01092692-CU-OE-CXC

[Assigned for all Purposes to the Honorable William D. Claster, Dept. CX101]

CLASS ACTION

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Date: October 23, 2026
Time: 9:00 a.m.
Dept: CX101

Action Filed: August 26, 2019
Trial Date: None Set

[PROPOSED] ORDER AND JUDGMENT

Plaintiffs Edith Rodriguez, Rodolfo Rodriguez, Jonathan Uribe, David Hormaechea, and Sebastian Hormaechea's ("Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement came on regularly for hearing on October 23, 2026. Having reviewed the motion, and all supporting declarations and exhibits thereto, including the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement") and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. This Order and Judgment pertains to a global class and Private Attorneys General Act ("PAGA") settlement of the following two putative class and/or representative actions, as amended, filed against Defendants Dynamic Auto Images, Inc. and Expert Automotive Reconditioning, Inc., which have been consolidated into the above-captioned action ("Action") for trial purposes:

- *Edith Rodriguez, et al. v. Dynamic Auto Images, Inc., et al.*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC;
- *Rodolfo Rodriguez v. Dynamic Auto Images, Inc., et al.*, Orange County Superior Court Case No. 30-2020-01176672-CU-OE-CXC.

2. The Court has personal jurisdiction over all Class Members and Aggrieved Employees and has subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto in the Action.

3. The Court finds that the Settlement Agreement is the result of arm's-length negotiations conducted with an experienced mediator after the parties' counsel had thoroughly and adequately investigated the claims and defenses and became familiar with the strengths and weaknesses of those claims.

4. The Court approves the Settlement Agreement and finds that it is fair, reasonable and adequate, and consistent and in compliance with all applicable requirements of the applicable rules of civil procedure, the California and United States Constitutions (including the Due Process Clauses), and any other applicable law, and in the best interests of each of the parties and the Class Members.

5. The Court adopts all defined terms set forth in the Settlement Agreement and directs the parties and their counsel to implement the Settlement Agreement according to its terms and provisions. The Court declares the Settlement Agreement to be binding on Plaintiffs, Participating Class Members, and Aggrieved Employees as well as their heirs, executors and administrators, successors and assigns.

6. Solely for purposes of effectuating the Settlement Agreement, the Court has certified the following Class:

> All current and former non-exempt employees of Defendants in the State of California from August 26, 2015 through June 11, 2024, or the date of preliminary approval, whichever is earlier.[1]

7. Solely for purposes of effectuating the Settlement Agreement, the Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement Agreement: (i) there are questions of law and fact common to the Class Members which, as to the Settlement Agreement and all related matters, predominate over any individual questions; (ii) the claims of Plaintiffs are typical of the claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of the Class Members.

8. The Court finds that the Notice of Settlement of Class Action Settlement ("Class Notice") and notice methodology implemented pursuant to the Settlement Agreement: (i) constitutes the best practicable notice; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to or exclude themselves from the class portion of the proposed Settlement Agreement and their right to appear at the Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)

[1] Excluded from this Class are any persons who were employed by Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) and not employed by any of the other Defendants during the Class Period.

met all applicable requirements of the applicable rules of civil procedure, the California and United States Constitutions (including the Due Process Clauses), and any other applicable law.

9. The Court finds that Class Counsel adequately represented the Class for purposes of entering into and implementing the Settlement Agreement.

10. By means of this Order and Judgment, and effective on the Funding Date (which is forty-five (45) days after the Effective Date as defined in ¶ 10 of the Settlement Agreement):

a. All named Plaintiffs and all Settlement Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims against any and all Released Parties arising during the Class Period.

b. "Released Parties" means all Defendants, and each of them and their affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

c. "Settled Claims" means all causes of action and claims, charges, complaints, liens, demands, that were alleged in the Action or reasonably could have been alleged by Named Plaintiffs, and/or Class Members based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint, including all of the following claims for relief: claims for missed or unpaid meal periods or rest periods; failure to pay all wages owed (including without limitation, failure to pay the regular rate of pay, overtime pay, double time pay, premium pay or otherwise properly calculate overtime, failure to pay for non-productive time, and/or off-the-clock claims); any claim for failure to properly pay all wages upon termination; any claim for failure to maintain required records; paystub claims; any claim for failure to reimburse business expenses; waiting time penalties; and unfair competition claims based on the foregoing. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage

Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

d. Each named Plaintiff is deemed to have generally released all claims against the Released Parties as detailed in the Settlement Agreement.

e. All named Plaintiffs and all PAGA Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims. The Settlement Agreement includes a release of all Settled PAGA Claims during the PAGA Period by PAGA Members employed at any time during the PAGA Period and by the LWDA.

11. Twenty-percent (20%) of each Individual Settlement Payment will be allocated to wages and reported on an IRS form W-2 and eighty (80%) percent of each Individual Settlement Payment will be allocated as penalties and interest and reported by each Settlement Class Member on an IRS Form 1099.

12. The Court approves the Gross Settlement Amount of $7,300,000.00.

13. The Court approves the Class Counsel Fee Payment in the amount of one-third (1/3) of the Gross Settlement Amount, i.e., $2,433,333.33. The Court finds that the amount of attorneys' fees is reasonable under the common fund method and under a lodestar cross-check with a multiplier of 2.77. The Court also finds that Class Counsel's hourly rates are reasonable and in line with the prevailing rates in the community. The Court approves the Class Counsel Litigation Expenses Payment in the amount of $110,646.19.

14. Settling Defendants shall pay the employer-side payroll taxes separately from and in addition to the Gross Settlement Amount.

15. The Court approves the payment of $219,000.00 for PAGA Penalties, of which 75% ($164,250.00) will be paid to the LWDA and 25% ($54,750.00) of which will be disbursed as PAGA Payments to the allegedly aggrieved employees.

16. The Court approves the Enhancement Awards of $10,000.00 to each named (Plaintiff Edith Rodriguez, Rodolfo Rodriguez, Jonathan Uribe, David Hormaechea, and Sebastian Hormaechea) for their time, effort, risks and waiver of rights in serving as Class Representatives.

17. The Court approves the Administrator Expenses Payment to CPT Group, Inc. in the amount of $25,000.00.

18. The Court finds that no (0) Class Members have objected to the Settlement.

19. The Court finds that four (4) Class Members have submitted valid requests for exclusion and shall therefore be excluded from the class portion of the Settlement.

20. Settling Defendants shall deposit the Funding Payments, i.e., the Gross Settlement Amount and the employer-side payroll taxes in an account established by the Settlement Administrative within forty-five (45) days of the Effective Date as defined in ¶ 10 of the Settlement Agreement.

21. Within fourteen (14) days after the Funding Payment has been made, the Settlement Administrator shall mail checks as follows:

a. Individual Settlement Payments and Individual PAGA Payments to all Settlement Class Members;

b. $164,250.00 to the LWDA for its PAGA Payment;

c. $54,750 for the PAGA Member Allocation to be paid to all PAGA Members on a pro rata basis;

d. $25,000.00 to the Settlement Administrator for Administration Fees and Costs;

e. $10,000.00 to each Plaintiff for an Enhancement Award;

f. $2,433,333.33 to Matern Law Group, PC for the Class Counsel's Attorneys' Fees; and

g. $110,646.19 to Matern Law Group, PC for Class Counsel's Attorneys' Costs.

22. After 180 days from the mailing of the Settlement Payments and PAGA Payments, the funds from any checks that have not been cashed will be transmitted by the Administrator for distribution to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure Section 384, subd. (b). Settlement Class Members/PAGA Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement Agreement and the Final Judgment, including but not limited to the releases contained therein.

23. No portion of the Gross Settlement Amount shall revert to Settling Defendants or result in an unpaid residue.

24. Without affecting the finality of the Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and Rule 3.769, Cal. Rules of Court, for purposes of interpreting and enforcing the terms of this Settlement Agreement.

25. The Settlement Administrator shall post notice of this Judgment on its website within ten (10) days after entry of the Judgment.

26. This Order and Judgment constitutes a final disposition of the Action in its entirety.

27. A final compliance hearing regarding distribution and accounting is scheduled for _____ at __:__ p.m. in Department CX101. Class Counsel shall file a final accounting report from the Administrator no later than _____.

IT IS SO ORDERED, ADJUDICATED AND DECREED, AND JUDGMENT IS SO ENTERED.

DATED:

_____
Honorable William D. Claster
JUDGE OF THE SUPERIOR COURT