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[Additional Counsel Listed after Caption]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDUARDO MORALES, JOSE OLIVA, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. PHENIX ENTERPRISES, INC.; SATELLITE BODY, INC.; VEHICLE SYSTEMS, INC.; and DOES 1 through 25, Defendants.	Case No.: 23STCV06594 (related to 24STCV05558) CLASS AND REPRESENTATIVE ACTION [*Assigned to Hon. Laura A. Seigle in Dept. SS-17*] **COMPENDIUM OF DECLARATIONS, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVES' ENHANCEMENT AWARDS, CLASS COUNSEL ATTORNEYS' FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT, BY: (1) LLUVIA ISLAS; (2) HAIK HACOPIAN, (3) ZORIK MOORADIAN, (4) MEHRDAD BOKHOUR, (5) JOSHUA FALAKASSA, (6) EDUARDO MORALES, AND (7) JOSE OLIVA** [FILED CONCURRENTLY WITH NOTICE OF MOTION AND MOTION; AND [PROPOSED] ORDER] Date: January 13, 2026 Time: 9:00 a.m. Dept.: SS-17

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Declaration of Lluvia Islas

DECLARATION OF LLUVIA ISLAS

I, Lluvia Islas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Amended Joint Stipulation of Settlement* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Proposed Class and Representative Action Settlement and Hearing Date For Court Approval* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from March 24, 2019 to February 23, 2025 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from March 27, 2022 to February 23, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members; (vii) calculating and issuing the Individual PAGA Payments to Aggrieved Employees; (viii) issuing the payment to Class Counsel for attorneys' fees and costs, the Service Payments to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (ix) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On September 29, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each

Class Member ("Class List") during the Class Period. The final mailing list contained two hundred ninety-eight (298) individuals identified as Class Members.

4. On October 3, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On October 10, 2025, Phoenix mailed the Class Notice via U.S. first class mail, in English and Spanish, to all two hundred ninety-eight (298) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, eighteen (18) Class Notices have been returned to Phoenix. None were returned with a forwarding address. For the eighteen (18) Class Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the eighteen (18) Class Notices that were skip traced, twelve (12) updated addresses were obtained and the Class Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, six (6) Class Notices remain undeliverable.

8. As of the date of this declaration, Phoenix has received <u>two (2) Request for Exclusion</u> from Class Members Carlos Chavarria Barrera and Jose M. Martinez. The deadline to request exclusion from the Class Settlement was November 24, 2025.

9. As of the date of this declaration, Phoenix has received <u>zero (0) Notices of Objection</u> from Class Members. The deadline for objecting to the Class Settlement was November 24, 2025.

10. As of the date of this declaration, Phoenix has received <u>zero (0) Workweek disputes</u> from Class Members. The deadline for submitting a dispute was November 24, 2025.

11. There are two hundred ninety-six (296) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.33% of the Class. Settlement Class Members have worked a collective total of forty-one

thousand two hundred and eight (41,208) Workweeks during the Class Period. Each Workweek is valued at approximately $16.99.

12. The Escalator Clause of the Settlement Agreement is triggered if the actual Workweeks exceed forty-four thousand seven hundred eighty-eight (44,788). . The total number of Workweeks for the Class Period is forty-one thousand two hundred and eight (41,208). Since the total number of Workweeks does not exceed 44,788, the Escalator Clause was not triggered.

13. The Net Settlement Amount of $695,070.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($407,160.00), and Class Counsel costs ($40,000.00), requested Service Payments to Plaintiffs Morales and Oliva ($10,000.00 each)), the PAGA Amount ($50,000.00), and the requested Settlement Administration Costs ($9,250.00) from the Maximum Settlement Amount ($1,221,480.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $5,249.34, the lowest Individual Settlement Share to be paid is approximately $16.99, and the average Individual Settlement Share to be paid is approximately $2,348.21. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

15. Additionally, $50,000.00 of the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendants during the PAGA Period. There are two hundred twenty-seven (227) Aggrieved Employees who worked a total of eleven thousand four hundred twenty-six (11,426) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $83.14, and the average Individual PAGA Payment to be paid is approximately $52.08.

16. Pursuant to the Settlement, Defendants have agreed to fund the employer-side taxes due separately and apart from the Maximum Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $9,250.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 17th day of December 2025, at Orange, California.

Lluvia Islas

LLUVIA ISLAS

Exhibit A

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al.
Los Angeles County Superior Court Case No. 23STCV06594

As a current or former non-exempt employee who worked for Phenix Enterprises, Inc., Satellite Body, Inc., Safe Vehicle Systems, Inc. and/or Phenix Truck Body Management in California at any time from March 24, 2019 through February 23, 2025, you may be entitled to receive money from a proposed class action settlement.

The California Superior Court, County of Los Angeles authorized this Class Notice.
This is not a solicitation from a lawyer. This is not a lawsuit against you. You have not been sued.

PLEASE READ THIS CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

- A proposed class and representative action settlement of $1,221,480 (the "**Settlement**") has been reached between Plaintiff Eduardo Morales and Plaintiff Jose Oliva ("**Plaintiffs**" or "**Representative Plaintiffs**" or "**Class Representatives**") and Defendant Phenix Enterprises, Inc., Defendant Satellite Body, Inc., and Defendant Safe Vehicle Systems, Inc. ("**Defendants**") on behalf of individuals who worked for Defendants and/or Phenix Truck Body Management as non-exempt, hourly employees in California at any time from March 24, 2019 through February 23, 2025 (the "**Class Members**" or the "**Class**").
- The Settlement resolves the class and representative action lawsuit entitled *Eduardo Morales, Jose Oliva, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Phenix Enterprises, Inc., et al.,* Los Angeles County Superior Court Case No. 23STCV06594 ("**Lawsuit**"), wherein Plaintiffs allege various wage and hour violations. The Settlement also avoids the costs and risks from continuing the Lawsuit, provides for payments to the Class, and releases Defendants and Phenix Truck Body Management (jointly "**Phenix**") from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuit. Defendants have denied and continue to deny all of the claims and allegations alleged in the Lawsuit and contend that at all relevant times they complied with applicable laws.
- This Settlement will be used to settle claims of all Class Members. The amount of Class Members' individual settlements will be determined by the number of weeks they performed paid work for Phenix as a non-exempt employee ("**Workweeks**") during the period from March 24, 2019, through February 23, 2025 (the "**Class Period**").
- Lawyers for the Class Members ("**Class Counsel**") will be asking the Court to award up to $407,160.00 to be paid out of the Settlement (*i.e.*, one-third of the total Settlement) as attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, as well as litigation costs and expenses, not to exceed $40,000, incurred during the case. Class Counsel also will ask the Court to approve: (1) a $10,000 incentive award to Plaintiff Eduardo Morales and a $10,000 incentive award to Plaintiff Jose Oliva who assisted in litigating this case for the benefit of all Class Members; (2) a $37,500 payment to the California Labor and Workforce Development Agency ("**LWDA**"); and (3) up to a maximum of $10,000 to the Settlement Administrator for costs incurred in administering this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have to Do Anything to Participate in the Settlement	You will automatically receive payment from the Settlement and you will give up any right you may have to sue for alleged violations and related claims released by the Settlement. **You get a payment and release your claims**. (*See Sections 10, 11 and 12, below*). If you do not agree with the number of Workweeks allotted to you in this Class Notice, you will have until **November 24, 2025**, to submit any dispute regarding your individual Workweek calculations. (*See Section 10, below*).
You Can Opt-out of the Class Settlement	If you do not want to participate in the Settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before **November 24, 2025**. If you opt-out, you will not release any claims against Phenix except the PAGA Released Claims and you will receive no payment from this Settlement, except your share of PAGA civil penalties to the extent you are entitled to them. (*See Sections 10, 12 and 13, below*).
Participating Class Members Can Object to the Class Settlement	Any Class Members who do not opt-out ("**Participating Class Members**") can object to any aspect of the proposed Settlement. The Court's decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Lawsuit on behalf of the Class Members. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. (*See Section 16, below*). Your objection must be postmarked on or before **November 24, 2025**. (*See Section 16, below*). You may not object if you have opted out.

BASIC INFORMATION

1. Why did I get this Class Notice package?

The records of Defendants indicate that you worked for Phenix in California as a non-exempt, hourly employee at some point during the period of time from March 24, 2019, through February 23, 2025 (*See Section 6, below*).

You were sent this Class Notice because you have a right to know about a proposed settlement involving this Lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement and after any objections and appeals are resolved, a "**Settlement Administrator**" appointed by the Court will make the payments that the Settlement allows. This package explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in which this case is pending is the California Superior Court for the County of Los Angeles. The persons who sued are called the Plaintiffs, and the entities they sued are called the Defendants.

2. What is this Lawsuit about?

On March 24, 2023, Plaintiff Eduardo Morales filed a class action complaint in the Los Angeles County Superior Court (Case No. 23STCV06594) against Defendants, on his own behalf and on behalf of other persons. Thereafter, Plaintiff Jose Oliva filed a separate class action lawsuit.

On June 17, 2024, the operative Consolidated Complaint – Class and Representative Action was filed by Plaintiffs which asserts the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay Vacation Wages at Termination; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and (9) Penalties Pursuant to Private Attorneys General Act ("PAGA") in accordance with the required notices communicated by Plaintiffs to the LWDA and Defendants.

Defendants have vigorously denied and defended against the allegations in the Lawsuit, asserting that they have paid their employees properly and have no liability for any of the alleged claims under any statute, wage order, common law, or equitable theory.

3. Why is this a class action?

In a class action, one or more people called Class Representatives or Representative Plaintiffs sue on behalf of people who have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

Since the Lawsuit was filed, there has been an ongoing investigation, and information exchanged. Plaintiffs and Defendants have participated in mediations with highly respected neutral mediators. Subsequently, Plaintiffs and Defendants have reached this Settlement to avoid the cost and risk of further litigation.

The Superior Court of California, County of Los Angeles, has not made a ruling on the merits of Plaintiffs' claims or Defendants' defenses. However, the Court has preliminarily approved the proposed Settlement. The Court will decide whether to grant final approval of the Settlement at the Final Approval Hearing scheduled for **January 13, 2026, at 9:00 a.m.** The Court is located at 312 N. Spring Street, Los Angeles, CA, 90012, in Department SS-17, Judge Laura A. Seigle presiding.

The Settlement does not mean that any law was broken. The proposed Settlement is a compromise of disputed claims and does not mean that Defendants violated any laws or are liable for any of the charges made by Plaintiffs. Defendants deny all of the legal claims alleged in this Lawsuit, and also assert that a class action is improper for any purpose other than this Settlement. Plaintiffs and Class Counsel believe that this settlement is fair and reasonable and is in the best interest of all Class Members.

5. What is a class action settlement?

The Court must approve the terms of the Settlement described below as fair and reasonable to the Class. Once approved, the Settlement will affect all Class Members except those who have opted out (*i.e.* those individuals that exclude themselves from this Settlement). This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate in the Settlement, and the amount of money you may get from the Settlement. Please read this entire Class Notice carefully.

WHO IS IN THE SETTLEMENT?

To see if you will get money from this Settlement, you first have to decide if you are a Class Member.

6. How do I know if I am a Class Member?

The parties have agreed, subject to Court approval, that the Class is made up of the following group:

The **Class Members** are defined as:

All persons who worked for Defendants and/or Phenix Truck Body Management as a non-exempt, hourly employee in California at any time from March 24, 2019, through February 23, 2025 ("**Class Period**").

If you received this Class Notice, you are considered to be a Class Member.

7. Are there exceptions to being included?

You can elect to be excluded from this Settlement by opting out of this Settlement. If you opt out of this Settlement, you will not be a Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You are receiving this Class Notice because Defendants' records indicate that you are a Class Member. If you believe you have received this Class Notice in error, please notify the Settlement Administrator immediately.

If this Class Notice was sent to a different address from where you now reside, you need to contact the Settlement Administrator and provide updated information to ensure that any future correspondence or the settlement payment itself reaches you at your current address.

You do not have to take any action to receive payment under this Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The Settlement provides that Defendants will pay One Million Two Hundred One Thousand Four Hundred Eighty Dollars ($1,221,480) (the "**Maximum Settlement Amount**") to fully resolve the claims being settled and released in the Lawsuit. Pending Court approval, the Maximum Settlement Amount will be distributed as follows: (1) to the Settlement Administrator for its costs, up to a maximum of Ten Thousand Dollars ($10,000); (2) to Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of Four Hundred Seven Thousand One Hundred Sixty Dollars ($407,160), which is one-third (33 1/3%) of the Maximum Settlement Amount; (3) to Class Counsel for their litigation costs and expenses, up to a maximum of Forty Thousand Dollars ($40,000); (4) to Representative Plaintiffs Eduardo Morales and Jose Oliva as service awards for services they provided on behalf of the Class Members and risk of payment of costs in the event there had been an unfavorable outcome in the Action, up to a maximum of Ten Thousand Dollars ($10,000) each; (5) to the LWDA, the sum of Thirty Seven Thousand Five Hundred Dollars ($37,500) as its share of PAGA penalties, (6) the sum of Twelve Thousand Five Hundred Dollars ($12,500) to PAGA Group Members for their share of PAGA penalties, and (7) the remaining sum, estimated at no less than Six Hundred Ninety Four Thousand Three Hundred Twenty Dollars ($694,320) (the "**Net Settlement Amount**") will be distributed entirely to Class Members who qualify to receive payment.

The actual and complete terms of the Settlement are set forth in the Amended Joint Stipulation of Settlement ("**Settlement Agreement**") filed with the Court. You can obtain a complete copy of the Settlement Agreement by calling the Settlement Administrator, whose contact information is provided in Section 20, below.

10. How much will my payment be? How do I receive payment?

As a Class Member, you will automatically receive payment if you do not exclude yourself.
Based on Defendants' records, your total number of Workweeks during the Class Period is: «Total_Weeks»**.**

The estimated amount you are entitled to receive based on the number of Workweeks indicated above ("**Settlement Share**") is: «ESA_Before_Paga», less taxes.

Your estimated Settlement Share is calculated pursuant to the method set forth below:

The Individual Class Workweeks worked during the Class Period by each Participating Class Member will be divided by the total Workweeks worked by all Participating Class Members during the Class Period, resulting in a payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio is then multiplied by the portion of the Net Settlement Amount allocated to the Class to determine his or her individual Participating Class Member Settlement Share.

Taxation of your Settlement Share will be as follows:

Twenty Percent (20%) shall be considered wages. Standard payroll deductions shall be taken from this portion. The Settlement Administrator will issue a check and W-2 Form to each Participating Class Member for this portion of the Settlement Share.

Eighty Percent (80%) shall be considered interest and penalties. No withholding shall be made on this portion. The Settlement Administrator will issue a second check and IRS Form 1099 for this portion. Any taxes due on the portion of the Settlement Share reported on a Form 1099 shall be the responsibility of the individual Participating Class Member.

The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.

<u>What if I believe My Workweeks are Wrong?</u> If you wish to challenge the number of Workweeks shown above, you must provide a written statement stating what you believe to be the correct number of Workweeks you worked during the Class Period. You must also include information and/or documents that support your claim that you worked a different number of Workweeks. Defendants' records will control unless you submit documentation that establishes otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel. In the event the Settlement Administrator is unable to resolve the dispute to the satisfaction of the disputing Class Member, then the Parties will submit the dispute to the Court for resolution at the Final Approval Hearing.

Your share of PAGA civil penalties: Please note that if you were employed at any time from March 27, 2022 through February 23, 2025 ("**PAGA Period**"), you will additionally be entitled to a proportionate share of the $12,500 allocated to PAGA civil penalties as a PAGA Group Member ("**PAGA Payment Share**").

The PAGA Payment Share will be determined by the number of bi-weekly pay periods in which a PAGA Group Member actually performed paid work for Phenix during the PAGA Period as an hourly-paid, non-exempt employee ("**PAGA Pay Period**"). The PAGA Pay Periods worked during the PAGA Period by each PAGA Group Member will be divided by the total PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period, resulting in a payment ratio for each PAGA Group Member. Each PAGA Group Member's payment ratio is then multiplied by the $12,500 allocated to the PAGA Group Members to determine his or her PAGA Payment Share.

Class Members who are entitled to a PAGA Payment Share and who exclude themselves from the Settlement will still be paid their PAGA Payment Share under this paragraph. You will be issued a Form 1099 for this payment.

Your estimated PAGA Payment Share based on your «PAGA_Pay_Periods» PAGA Pay Periods during the PAGA Period indicated above is: «PAGA_Amount»**. You will receive a payment for this sum, even if you exclude yourself from this Settlement.**

11. When would I get my payment?

The Court will hold a hearing on **January 13, 2026, at 9:00 a.m.,** to decide whether to grant final approval of the Settlement. If the Court approves the Settlement, there may still be appeals after that if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the Settlement, call the Settlement Administrator at **1-(800) 523-5773**. *Please be patient*.

If the Court approves the Settlement and if you do not opt out, your payments set forth in Section 10 above are expected to be distributed thereafter.

Uncashed Checks: All checks for Settlement Shares and PAGA Payment Shares shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180-day period after distribution shall be void, and the Participating Class Member's release set forth herein shall remain valid. After the 180-day period following distribution, all uncashed funds will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of the Participating Class Member (sco.ca.gov).

Your payment is expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payments are mailed to your current address.**

12. What am I releasing?

Release As To All Participating Class Members: As of the date the Effective Date and upon full funding of the Settlement by Defendants, each Participating Class Member, and without the need to manually sign a release document, in exchange for the consideration recited in the Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action based on the facts and allegations set forth in the Class Action (the "**Released Claims**"). The Released Claims includes all causes of action and claims that were alleged in the Class Action or reasonably could have been alleged at any time through the end of the Class Period based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief:

(i) All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks (Labor Code § 226.7), Failure to Provide Cool-Down Rest Periods (Labor Code §§ 226, 226.7, 512, 518, 558, 1198), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. & Prof. Code § 17200 *et seq*.), Civil Penalties Under Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq*.), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act. Additionally, to effectuate a release of all claims under the Fair Labor Standards Act, each Settlement check issued to Participating Class Members shall state on its back, "By accepting this payment I agree I have chosen to participate in the Settlement of the Action and waive and release all claims under the Fair Labor Standards Act." Participating Class Members who cash their Settlement checks are deemed to have waived all Released Claims inclusive of claims under the Fair Labor Standards Act during the Class Period. Participating Class Members who do not cash their Settlement checks shall be deemed to have waived all Released Claims except for claims under the Fair Labor Standards Act.

(ii) Participating Class Members who are former employees of Defendants and/or Phenix Truck Body Management and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above.

Release As To All PAGA Group Members: As of the date the Effective Date and upon full funding of the Settlement by Defendants, Plaintiffs, acting as agents and proxies of the Labor and Workforce Development Agency, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, and each PAGA Group Member, without the need to manually sign a release document and in exchange for the consideration received in the Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or could have been alleged at any time through the end of the PAGA Period under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Class Action, including but not limited to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay timely pay wages upon termination or resignation; (f) failure to reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief alleged in or arising out of the operative Consolidated Complaint and Plaintiffs' PAGA notice letters (the "PAGA Released Claims"). PAGA Group Members cannot opt out of or object to the foregoing release of PAGA Released Claims.

"Effective Date" is a condition of performance of the obligations under the Settlement. If no timely objections are filed or if all objections are withdrawn, funding of the settlement shall be within sixty (60) calendar days after the date upon which the Court enters an Order granting Final Approval of the Settlement. If an objection is filed and not withdrawn, funding of the settlement shall be within sixty (60) calendar days after the date for filing an appeal and no such appeal being filed. If any timely appeals are filed, funding of the settlement shall be within sixty (60) calendar days after the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

"**Released Parties**" means: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including, without limitation, Phenix Truck Body Management.

HOW YOU OPT OUT

13. How can I opt out of this Settlement?

If you do not want to remain a member of the Class, you may opt out of the class action Settlement by mailing a written request for exclusion to the Settlement Administrator, Phoenix Settlement Administrators, postmarked no later than **November 24, 2025**. The request for exclusion must be submitted in writing in any form you choose but must be signed by you and must include your full name, current home (or mailing) address, the last four digits of your Social Security number, and a statement that you wish to be excluded from the Settlement. If you timely opt out of the Settlement, you will no longer be a member of the Class and you will be barred from participating in this Settlement. You will not receive any settlement payment if you opt out of this Settlement, except for your share of PAGA civil penalties described in Section 10 above, to the extent you are entitled to one.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

To represent you and other Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Mehrdad Bokhour of Bokhour Law, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. These lawyers are called Class Counsel. They will be compensated from the Maximum Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to $407,160 to them for attorneys' fees, or one-third (33 1/3%) of the Maximum Settlement Amount. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Class Counsel will also ask the Court to award litigation costs and expenses, not to exceed $40,000. Defendants have agreed not to oppose Class Counsel's application for these fees and costs. The Court may choose to award less than the amounts requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

You may appear at the Final Approval Hearing to present any objection you may have to the Settlement, regardless of whether you submit a written objection in advance. You may object to the Settlement either personally or through an attorney. To the extent you wish to submit a written objection, you are strongly encouraged to do so by timely mailing a written notice that you are objecting to the Settlement Administrator (Phoenix Settlement Administrators) postmarked no later than **November 24, 2025**. If you submit a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court. In order for your objection (written or otherwise) to be considered, you must not have opted out. The Final Approval Hearing is presently set for **January 13, 2026, at 9:00 a.m**. If you have not opted out, you may appear, personally or through an attorney, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing.

All written objections must be signed and must contain the following information:

- Your full name;
- Your current home (or mailing) address;
- The last four digits of your Social Security number;
- The case name and number (*Phenix Class Action – LASC Case No. 23STCV06594*);
- All grounds for the objection(s);
- Whether you are represented by counsel, and, if so, the identity of your counsel; and
- Whether you and/or your counsel intend to appear at the Final Approval Hearing.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object. You will also receive a settlement payment, as set forth in Section 10 above.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. If you have submitted a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **January 13, 2026, at 9:00 a.m.,** at the Los Angeles County Superior Court - Spring Street Courthouse, Dept. SS-17, Judge Laura A. Seigle presiding, 312 N. Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

The date of the Final Approval Hearing may change without formal notice to you and any change will be posted on the Settlement Administrator's general website at morales-v-phenix-enterprises.phoenixcases.com, which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Class Members at the hearing. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

Should you choose to appear at the Final Approval Hearing, you may appear remotely. To do so, you may arrange an appearance, instructions for which are available at the Court website (https://my.lacourt.org/laccwelcome). You may need to download the necessary application/program and pass technical validations for your hardware.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive your settlement payment. As set forth in Section 12 above, you will remain a member of the Class and will be bound by all the terms of the Settlement Agreement, including the Release of Claims.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Class Notice summarizes the proposed Settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. If you would like a complete copy of the Settlement Agreement, please contact the Settlement Administrator. You may also go to the LASC website at https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access/ and enter the case number (23STCV06594) to electronically access all publicly filed documents in the Lawsuit. Please note that fees may be charged for retrieval of any documents. You may also access important case documents, including the Final Judgment if the Court grants final approval, on the Settlement Administrator's website at morales-v-phenix-enterprises.phoenixcases.com.

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	CLASS COUNSEL	ATTORNEYS FOR DEFENDANTS ("DEFENSE COUNSEL")
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773 Facsimile: (949) 209-2503 Email: info@phoenixclassaction.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com MOORADIAN LAW, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Telephone: (818) 487-1998 Fax: (888) 783-1030 Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493 Fax: (310) 675-0861 Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (818) 456-6168 Fax: (888) 505-0868	R. Scott Brink rsb@jmbm.com Jeffer Mangels Butler & Mitchell, LLP 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 Telephone: (310) 203-8080 Fax: (310) 203-0567

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This Notice is based only on statements by the Parties to this Lawsuit. You received this Notice to help you decide what steps, if any, to take about this Lawsuit.

NOTIFICACIÓN DE ACUERDO PROPUESTO PARA UNA DEMANDA DE CLASE Y REPRESENTATIVA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN DEL TRIBUNAL

Eduardo Morales, et al. contra Phenix Enterprises, Inc., et al.
Tribunal Superior del Condado de Los Ángeles, caso n.º 23STCV06594

Como empleado actual o antiguo no exento que trabajó para Phenix Enterprises, Inc., Satellite Body, Inc., Safe Vehicle Systems, Inc. y/o Phenix Truck Body Management en California en cualquier momento entre el 24 de marzo de 2019 y el 23 de febrero de 2025, es posible que tenga derecho a recibir dinero de un Acuerdo Colectivo propuesto.

El Tribunal Superior de California, condado de Los Ángeles, autorizó este Aviso de Demanda Colectiva.
Esto no es una solicitud de un abogado. No se trata de una Demanda en su contra. Usted no ha sido Demandado.

LEA ATENTAMENTE ESTE AVISO DE DEMANDA COLECTIVA.
SUS DERECHOS LEGALES SE VEN AFECTADOS POR ELLA.

- Se ha alcanzado un Acuerdo propuesto de Demanda Colectiva y representativa por valor de $1,221,480 (**"Acuerdo**") entre el Demandante Eduardo Morales y el Demandante José Oliva ("**Demandantes**" o "**Demandantes Representativos**" o "**Representantes de la Demanda Colectiva**") y el Demandado Phenix Enterprises, Inc., el Demandado Satellite Body, Inc. y el Demandado Safe Vehicle Systems, Inc. (los "**Demandados**") en nombre de las personas que trabajaron para los Demandados y/o Phenix Truck Body Management como empleados por hora no exentos en California en cualquier momento entre el 24 de marzo de 2019 y el 23 de febrero de 2025 (**"Clase**").
- El Acuerdo resuelve la Demanda de Clase y la Demanda Representativa titulada *Eduardo Morales, José Oliva, a título individual y en nombre de otras personas en situación similar y empleados igualmente perjudicados, contra Phenix Enterprises, Inc., et al.,* Tribunal Superior del Condado de Los Ángeles, caso n.º 23STCV06594 ("**Demanda**"), en la que los Demandantes alegan diversas infracciones en materia de salarios y horarios. El Acuerdo también evita los costos y riesgos de continuar con la Demanda, prevé pagos a la Clase y exime a los Demandados y a Phenix Truck Body Management (conjuntamente "**Phoenix**") de la supuesta responsabilidad.
- El Tribunal no se ha pronunciado sobre la validez de las reclamaciones de la Demanda. Los Demandados han negado y siguen negando todas las reclamaciones y alegaciones formuladas en la Demanda y sostienen que en todo momento cumplieron con la legislación aplicable.
- Este Acuerdo se utilizará para resolver las reclamaciones de todos los Miembros de la Clase. El importe de los acuerdos individuales de los Miembros de la Clase se determinará en función del número de semanas que hayan trabajado para Phenix como empleados no exentos ("semanas laborales") durante el periodo comprendido entre el 24 de marzo de 2019 y el 23 de febrero de 2025 ("**Periodo de la Clase**").
- Los abogados de los miembros de la Clase (**"Abogados de la Clase**") solicitarán al tribunal que conceda hasta $407,160.00, que se pagarán con cargo al Acuerdo (*es decir*, un tercio del Acuerdo total), en concepto de honorarios de abogados por investigar los hechos, litigar el caso y negociar el Acuerdo, así como los costes y gastos del litigio, que no superarán los $40,000, incurridos durante el caso. Los Abogados de la Clase también solicitarán al Tribunal que apruebe: (1) una indemnización incentivadora de $10,000 al Demandante Eduardo Morales y otra de $10,000 al Demandante José Oliva, que ayudaron en el litigio de este caso en beneficio de todos los Miembros de la Clase; (2) un pago de $37,500 a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("**LWDA**"); y (3) hasta un máximo de $10,000 al Administrador del Acuerdo por los gastos incurridos en la administración de este Acuerdo.

<table>
<tr><th colspan="2">SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO</th></tr>
<tr><td>No tiene que hacer nada para participar en el Acuerdo</td><td>Recibirá automáticamente el pago del Acuerdo y renunciará a cualquier derecho que pueda tener para Demandar por presuntas infracciones y reclamaciones relacionadas liberadas por el Acuerdo. Usted recibe un pago y renuncia a sus reclamaciones. (Véanse las secciones 10, 11 y 12, más abajo).
Si no está de Acuerdo con el número de Semanas Laborales que se le asignan en este Aviso de Clase, tendrá hasta el 24 de noviembre de 2025 para presentar cualquier disputa relacionada con el cálculo de sus Semanas Laborales individuales. (Véase la sección 10, más abajo).</td></tr>
<tr><td>Puede optar por no participar en el Acuerdo Colectivo</td><td>Si no desea participar en el Acuerdo, puede excluirse. Para excluirse, debe presentar una solicitud por escrito de exclusión al Administrador del Acuerdo indicando su intención de no formar parte del Acuerdo y firmar y fechar la declaración. La declaración por escrito debe tener matasellos de fecha 24 de noviembre de 2025 o anterior. Si se excluye, no renunciará a ninguna reclamación contra Phenix, excepto las reclamaciones exoneradas por la Ley PAGA, y no recibirá ningún pago de este Acuerdo, excepto su parte de las sanciones civiles de la Ley PAGA en la medida en que tenga derecho a ellas. (Véanse las secciones 10, 12 y 13, más abajo).</td></tr>
</table>

Los miembros participantes de la Clase pueden oponerse al Acuerdo Colectivo	Cualquier miembro Participante de la Clase que no se excluya (“**Miembros participantes de la Clase**”) puede oponerse a cualquier aspecto del Acuerdo propuesto. La decisión del tribunal sobre si concede la aprobación definitiva del Acuerdo incluirá una determinación de la cantidad que se pagará a los abogados de la Clase y a los Demandantes que interpusieron la Demanda en nombre de los miembros de la Clase. Usted no es personalmente responsable de ningún pago a los abogados de la Clase ni a los Demandantes, pero cada dólar pagado a los abogados de la Clase y a los Demandantes reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede oponerse a las cantidades solicitadas por los abogados de la Clase o los Demandantes si considera que no son razonables. (*Véase la sección 16, más adelante)*. Su objeción debe tener fecha de matasellos anterior al **24 de noviembre de 2025.** (*Véase la sección 16, más abajo)*. No puede objetar si ha optado por excluirse.

INFORMACIÓN BÁSICA

¿Por qué he recibido este paquete de notificación de la Clase?

Los registros de los Demandados indican que usted trabajó para Phenix en California como empleado por hora no exento en algún momento durante el período comprendido entre el 24 de marzo de 2019 y el 23 de febrero de 2025 (*véase la sección 6, más abajo*).

Se le ha enviado esta Notificación de Demanda Colectiva porque tiene derecho a conocer el Acuerdo propuesto en relación con esta Demanda y todas sus opciones antes de que el tribunal decida si aprueba definitivamente el Acuerdo. Si el tribunal aprueba el Acuerdo y una vez resueltas las objeciones y apelaciones, un “**Administrador del Acuerdo**” designado por el tribunal realizará los pagos que permite el Acuerdo. Este paquete explica la Demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quiénes son elegibles para ellos y cómo obtenerlos.

El tribunal en el que se encuentra pendiente este caso es el Tribunal Superior de California para el condado de Los Ángeles. Las personas que presentaron la Demanda se denominan “Demandantes”, y las entidades a las que Demandaron se denominan “Demandados”.

2. ¿De qué trata esta Demanda?

El 24 de marzo de 2023, el Demandante Eduardo Morales presentó una Demanda de Clase en el Tribunal Superior del Condado de Los Ángeles (caso n.º 23STCV06594) contra los Demandados, en su propio nombre y en nombre de otras personas. Posteriormente, el Demandante José Oliva presentó una Demanda de Clase por separado.

El 17 de junio de 2024, los Demandantes presentaron la Demanda consolidada operativa (Demanda de Clase y Demanda representativa), en la que se alegan las siguientes causas de acción: (1) Incumplimiento de la obligación de proporcionar períodos de comida; (2) Incumplimiento de la obligación de proporcionar períodos de descanso; (3) Incumplimiento de la obligación de pagar los salarios; (4) Incumplimiento de la obligación de pagar los salarios a tiempo en caso de despido o separación; (5) Incumplimiento del pago puntual de los salarios de vacaciones al término del contrato; (6) Incumplimiento de la obligación de proporcionar nóminas precisas; (7) Incumplimiento de la obligación de reembolsar los gastos de empresa; (8) Violación de la Ley de Prácticas Comerciales Desleales - Código de Negocios y Profesiones §§ 17200 y siguientes; y (9) Sanciones de conformidad con la Ley General de Abogados Privados (“PAGA”) de Acuerdo con las notificaciones requeridas comunicadas por los Demandantes a la LWDA y a los Demandados.

Los Demandados han negado enérgicamente y se han defendido contra las acusaciones de la Demanda, afirmando que han pagado a sus empleados correctamente y que no tienen ninguna responsabilidad por ninguna de las reclamaciones alegadas en virtud de ninguna ley, orden salarial, derecho consuetudinario o teoría equitativa.

3. ¿Por qué se trata de una Demanda colectiva?

En una Demanda colectiva, una o más personas denominadas “representantes de la Clase” o “Demandantes representantes” interponen una Demanda en nombre de personas que tienen reclamaciones similares. Todas estas personas conforman una “Clase” y se denominan “miembros de la Clase”, excepto aquellas que deciden excluirse de la misma. Un tribunal resuelve las cuestiones que afectan a todos los miembros de la Clase.

4. ¿Por qué hay un Acuerdo?

Desde que se presentó la Demanda, se ha llevado a cabo una investigación y se ha intercambiado información. Los Demandantes y los Demandados han participado en mediaciones con mediadores neutrales muy respetados. Posteriormente, los Demandantes y los Demandados han llegado a este Acuerdo para evitar el coste y el riesgo de un nuevo litigio.

El Tribunal Superior de California, Condado de Los Ángeles, no se ha pronunciado sobre el fondo de las reclamaciones de los Demandantes ni sobre las defensas de los Demandados. Sin embargo, el tribunal ha aprobado de forma preliminar el Acuerdo propuesto. El Tribunal decidirá si concede la aprobación definitiva del Acuerdo en la Audiencia de Aprobación Definitiva prevista para el **13 de enero de 2026, a las 9:00 a.m.** El Tribunal se encuentra en 312 N. Spring Street, Los Ángeles, CA, 90012, en el Departamento SS-17, y lo preside la jueza Laura A. Seigle.

El Acuerdo no significa que se haya infringido ninguna ley. El Acuerdo propuesto es una solución de las reclamaciones en litigio y no significa que los Demandados hayan infringido ninguna ley ni sean responsables de ninguna de las acusaciones formuladas por los

Demandantes. Los Demandados niegan todas las reclamaciones legales alegadas en esta Demanda y afirman también que una Demanda colectiva es inadecuada para cualquier fin que no sea este Acuerdo. Los Demandantes y los Abogados de la Clase consideran que este Acuerdo es justo y razonable y que redunda en el mejor interés de todos los Miembros de la Clase.

5. ¿Qué es un Acuerdo de Demanda colectiva?

El tribunal debe aprobar los términos del Acuerdo que se describen a continuación como justos y razonables para la Clase. Una vez aprobado, el Acuerdo afectará a todos los miembros Participantes de la Clase, excepto a aquellos que hayan optado por excluirse (*es decir,* aquellas personas que se excluyan de este Acuerdo). Este aviso la Clase explica sus derechos legales, los términos del Acuerdo, lo que debe hacer para participar en el Acuerdo y la cantidad de dinero que puede obtener del Acuerdo. Lea atentamente todo este aviso a la Clase.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Para saber si recibirá dinero de este Acuerdo, primero debe decidir si es miembro de la Clase.

6. ¿Cómo puedo saber si soy miembro de la Clase?

Las partes han acordado, sujeto a la aprobación del Tribunal, que la Clase está compuesta por la Siguiente Clase:

Los **Miembros de la Clase** se definen como:

Todas las personas que trabajaron para los Demandados y/o Phenix Truck Body Management como empleados por hora no exentos en California en cualquier momento entre el 24 de marzo de 2019 y el 23 de febrero de 2025 ("**Período de la Demanda Colectiva**").

Si ha recibido esta Notificación de la Clase, se le considera miembro de la Clase.

7. ¿Hay excepciones para ser incluido?

Puede optar por excluirse de este Acuerdo. Si decide excluirse de este Acuerdo, no será miembro de la Clase.

8. Todavía no estoy seguro de si soy miembro de la Clase. ¿Qué debo hacer?

Usted está recibiendo este Aviso de Clase porque los registros de los Demandados indican que es miembro de la Clase. Si cree que ha recibido este Aviso de Clase por error, notifíquelo inmediatamente al Administrador del Acuerdo.

Si esta Notificación de la Clase se envió a una dirección diferente a la que reside actualmente, debe ponerse en contacto con el Administrador del Acuerdo y proporcionar información actualizada para garantizar que cualquier correspondencia futura o el pago del Acuerdo le lleguen a su dirección actual.

No es necesario que realice ninguna acción para recibir el pago en virtud de este Acuerdo.

VENTAJAS DEL ACUERDO: LO QUE OBTENDRÁ

9. ¿Qué ofrece el Acuerdo?

El Acuerdo establece que los Demandados pagarán un millón doscientos veintiún mil cuatrocientos ochenta dólares ($1,221,480) (la "**Cantidad Máxima del Acuerdo**") para resolver completamente las reclamaciones que se están resolviendo y liberando en la Demanda. A la espera de la aprobación del tribunal, la Cantidad Máxima del Acuerdo se distribuirá de la siguiente manera: (1) al Administrador del Acuerdo por sus gastos, hasta un máximo de diez mil dólares ($10,000); (2) a los abogados de la Clase por sus honorarios legales en la Demanda, incluido cualquier trabajo que realicen en el futuro, hasta un máximo de cuatrocientos siete mil ciento sesenta dólares ($407,160), que es un tercio (33 1/3 %) del importe máximo del Acuerdo; (3) a los abogados de la Clase por sus costes y gastos de litigio, hasta un máximo de cuarenta mil dólares ($40,000); (4) a los Demandantes representativos Eduardo Morales y José Oliva como recompensa por los servicios prestados en nombre de los miembros de la Clase y por el riesgo de pago de las costas en caso de que el resultado de la Demanda hubiera sido desfavorable, hasta un máximo de diez mil dólares ($10,000) cada uno; (5) a la LWDA, la suma de treinta y siete mil quinientos dólares ($37,500) como su parte de las sanciones de la Ley PAGA; (6) la suma de doce mil quinientos dólares ($12,500) a los miembros de la Clase PAGA en concepto de su parte de las sanciones PAGA, y (7) la suma restante, estimada en no menos de seiscientos noventa y cuatro mil trescientos veinte dólares ($694,320) (el "**Importe neto del Acuerdo**"), se distribuirá íntegramente entre los miembros de la Clase que reúnan los requisitos para recibir el pago.

Los términos reales y completos del Acuerdo se establecen en la Estipulación Conjunta Modificada del Acuerdo ("**Acuerdo de Conciliación**") presentada ante el Tribunal. Puede obtener una copia completa del Acuerdo de Conciliación llamando al Administrador del Acuerdo, cuya información de contacto se proporciona en la Sección 20, más abajo.

10. ¿A cuánto ascenderá mi pago? ¿Cómo recibiré el pago?

Como miembro de la Clase, recibirá automáticamente el pago si no se excluye.
Según los registros de los Demandados, su número total de Semanas Laborales durante el Período de la Demanda Colectiva es: «Total_Weeks»**.**

La cantidad estimada que tiene derecho a recibir en función del número de semanas laborales indicado anteriormente (**“Parte del Acuerdo**”) es: «ESA_Before_Paga», menos impuestos.

Su parte estimada del Acuerdo se calcula de Acuerdo con el método que se establece a continuación:

Las semanas laborales individuales trabajadas durante el Período de la Demanda Colectiva por cada miembro participante de la Clase se dividirán entre el total de semanas laborales trabajadas por todos los miembros participantes de la Clase durante el Período de la Demanda Colectiva, lo que dará como resultado una proporción de pago para cada miembro participante de la Clase. A continuación, la proporción de pago de cada miembro participante de la Clase se multiplica por la parte del importe neto del Acuerdo asignado a la Clase para determinar su parte del Acuerdo individual como miembro participante de la Clase.

La tributación de su parte del Acuerdo será la siguiente:

El veinte por ciento (20 %) se considerará salario. Se aplicarán las deducciones salariales estándar a esta parte. El Administrador del Acuerdo emitirá un cheque y un formulario W-2 a cada miembro participante de la Clase por esta parte de la parte del Acuerdo.

El ochenta por ciento (80 %) se considerará intereses y sanciones. No se realizará ninguna retención sobre esta parte. El Administrador del Acuerdo emitirá un segundo cheque y un formulario 1099 del IRS para esta parte. Cualquier impuesto adeudado sobre la parte de la participación en el Acuerdo que se declare en el formulario 1099 será responsabilidad de cada miembro Participante de la Clase.

El Administrador del Acuerdo será responsable de emitir los pagos y calcular y retener todos los impuestos estatales y federales requeridos.

<u>¿Qué pasa si creo que mis semanas laborales son incorrectas</u>? Si desea impugnar el número de semanas laborales que se muestra arriba, debe proporcionar una declaración por escrito en la que indique cuál cree que es el número correcto de semanas laborales que trabajó durante el período de la Demanda colectiva. También debe incluir información y/o documentos que respalden su afirmación de que trabajó un número diferente de semanas laborales. Los registros de los Demandados prevalecerán a menos que presente documentación que demuestre lo contrario. Si existe una disputa sobre cuál es la información correcta, el Administrador del Acuerdo resolverá la impugnación con la ayuda del abogado de la Clase y el abogado de la defensa. En caso de que el Administrador del Acuerdo no pueda resolver la disputa a satisfacción del miembro de la Clase en disputa, las partes someterán la disputa al tribunal para su resolución en la Audiencia de Aprobación Definitiva.

Su parte de las sanciones civiles de la Ley PAGA: Tenga en cuenta que, si estuvo empleado en cualquier momento entre el 27 de marzo de 2022 y el 23 de febrero de 2025 (**“Periodo PAGA**”), tendrá derecho además a una parte proporcional de los $12,500 asignados a las sanciones civiles de la Ley PAGA como miembro de la Clase PAGA (“**Parte del Pago PAGA**”).

La parte del pago PAGA se determinará en función del número de períodos de pago quincenales en los que un miembro de la Clase PAGA haya realizado efectivamente un trabajo remunerado para Phenix durante el período PAGA como empleado por horas no exento (“**Período de Pago PAGA**”). Los Períodos de pago PAGA trabajados durante el Período PAGA por cada miembro de la Clase PAGA se dividirán entre el total de Períodos de pago PAGA trabajados por todos los miembros de la Clase PAGA durante el Período PAGA, lo que dará como resultado una proporción de pago para cada miembro de la Clase PAGA. A continuación, la proporción de pago de cada miembro de la Clase PAGA se multiplica por los $12,500 asignados a los miembros de la Clase PAGA para determinar su Participación en el pago PAGA.

Los miembros de la Clase que tengan derecho a una parte del pago PAGA y que se excluyan del Acuerdo seguirán recibiendo su parte del pago PAGA en virtud de este párrafo. Se le emitirá un formulario 1099 por este pago.

Su parte estimada del pago PAGA basada en sus «PAGA_Pay_Periods» períodos de pago PAGA durante el período PAGA indicado anteriormente es: «PAGA_Amount»**. Recibirá un pago por esta suma, incluso si se excluye de este Acuerdo.**

11. ¿Cuándo recibiré mi pago?

El Tribunal celebrará una audiencia el **13 de enero de 2026, a las 9:00 a.m.,** para decidir si aprueba definitivamente el Acuerdo. Si el Tribunal aprueba el Acuerdo, aún puede haber apelaciones después de eso si alguien se opone. Siempre es incierto cuándo se pueden resolver estas objeciones y apelaciones, y resolverlas puede llevar tiempo. Para verificar el progreso del Acuerdo, llame al Administrador del Acuerdo al **1-(800) 523-5773.** *Por favor, tenga paciencia.*

Si el Tribunal aprueba el Acuerdo y usted no se excluye, se espera que los pagos establecidos en la Sección 10 anterior se distribuyan a partir de entonces.

<u>Cheques no cobrados</u>: Todos los cheques correspondientes a las participaciones en el Acuerdo y a los pagos PAGA seguirán siendo válidos y negociables durante 180 días a partir de la fecha de su emisión. Cualquier cheque que no se haya cobrado durante el período de 180 días posterior a la distribución quedará sin efecto, y la exención del Miembro Participante de la Clase establecida en el presente documento seguirá siendo válida. Tras el período de 180 días posterior a la distribución, todos los fondos no cobrados se enviarán al Contralor del Estado de California para que los conserve de conformidad con la Ley de Propiedad No Reclamada a nombre del Miembro Participante de la Clase (sco.ca.gov).

Se espera que su pago se envíe por correo a la dirección en la que recibió esta Notificación de Clase. **<u>Si su dirección postal cambia por cualquier motivo, debe notificarlo inmediatamente al Administrador del Acuerdo para garantizar que sus pagos se envíen por correo a su dirección actual.</u>**

12. ¿Qué estoy liberando?

Renuncia con respecto a todos los miembros participantes de la Clase: A partir de la fecha de entrada en vigor y tras la financiación completa del Acuerdo por parte de los Demandados, cada miembro participante de la Clase, y sin necesidad de firmar manualmente un documento de renuncia, a cambio de la contraprestación establecida en el Acuerdo de conciliación, en nombre propio y en nombre de sus herederos, albaceas, administradores, abogados, agentes y cesionarios, exime y exime por la presente, de forma plena y definitiva, a las Partes exoneradas de todas y cada una de las reclamaciones, Demandas, derechos, responsabilidades y causas de acción que se hayan presentado o se hubieran podido presentar contra las Partes exoneradas en la Clase, basándose en los hechos y alegaciones expuestos en la Clase (las "**Reclamaciones exoneradas**"). Las Reclamaciones exoneradas incluyen todas las causas de acción y reclamaciones que se alegaron en la Demanda Clase o que podrían haberse alegado razonablemente en cualquier momento hasta el final del Período de la Demanda Clase basándose en los hechos y las teorías jurídicas contenidos en la Demanda operativa, incluyendo, entre otras, todas las siguientes reclamaciones de indemnización:

(i) Todas las causas de acción y reclamaciones que se alegaron en la Demanda de Clase o que podrían haberse alegado razonablemente basándose en los hechos y las teorías jurídicas contenidos en la Demanda operativa, incluyendo, entre otras, todas las siguientes reclamaciones de indemnización: Incumplimiento del pago del salario mínimo (Código Laboral §§ 204, 1194, 1194.2, 1197), Incumplimiento del pago de la compensación por horas extras (Código Laboral §§ 510, 1194, 1198), Incumplimiento de la obligación de proporcionar descansos para comer (Código Laboral §§ 226.7, 512), Incumplimiento de la obligación de autorizar y permitir descansos (Código Laboral § 226.7), incumplimiento de la obligación de proporcionar períodos de descanso para refrescarse (Código Laboral §§ 226, 226.7, 512, 518, 558, 1198), incumplimiento de la obligación de indemnizar los gastos comerciales necesarios (Código Laboral § 2802), Incumplimiento de la obligación de pagar puntualmente el salario final al término del contrato (Código Laboral §§ 201-203), incumplimiento de la obligación de proporcionar nóminas detalladas y precisas (Código Laboral § 226), prácticas comerciales desleales (Código de Negocios y Profesiones § 17200 *y siguientes*), sanciones civiles en virtud de la Ley General de Abogados Privados de 2004 (Código Laboral § 2698 *y siguientes*), reclamaciones de restitución y otras medidas equitativas, daños y perjuicios liquidados, sanciones civiles, sanciones legales, daños punitivos, sanciones por tiempo de espera, intereses, así como todas las disposiciones similares en virtud de la Ley de Normas Laborales Justas, incluidas las secciones 206, 207 y 216 del título 29 del Código de los Estados Unidos, y la Ley Nacional de Relaciones Laborales. Además, para hacer efectiva la renuncia a todas las reclamaciones en virtud de la Ley de Normas Laborales Justas, cada cheque del Acuerdo emitido a los Miembros Participantes de la Clase deberá indicar en su reverso: "Al aceptar este pago, acepto que he decidido participar en el Acuerdo de la Demanda y renuncio a todas las reclamaciones en virtud de la Ley de Normas Laborales Justas". Se considerará que los Miembros Participantes de la Clase que cobren sus cheques del Acuerdo han renunciado a todas las Reclamaciones Exoneradas, incluidas las Reclamaciones en virtud de la Ley de Normas Laborales Justas durante el Período de la Demanda Colectiva. Se considerará que los Miembros Participantes de la Clase que no cobren sus cheques del Acuerdo han renunciado a todas las Reclamaciones Exoneradas, excepto las Reclamaciones en virtud de la Ley de Normas Laborales Justas.

(ii) Los miembros participantes de la Clase que sean antiguos empleados de los Demandados y/o de Phenix Truck Body Management y que participen en el Acuerdo y reciban un pago en virtud del mismo, renunciarán, en virtud del mismo, a cualquier reclamación en virtud de la Sección 203 del Código Laboral por el impago de los salarios adeudados al final de la relación laboral, sobre la base de las reclamaciones expuestas anteriormente.

Renuncia con respecto a todos los miembros de la Clase PAGA: A partir de la fecha de entrada en vigor y tras la financiación completa del Acuerdo por parte de los Demandados, los Demandantes, en calidad de agentes y representantes de la Agencia de Desarrollo Laboral y de la Fuerza Laboral, en nombre propio y en nombre de sus herederos, albaceas, administradores, abogados, agentes y cesionarios, y cada miembro de la Clase PAGA, sin necesidad de firmar manualmente un documento de renuncia y a cambio de la contraprestación recibida en el Acuerdo de conciliación, en nombre propio y en nombre de sus herederos, albaceas, administradores, abogados, agentes y cesionarios actuales, anteriores y futuros, por la presente eximen y eximen plena y definitivamente a las partes exoneradas de todas y cada una de las reclamaciones, Demandas, derechos, responsabilidades y causas de acción que se hayan presentado o se hubieran podido presentar contra las Partes exoneradas en la Clase por sanciones civiles de conformidad con la Ley PAGA que se alegaron o se hubieran podido alegar en cualquier momento hasta el final del Período PAGA en virtud del Código Laboral, las leyes estatales o locales sobre salarios y horas de trabajo y las Órdenes salariales, ya sean conocidas o desconocidas, basadas en los hechos y las teorías jurídicas contenidos en la Clase, incluyendo, entre otros (a) el impago del salario mínimo; (b) incumplimiento del pago de la compensación por horas extras; (c) incumplimiento de la obligación de proporcionar períodos de comida o una compensación en su lugar; (d) incumplimiento de la obligación de proporcionar períodos de descanso o una compensación en su lugar; (e) incumplimiento del pago puntual de los salarios en caso de despido o renuncia; (f) incumplimiento de la obligación de reembolsar los gastos comerciales necesarios; (g) incumplimiento de la obligación de proporcionar nóminas completas y precisas; (h) el impago puntual de todos los salarios que podrían haberse basado en las reclamaciones, causas de acción o teorías jurídicas de reparación descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías jurídicas de reparación alegadas en la Demanda consolidada vigente y en las cartas de notificación PAGA de los Demandantes (las "Reclamaciones Exoneradas PAGA"). Los miembros de la Clase PAGA no pueden excluirse ni oponerse a la exención anterior de las reclamaciones exoneradas por la Ley PAGA.

La **"Fecha de entrada en vigor"** es una condición para el cumplimiento de las obligaciones derivadas del Acuerdo. Si no se presentan objeciones a tiempo o si se retiran todas las objeciones, la financiación del Acuerdo se realizará en un plazo de sesenta (60) días naturales a partir de la fecha en que el Tribunal dicte una orden por la que se apruebe definitivamente el Acuerdo. Si se presenta una objeción y no se retira, la financiación del Acuerdo se realizará en un plazo de sesenta (60) días naturales a partir de la fecha de presentación de un recurso y de que no se haya presentado dicho recurso. Si se presentan recursos dentro del plazo establecido, la financiación del Acuerdo se realizará en un plazo de sesenta (60) días naturales a partir de la fecha de resolución (o retirada) de dicho recurso, de manera que no se alteren los términos del Acuerdo.

"**Partes exoneradas**" significa: los Demandados y cada uno de sus antiguos y actuales directores, funcionarios, accionistas, propietarios, abogados, aseguradoras, predecesores, sucesores, cesionarios, filiales y afiliados, incluyendo, sin limitación, Phenix Truck Body Management.

CÓMO PUEDE OPTAR POR NO PARTICIPAR

13. ¿Cómo puedo excluirme de este Acuerdo?

Si no desea seguir siendo miembro de la Clase, puede excluirse del Acuerdo de la Demanda colectiva enviando por correo una solicitud por escrito de exclusión al Administrador del Acuerdo, Phoenix Settlement Administrators, con matasellos no posterior al **24 de noviembre de 2025**. La solicitud de exclusión debe presentarse por escrito en cualquier formato que usted elija, pero debe estar firmada por usted e incluir su nombre completo, su domicilio actual (o dirección postal), los cuatro últimos dígitos de su número de la Seguridad Social y una declaración en la que indique que desea ser excluido del Acuerdo. Si se excluye del Acuerdo a tiempo, dejará de ser miembro de la Clase y se le prohibirá participar en este Acuerdo. No recibirá ningún pago del Acuerdo si se excluye de este Acuerdo, excepto su parte de las sanciones civiles de la Ley PAGA descritas en la Sección 10 anterior, en la medida en que tenga derecho a ellas.

LOS ABOGADOS QUE LE REPRESENTAN

14. ¿Tengo un abogado en este caso?

Para representarle a usted y a otros miembros de la Clase en esta Demanda, el Tribunal ha designado a Zorik Mooradian y Haik Hacopian, de Mooradian Law, APC; a Mehrdad Bokhour, de Bokhour Law, P.C.; y a Joshua S. Falakassa, de Falakassa Law, P.C. Estos abogados se denominan Abogados de la Clase. Se les remunerará con cargo al Importe Máximo del Acuerdo, tal y como se indica en este Aviso a la Clase. Si desea ser representado por su propio abogado, puede contratar uno por su cuenta.

15. ¿Cómo se pagará a los abogados?

Los abogados de la Clase solicitarán al tribunal que apruebe el pago de hasta $407,160 en concepto de honorarios, lo que equivale a un tercio (33,33 %) del importe máximo del Acuerdo. Los honorarios se destinarán a pagar a los abogados de la Clase por investigar los hechos, litigar el caso y negociar y cerrar el Acuerdo. Los abogados de la Clase también solicitarán al tribunal que conceda las costas y gastos del litigio, que no superarán los $40,000. Los Demandados han acordado no oponerse a la solicitud de los abogados de la Clase de estos honorarios y costas. El tribunal puede optar por conceder una cantidad inferior a la solicitada por los abogados de la Clase.

OBJECIÓN AL ACUERDO

Puede comunicar al tribunal que no está de Acuerdo con el Acuerdo o con alguna parte del mismo.

16. ¿Cómo le comunico al Tribunal que no estoy de Acuerdo con el Acuerdo?

Puede comparecer en la Audiencia de Aprobación Definitiva para presentar cualquier objeción que tenga al Acuerdo, independientemente de si presenta una objeción por escrito con antelación. Puede oponerse al Acuerdo personalmente o a través de un abogado. Si desea presentar una objeción por escrito, le recomendamos encarecidamente que lo haga enviando por correo una notificación por escrito en la que indique que se opone al Acuerdo al Administrador del Acuerdo (Phoenix Settlement Administrators) con fecha de matasellos no posterior al **24 de noviembre de 2025.** Si presenta una objeción por escrito antes de la fecha límite y de conformidad con este párrafo, no es necesario que comparezca en persona en la Audiencia de Aprobación Definitiva para que el tribunal considere su objeción. Para que su objeción (por escrito o de otro tipo) sea considerada, no debe haberse excluido. La Audiencia de Aprobación Definitiva está prevista actualmente para el **13 de enero de 2026, a las 9:00 a. m.** Si no se ha excluido, puede comparecer, personalmente o a través de un abogado, en la Audiencia de Aprobación Definitiva para presentar su objeción directamente ante el Tribunal. Si desea presentar cualquier escrito, documento o memorándum legal en apoyo de su objeción, puede proporcionarlos al Administrador del Acuerdo junto con su notificación por escrito de que se opone, o puede presentarlos directamente ante el tribunal a más tardar quince (15) días antes de la Audiencia de Aprobación Definitiva.

Todas las objeciones por escrito deben estar firmadas y deben contener la siguiente información:

- Su nombre completo;
- Su domicilio actual (o dirección postal);
- Los cuatro últimos dígitos de su número de la Seguridad Social;
- El nombre y número del caso (*Demanda Clase Phenix – Caso LASC n.º 23STCV06594*);
- Todos los motivos de la objeción u objeciones;
- Si está representado por un abogado y, en caso afirmativo, la identidad de su abogado; y
- Si usted y/o su abogado tienen intención de comparecer en la Audiencia de Aprobación Definitiva.

Si se opone al Acuerdo y el Tribunal lo aprueba, quedará vinculado por los términos del Acuerdo de la misma manera que un Miembro de la Clase que no se oponga. También recibirá un pago del Acuerdo, tal y como se establece en la Sección 10 anterior.

AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

El Tribunal celebrará una audiencia para decidir si aprueba el Acuerdo. Puede asistir y solicitar intervenir, pero no está obligado a hacerlo. Si ha presentado una objeción por escrito dentro del plazo y de conformidad con este párrafo, no es necesario que comparezca en persona en la Audiencia de Aprobación Definitiva para que el Tribunal considere su objeción.

17. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el **13 de enero de 2026, a las 9:00 a.m.,** en el Tribunal Superior del Condado de Los Ángeles - Spring Street Courthouse, Dept. SS-17, presidida por la jueza Laura A. Seigle, 312 N. Spring Street, Los Ángeles, CA 90012. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará. El juez escuchará a las personas que hayan solicitado intervenir en la audiencia. Durante la audiencia o después de ella, el Tribunal decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo llevará esta decisión.

La fecha de la Audiencia de Aprobación Definitiva puede cambiar sin previo aviso formal y cualquier cambio se publicará en el sitio web general del Administrador del Acuerdo, morales-v-phenix-enterprises.phoenixcases.com, que debe consultar periódicamente.

18. ¿Tengo que asistir a la audiencia?

No. Los abogados de la Demanda colectiva representarán a los Miembros Participantes de la Clase en la audiencia. Sin embargo, puede asistir por su cuenta y riesgo. Si ha enviado una objeción, no es necesario que acuda al tribunal para hablar de ella. Siempre que haya enviado su objeción por escrito a tiempo, el tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es obligatorio.

Si decide comparecer en la Audiencia de Aprobación Definitiva, puede hacerlo de forma remota. Para ello, puede concertar una comparecencia, cuyas instrucciones están disponibles en el sitio web del tribunal (https://my.lacourt.org/laccwelcome). Es posible que tenga que descargar la aplicación o el programa necesarios y superar las validaciones técnicas de su hardware.

SI NO HACE NADA

19. ¿Qué ocurre si no hago nada?

Si no hace nada, recibirá el pago del Acuerdo. Tal y como se establece en la sección 12 anterior, seguirá siendo miembro de la Clase y estará sujeto a todos los términos del Acuerdo de conciliación, incluida la Renuncia a reclamaciones.

OBTENER MÁS INFORMACIÓN

20. ¿Hay más detalles sobre el Acuerdo?

Este Aviso a la Clase resume el Acuerdo propuesto. Puede llamar o ponerse en contacto con el Abogado de la Clase o con el Administrador del Acuerdo si desea obtener más información sobre el caso. Si desea obtener una copia completa del Acuerdo de conciliación, póngase en contacto con el Administrador del Acuerdo. También puede visitar el sitio web de LASC en https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access/ e introducir el número de caso (23STCV06594) para acceder electrónicamente a todos los documentos presentados públicamente en la Demanda. Tenga en cuenta que se pueden cobrar tasas por la recuperación de cualquier documento. También puede acceder a documentos importantes del caso, incluida la sentencia definitiva si el tribunal concede la aprobación definitiva, en el sitio web del Administrador del Acuerdo en morales-v-phenix-enterprises.phoenixcases.com.

EL ADMINISTRADOR DEL ACUERDO ES:	ABOGADOS DE LA CLASE	ABOGADOS DE LOS DEMANDADOS ("ABOGADOS DEFENSORES")
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Teléfono: (800) 523-5773 Fax: (949) 209-2503 Correo: info@phoenixclassaction.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com MOORADIAN LAW, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Teléfono: (818) 487-1998 Fax: (888) 783-1030	R. Scott Brink rsb@jmbm.com Jeffer Mangels Butler & Mitchell, LLP 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 Teléfono: (310) 203-8080 Fax: (310) 203-0567

	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493 Fax: (310) 675-0861 Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (818) 456-6168 Fax: (888) 505-0868	

POR FAVOR, NO SE PONGAN EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ O LOS DEMANDADOS PARA REALIZAR CONSULTAS.

Las declaraciones contenidas en este documento no son conclusiones de un tribunal de justicia. Estas declaraciones no son una expresión de opinión o aprobación por parte de un juez. Este aviso se basa únicamente en las declaraciones de las partes de esta Demanda. Usted ha recibido este aviso para ayudarle a decidir qué medidas tomar, si las hay, con respecto a esta Demanda.

Exhibit B

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	298
Opt Out Rate	0.67%
Opt Outs Received	2
Total Class Claimants	296
Subtotal Admin Only	**$9,437.22**

Not-to-Exceed Total $9,250.00

December 17, 2025

Case: Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al., Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$125.00	3	$375.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$140.60	1	$140.60
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$175.00	2	$350.00
		Total	**$1,147.60**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.50	298	$149.00
Notice Packet & Opt-Out Form	$1.25	298	$372.50
Estimated Postage (up to 2 oz.)*	$0.76	298	$226.48
Static Website	$200.00	1	$200.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$2,322.98**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.00	30	$29.80
Remail Notice Packets	$1.25	30	$37.25
Estimated Postage	$0.76	30	$22.65
Programming Undeliverables	$55.00	3	$165.00
		Total	**$419.70**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	2	$270.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	7	$74.50
Case Manager	$85.00	2	$170.00
		Total	**$879.50**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$125.00	3	$375.00
Mail Class Checks *	$1.25	296	$370.00
Estimated Postage	$0.64	296	$189.44
		Total	**$1,824.44**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	3	$300.00
Remail Undeliverable Checks (Postage Included)	$2.50	59	$148.00
Case Associate	$75.00	5	$375.00
Reconcile Uncashed Checks	$85.00	2	$170.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	2	$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,250.00	1	$1,250.00
Uncashed to Cy Pres			
		Total	**$2,843.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Total:	**$9,437.22**

Declaration of Haik Hacopian

DECLARATION OF HAIK HACOPIAN

I, Haik Hacopian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I work for Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff Eduardo Morales and have been appointed as Class Counsel in the class action lawsuit entitled *Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al.,* and bearing Los Angeles County Superior Court Case No. 23STCV06594. I make this Declaration in support of Plaintiffs' Motion for Final Approval based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I am a 2010 graduate of St. John's University School of Law. I was admitted to the New York State Bar in February of 2011 and was assigned Registration Number 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned State Bar Number 282361 and have been active and in good standing since. I have been involved in the litigation of complex cases at all stages throughout my career including wage and hour class actions and representative PAGA actions. I am currently actively involved with numerous class action and PAGA matters in various litigation stages.

3. The following is a short title index of wage-and-hour class action cases in which I have represented and/or continue to represent named plaintiff in the capacity of co-counsel: Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Nuno v. Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Balaguer v. Eminent, Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building Maintenance/BC681320; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura

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v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560; Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./19STCV16330.

4. I am familiar with California wage and hour law including the laws governing the alleged violations and the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. I know of no conflicts as to why I, Mr. Mooradian, or co-counsel could not continue to serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. I also know of no conflicts that would preclude Mr. Morales from continuing to serve as a Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement continues to remain fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense,

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complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of $1,221,480 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by Hon. Amy D. Hogue (ret.) and Mr. Jeffrey Fuchsman, respected neutral mediators; and (viii) the overwhelmingly positive response from the class to date with nary an objection and only two exclusion requests.

7. The Parties have conducted investigation of the operative facts and applicable law during the pendency of the case through formal and informal discovery. Plaintiffs have reviewed and examined class data and has retained the services of an expert who has analyzed the damages and evaluated the potential class wide exposure. Prior to the first mediation, Defendants produced a random sample time and payroll records for 59 of 289 class members (the total at the time), approximately 20%, as well as relevant policies.

8. On April 12, 2024, Plaintiffs and Defendants participated in a full-day mediation before Hon. Amy D. Hogue (ret.) but were unable to reach a resolution. Thereafter, the Parties resumed litigation and agreed to a second mediation session. Prior to this session, as additional information was unraveled as to the asserted claims, Plaintiffs' exposure analysis was refined with expert assistance. At their second mediation session on November 25, 2024 with Mr. Jeffrey P. Fuchsman, the Parties were able to reach a resolution through a mediator's proposal. They subsequently entered into their Joint Stipulation of Settlement, a true and correct copy of which was included as part of Plaintiffs' Preliminary Approval filing.

9. This Court entered the Preliminary Approval Order on September 16, 2025. Prior to the hearing, on August 12, 2025, Plaintiffs filed their Motion for Preliminary Approval and supporting papers. On September 10, 2025, the Court granted the Motion subject to: (1) a report as to whether the escalator had been triggered, and (2) a revision to the PAGA release at Paragraph 70. On September 12, 2025, Plaintiffs filed a supplemental brief in response which also included the operative Settlement Agreement which reflected the

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requested changes to the PAGA release. At the hearing on September 16, 2025, the Parties reported that the escalator clause had not been triggered, after which the Preliminary Approval Order was entered. A true and correct copy of the September 17, 2025 Notice of Entry of Order Granting Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit "1"**.

10. This Settlement provides for Defendants to pay the non-reversionary settlement amount of $1,221,480 ("Maximum Settlement Amount"), in addition to the employer share of payroll taxes on the wage component of this Settlement. S.A. ¶¶32, 50. The Net Settlement Amount is the amount remaining from the Maximum Settlement Amount after deducting Class Counsel fees ($407,160 or one-third of the Maximum Settlement Amount), Class Counsel costs ($30,981.25), the Enhancement Awards to named Plaintiffs ($20,000.00), settlement administration costs ($9,250.00), the LWDA's 75% share of the PAGA allocation ($37,500.00), and aggrieved employees 25% share of same ($12,500.00). S.A. ¶¶33, 51. The foregoing deductions from the Maximum Settlement Amount result in an estimated Net Settlement Amount of $704,088.75. The simple average class settlement payment calculates to $2,378.68 ($704,088.75 ÷ 296). At 41,208 workweeks, the net settlement value for each workweek comes to $17.09 ($704,088.75 ÷ 41,208). At 11,426 pay periods, the net settlement value for each PAGA workweek comes to $1.09 ($12,500 ÷ 11,426).

11. This Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on September 16, 2025. No new circumstances have cast any doubt on the propriety of the preliminary approval determination.

12. Plaintiffs would likely encounter extreme difficulty in certifying most of the claims in this case because, while they may present substantial common liability issues, they also give rise to individual damages issues. As explained in the briefing in support of the Motion for Preliminary Approval, the primary claim for unpaid wages required determinations at the individual level as to "why" any off-the-clock work was performed, a major impediment to class certification. Defendants contended that they satisfied their obligations under *Brinker*.

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Moreover, engaging in the inquiry of whether any late, short, or missed break was a result of employee choice or employer coercion would entail significant individualized inquiries affecting class treatment of the claims. Defendants vehemently denied that they engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to any person or entity under the claims asserted in the lawsuit.

13. Various considerations bore heavily on the negotiations allowing for the Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable compromise in view of the risks of further litigation.

14. An allocation method based on the number of workweeks worked during the Class Period is fair, adequate, and reasonable because it correlates to the extent of harm allegedly suffered based on the asserted claims.

15. My standard billing rate is $450 per hour. I have spent at least 153 hours on this matter which can be summarized as follows:

Category/Tasks	**Hours**
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, communication of records request letter to employer and review and assessment of records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	6
Work on file prior to appearances by Defendants including prep of case initiating pleadings incl complaint, amended pleadings, service, prep and communicate PAGA letter, case calendaring, and incidental work:	6
Work on file post-appearances including litigation pleading work, conferences with counsel, communications with counsel, prep of formal discovery incl. PMK depo notices, prep and review joint	25

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reports, notices of ruling, calendaring, court appearances, and incidental work:	
Work relating to opposing motion to compel arbitration including research and drafting of opposition, and appearance at hearing	14
Preparation for two mediations including review/analysis of produced data, instructing and interfacing with expert, damage analysis, preparing briefs, communications with co-counsel, defense counsel, pre-session conference, and incidental work:	40
Appear at two full-day mediations with Judge Hogue and Jeffrey Fuchsman	16
Post-settlement work including work on MOU, long-form agreement, review with Plaintiff, communications w/counsel, prep of prelim approval motion, prelim approval appearances, supp decl/amendments, and incidental work:	30
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, Prep of Final Approval Motion	12
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	4
	153

16. I have incurred **$874.90** in costs as follows:

2023	3	27	$19.12	Postage (Certified) PAGA Notice Letter
2023	3	27	$75.00	LWDA PAGA Notice Fee
2023	3	27	$59.99	OneLegal (OL) Lawsuit Filing Charges
2023	5	18	$118.39	OL Sub-Service Charges
2023	5	18	$77.21	OL Sub-Service Charges
2023	6	22	$19.71	OL Jt Report Filing
2023	7	3	$17.66	OL Notice of Ruling
2023	7	10	$17.66	OL Amended Complaint

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2023	8	12	$17.66	OL Jt Status Report
2023	10	3	$17.66	OL Opposition Filing Charges
2024	1	23	$19.71	OL Jt Status Report
2024	5	14	$19.71	OL Jt Status Report
2024	5	30	$19.71	OL Ntc of Ruling
2024	6	3	$19.71	OL Decl/Prop Order Filing
2024	7	17	$15.39	OL Stip Filing
2024	7	17	$40.30	OL Stip/Order Filing
2024	8	2	$40.30	OL Stip/Order Filing
2024	8	20	$19.71	OL Notice Filing
2025	8	13	$86.42	OL Mtn for Prelim Apprvl Filing
2025	9	16	$23.44	OL Supp Decl for Prelimg Apprvl Filng
2025	9	19	$23.44	OL Ntc Filing
2025	12	18	$85.00	OL Final Apprvl Mtn Filing (est.)
2025	12	18	$22.00	OL Notice of Ruling re FA Filing (est.)
			$874.90	

17. I have reviewed the lodestars of counsel submitted in support of the fee award and the total present and anticipated lodestar tallies to $205,612.50. The application of a multiplier of 1.98 to that lodestar results in the $407,160 requested fee award. ($407,160 ÷ $205,612.50 = 1.98). Notably, the submitted lodestars for Mooradian Law, APC do not include work performed by office staff in this matter.

18. Adjusting the rates of class counsel to the current Laffey Matrix, at $1,141 for Mr. Mooradian (20+ years) and $878 for myself, Mr. Bokhour, and Mr. Falakassa (11-19 years), results in a lodestar of $341,055 [($1,141 x 120) + ($878 x 153) + ($878 x 45) + ($878 x 34.5). The application of a multiplier of 1.19 to the Laffey lodestar results in the $407,160 requested fee award ($407,160 ÷ $341,055 = 1.19).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 18th day of December 2025, in Calabasas, California.

/s/Haik Hacopian
Haik Hacopian, Declarant

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Electronically FILED by Superior Court of California, County of Los Angeles 9/17/2025 6:15 PM David W. Slayton, Executive Officer/Clerk of Court, By S. Trinh, Deputy Clerk

Attorneys for Plaintiff Eduardo Morales, individually and on behalf of other persons similarly situated and similarly aggrieved employees

[ADDITIONAL COUNSEL LISTED ON FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDUARDO MORALES, JOSE OLIVA, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. PHENIX ENTERPRISES, INC.; SATELLITE BODY, INC.; VEHICLE SYSTEMS, INC.; and DOES 1 through 25, Defendants.	Case No.: 23STCV06594 (related to 24STCV05558) CLASS AND REPRESENTATIVE ACTION [*Assigned to Hon. Laura A. Seigle in Dept. SS-17*] **NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Final Approval Hearing Date: Jan. 13, 2026 Final Approval Hearing Date: 9:00 a.m. Department: SS-17 Action filed: March 24, 2023 Trial Date: Not yet set

EXHIBIT "1"

Mehrdad Bokhour, Esq. (CA Bar No. 285256)
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Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
FALAKASSA LAW, P.C.
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Los Angeles, California 90067
Tel: (818) 456-6168
Fax: (888) 505-0868

Attorneys for Plaintiff Jose Oliva, individually and on behalf of other persons similarly situated and similarly aggrieved employees

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TO THE HONORABLE COURT, PARTIES, THE LWDA, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on September 16, 2025, the Court entered the Order Granting Motion for Preliminary Approval of Class Action Settlement, a true and correct copy of which is appended hereto. Therein, *inter alia*, the Final Approval hearing was set for January 13, 2026 at 9:00 a.m.

Dated: September 17, 2025

MOORADIAN LAW, APC
FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By:*/s/Haik Hacopian*______________________
Zorik Mooradian, Esq.,
Haik Hacopian, Esq.,
Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiffs, individually and on behalf of other persons similarly situated

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FILED
Superior Court of California
County of Los Angeles
09/16/2025
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

Attorneys for Plaintiff Eduardo Morales, individually and on behalf of other persons similarly situated and similarly aggrieved employees

[ADDITIONAL COUNSEL LISTED AFTER CAPTION]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDUARDO MORALES, JOSE OLIVA, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. PHENIX ENTERPRISES, INC.; SATELLITE BODY, INC.; VEHICLE SYSTEMS, INC.; and DOES 1 through 25, Defendants.	Case No.: 23STCV06594 (related to 24STCV05558) CLASS AND REPRESENTATIVE ACTION [Assigned to Hon. Laura A. Seigle in Dept. SS-17] **~~[PROPOSED]~~ ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** [FILED CONCURRENTLY WITH NOTICE OF MOTION AND MOTION; AND THE COMPENDIUM OF DECLARATIONS BY: (1) HAIK HACOPIAN, (2) ZORIK MOORADIAN, (3) MEHRDAD BOKHOUR, (4) JOSHUA S. FALAKASSA, (5) EDUARDO MORALES, (6) JOSE OLIVA] Date: September 16, 2025 Time: 9:00 a.m. Dept.: SS-17

Mehrdad Bokhour, Esq. (CA Bar No. 285256)
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Attorneys for Plaintiff Jose Oliva, individually and on behalf of other persons similarly situated and similarly aggrieved employees

On September 16, 2025, the Court considered the motion of Plaintiff Eduardo Morales and Plaintiff Jose Oliva ("Plaintiffs") for preliminary approval of the Parties' proposed class action Settlement.

The Court having read and considered the papers on the motion submitted by Class Counsel, having heard the presentation of Class Counsel and Defendants' counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having carefully considered the requirements for class certification, and having preliminarily determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED ADJUDGED, and DECREED that:

1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant to Cal. Rules of Court, rule 3.769;

2. The Settlement, as set forth in the Joint Stipulation of Settlement ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement, and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth and shall have full force of an Order of this Court;

3. The Court finds that the notice plan set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of California law and federal due process law;

4. The proposed Settlement Class is provisionally certified under Civ. Code § 382, with the Class consisting of:

> All persons who worked for Defendants and/or Phenix Truck Body Management as a non-exempt, hourly employee in California at any time from March 24, 2019 through February 23, 2025 ("Class Period").

5. Plaintiff Eduardo Morales and Plaintiff Jose Oliva are appointed as the Class

Representatives;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. are appointed as Class Counsel for the class;

7. Phoenix Settlement Administrators is appointed as the third-party administrator ("Settlement Administrator");

8. The proposed settlement of Plaintiffs' Private Attorneys General Act (the "PAGA") claims is preliminarily approved;

9. The proposed Class Notice, attached as Exhibit 1 to the Settlement Agreement, is approved and shall be disseminated according to the notice plan described in the Settlement Agreement and substantially in the form submitted;

10. In conformity with the Class Notice, Settlement Class Members wishing to be excluded from the Settlement Class must submit a written request for exclusion requesting exclusion from the Settlement on or before the expiration of the opt out period (45 days after the date that the Class Notice is mailed);

11. In conformity with the Class Notice, any Settlement Class Member who does not opt out of the Settlement may object to the settlement, either personally or through an attorney, orally at the Final Approval Hearing or by providing written notice that the Settlement Class Member is objecting to the Settlement Administrator, which written notice must be postmarked no later than 45 days after the date that the Class Notice is mailed;

12. A Final Approval Hearing will be held on January 13, 2026 at 9 a.m., to determine if the proposed settlement should be granted final approval. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiffs' request for Class Representative Service Payments, Class Counsel's request for Attorney's Fees, Class Counsel's request for Costs, payment to the LWDA, and payment to the Settlement Administrator. Any Settlement Class Member who complies with the procedures and requirements specified in the Class Notice may appear at the Final Approval Hearing;

13. Class Counsel is to file and serve the Motion for Final Approval of Class

Action Settlement and for Awards of Class Representative Service Awards, Attorneys' Fees, Costs, payment to the LWDA, and payment to the Settlement Administrator, by December 18, 2025; and

14. The Court shall retain jurisdiction necessary to effectuate this Order and consider all further applications out of or in connection with the Settlement.

Dated: 09/16/2025 By:

Honorable Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge

PROOF OF SERVICE
23STCV06594

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **September 17, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Scott Brink rsb@jmbm.com Jeffer Mangels Butler & Mitchell, LLP 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 Telephone: (310) 203-8080 Facsimile: (310) 203-0567 Attorneys for Defendants (23STCV06594 and 23STCV09529)	Mehrdad Bokhour, Esq. (mehrdad@bokhourlaw.com) Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, CA 90067 Phone: (310) 975-1493 Fax: (310) 300-1705 Attorneys for Plaintiff Oliva (23STCV09529)
Joshua Falakassa, Esq. (josh@falakassalaw.com) Falakassa Law, PC 1901 Avenue of the Stars, Suite 450 Los Angeles, CA 90067 Phone: (818) 456-6168 Fax: (818) 505-0868 Attorneys for Plaintiff Oliva (23STCV09529)	Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading to the CaseAnywhere electronic service platform.

☒ **STATE** – I declare under penalty of perjury under the laws of the "State of California that the above is true and correct.

Executed on **September 17, 2025** at Calabasas, California.

___/s/Haik Hacopian________________
Haik Hacopian

Declaration of Zorik Mooradian

DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Eduardo Morales and have been appointed as Class Counsel in the class action lawsuit entitled *Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al.,* and bearing Los Angeles County Superior Court Case No. 23STCV06594. I make this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated, and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 35 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

4. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881; Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab Packing/2;13-cv-04499 JAK-ss; Mendoza v.

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Accentcare/30-2013-00661891-CU-OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt. Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709; Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori, LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate

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Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas Security Services/19STCV01207; Villacana v. Crothall Laundry Services, Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

5. I am familiar with California wage and hour law and the laws governing the alleged violations in this matter, including but not limited to: California Labor Code Sections 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500, 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

6. I have been appointed as Class Counsel on behalf of the settlement class. I know of no conflicts that would preclude me, Mr. Hacopian, or co-counsel from continuing to serve as Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Morales from continuing to serve as a Class Representative in this matter.

7. As a result of my prior experience as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement continues to remain fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of $1,221,480 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, and (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by Hon. Amy D. Hogue (ret.) and Mr.

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Jeffrey Fuchsman, respected neutral mediators; and (viii) the positive response to the settlement from the class.

8. Plaintiff Morales signed a single retainer with my office. The Retainer Agreement had language providing a maximum of forty-five percent (45%) in attorneys' fees, of course, subject to court approval of class wide issues. The Retainer Agreement also had a provision for recovery of costs in relation to the representation.

9. As for the representation of the individual rights of Mr. Morales, a proposed retainer agreement for recovery of fees could be one-third of the gross recovery. That would be consistent with the market rate, and there is no reason to believe that, if any of the other 296 class members had signed an individual retainer, it would be any different.

10. In almost all the mediations that I have attended, a one-third to 35% attorney fee percentage is generally agreed upon by the defendant and the plaintiff subject to court approval. In this matter, the Parties agreed that Class Counsel may request up to one-third and Defendants would not oppose the same.

11. Notice was provided to each of the Class Members that the attorneys would be seeking attorney fees in the amount of $407,160 or one-third of the settlement. The fact that no Class Members had any objection to the settlement or any of its terms, speaks pretty strongly to the notion that class members are extremely happy with the settlement.

12. It is beyond any reasonable dispute that, if my office had been able to negotiate directly with the class members, the class would have found that a one-third fee arrangement was eminently reasonable.

13. The fees received from one case, are often used to finance and move forward other cases that have failed and bring in revenue for my office.

14. While it's generally true that the greater the attorney fees, the less funds there will be for distribution to class members as damages, nevertheless, a balance must be achieved. In the instant matter, the class got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. The class had

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an affirmative response to the settlement, where there was not a single objection and only two exclusion requests. In light of the favorable settlement, giving more money to the class after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the class that has already received a fair and adequate amount of benefits.

15. I have spent at least **120** hours on this case. At my hourly rate of $650, my lodestar would total **$78,000**. The categories of work I have performed on this file are as follows:

Category/Tasks	**Hours**
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, communication of records request letter to employer and review and assessment of records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	12
Work on file prior to appearances by Defendants including prep of case initiating pleadings incl complaint, amended pleadings, service, prep and communicate PAGA letter, case calendaring, and incidental work:	5
Work on file post-appearances including litigation pleading work, conferences with counsel, communications with counsel, prep of formal discovery incl. PMK depo notices, prep and review joint reports, notices of ruling, calendaring, court appearances, and incidental work:	22
Work relating to opposing motion to compel arbitration including research and drafting of opposition, and appearance at hearing	7
Preparation for two mediations including review/analysis of produced data, instructing and interfacing with expert, damage analysis, preparing briefs, communications with co-counsel, defense counsel, pre-session conference, and incidental work:	35
Appear at two full-day mediations with Judge Hogue and Jeffrey Fuchsman	16

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Post-settlement work including work on MOU, long-form agreement, review with Plaintiff, communications w/counsel, prep of prelim approval motion, prelim approval appearances, supp decl/amendments, and incidental work:	15
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, Prep of Final Approval Motion	5
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	**120**

16. I have also incurred **$16,068.10** in costs as follows:

2/16/23	$8.10	Certified Letter – LC 226 Request to Employer
3/24/23	$1,435.00	Civil Case and Complex Filing Fees (LASC)
3/15/24	$4,275.00	Mooradian Law, APC Share of Mediation Fees (Judge Hogue)
9/26/24	$2,500.00	Mooradian Law, APC Share of Mediation Fees (J. Fuchsman)
11/13/24	$2,750.00	Berger Consulting
11/3/24	$3,555.00	Berger Consulting
12/3/25	$1,545.00	Caseanywhere

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17. It is important that Plaintiffs are paid a fair amount for their services to the class. Out of 296 class members, they are only ones that stepped forward stuck with their cases for an extended period. If it was not for them, the $1,211,480 settlement would not have been obtained for the class. Specifically, the requested sums of $10,000 to each Plaintiff, or $20,000 total, are fair considering that each payment is less than 1% of the gross settlement and Plaintiffs' involvement with these matters over many years. Moreover, unlike the class members, Plaintiffs are agreeing to a general release of all claims, which must be assigned additional value.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2025 in Calabasas, California.

/s/Zorik Mooradian
Zorik Mooradian

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Declaration of Mehrdad Bokhour

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C. as attorney of record for Plaintiffs and the Settlement Class.

2. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

Class Counsel Are Experienced Class Litigators

3. I graduated with a Bachelor of Arts degree in Political Science from the University of California, Berkeley, in 2007. I received my J.D. from Loyola Law School—Los Angeles in 2012 and became a member of the California State Bar in December 2012.

4. Before beginning my legal career, I served as a judicial extern for the Honorable Justice Fred Woods of the Second District Court of Appeal, Division Seven. I was also an appellate law clerk at Greines, Martin, Stein & Richland LLP.

5. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts, the U.S. Court of Appeals for the Ninth Circuit, the U.S. District Court for the Central District of California, Eastern District of California, and Southern District of California, and have litigated class action and Private Attorneys General Act ("PAGA") representative action cases in various courts in California.

6. I have handled approximately 150 employment litigation matters during my 13-year practice. Over the last ten years, my practice has exclusively represented employees, most of which included class action and representative action wage and hour matters. I have been appointed by various courts as class counsel and have received final court approval and judgment in numerous class actions. I anticipate receiving final approval in many more in the future.

7. As part of these settlements and judgments, I have recovered at least $ 250 million in damages for my clients and the class members (who often work as essential workers, including nurses, technicians, warehouse workers, truck drivers, sales personnel, and countless other trades).

8. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023 through 2025. This distinction is reserved for the top 2.5% of lawyers in the practice area. I have also been recognized by TopVerdicts.com for achieving several of the top wage and hour class and PAGA action settlements in California.

9. I am an active member of the California Employment Lawyers Association ("CELA") and have attended numerous Continuing Legal Education courses on employee advocacy.

10. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

11. Currently, my firm is acting as co-counsel in at least fifty wage-and-hour class actions.

12. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

13. In my opinion of, the recovery for each Settlement Class Member is well within the acceptable range for this type of action. This Settlement is also favorable given that the Settlement Class will promptly receive compensation rather than facing uncertainties inherent in further litigation and waiting years for this action to be tried. It is also telling that the Settlement Class have overwhelmingly supported the Settlement on the terms set forth in the Settlement Agreement. No Settlement Class Member has objected to the class-wide Settlement obtained in this matter, and only two Settlement Class Members have requested exclusion from the Settlement. Based on all considerations, this Settlement is highly favorable and is in the best interests of the Settlement Class.

14. In sum, all relevant factors support final approval of the Settlement. The parties negotiated at arm's length under the supervision of two experienced and well-respected mediators. Class Counsel also investigated, discovered, and analyzed class claims extensively.

Moreover, Class Counsel, experienced class action litigators, strongly believe that this Settlement provides an excellent result for the Settlement Class. Lastly, the fact that no objections were filed requesting denial of final approval, and only two requests for exclusion from the Settlement, weighs strongly in favor of approving the Settlement. For these reasons, this Court should conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

The Proposed Enhancement Awards to Plaintiffs as Class Representatives is Reasonable

15. Plaintiffs and Class Counsel request that the Court finally approve a Class Representative Service Payment of $10,000 to Plaintiff Morales and $10,000 to Plaintiff Oliva for the time, effort, and risks each undertook in participating in this Action. Because a named plaintiff is an essential ingredient of any class action, a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the settlement class. In deciding the amount of service payment for a class representative, relevant factors include the actions the plaintiff has taken to protect the interests of the settlement class, the degree to which the settlement class has benefited from those actions, and the amount of time and effort the plaintiff expended in pursuing the action.

16. In the instant case, Plaintiff Oliva assisted my office on many occasions with investigating and prosecuting this action. Plaintiff Oliva provided many documents and relevant information to my office, spent numerous hours educating my office on the inner workings of Defendants' operations and timekeeping practices, and made himself available for mediation. The amount sought for the Class Representatives aligns with the service payments in similar wage and hour class actions. In my experience, service payments in wage and hour actions typically range from $5,000 to $40,000. Further, Defendants support the requested Class Representative Service Payment to Plaintiffs.

17. As such, the service payment requested is intended to compensate Plaintiffs for their critical role in this case and the substantial time, effort, and risks they undertook to help secure the result obtained on behalf of the Settlement Class. The Class Representative Service Payments requested are well-deserved and warranted.

The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate

18. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately one-third of the Gross Settlement Amount on behalf of the Settlement Class is reasonable and fair. The requested fee falls within the lower end of the Ninth Circuit's historical benchmark for attorneys' fees, which ranges from 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

19. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous cost inherent in class action litigation and a long battle with corporate Defendants. That prospect has become a reality in trial courts and the Court of Appeal in other wage and hour class litigations. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees as requested.

20. I will have worked approximately 45 hours on this case, and my hourly rate is $750. Accordingly, this results in a total lodestar amount of $33,750.

21. The ultimate result was far from certain. When this case was taken on a contingency fee basis, my firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

22. It has been my experience that the benchmark for an attorney fee award in California state cases is one-third of a common settlement fund, a standard upheld by the California Supreme Court in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

23. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

24. Pursuant to California Rule of Court 3.769, Class Counsel hereby discloses the existence of a Joint Prosecution and Fee Splitting Agreement among the counsel representing plaintiffs in the consolidated litigation. Under this agreement, any attorneys' fees awarded by the Court will be allocated among counsel as follows:

- Bokhour Law Group, P.C. – 25%;
- Falakassa Law, P.C. – 25%; and
- Mooradian Law, APC – 50%

25. The following are the itemized litigation costs (actually incurred) for the above-referenced matter:

(1)	Filing Fees	$1,711.70
(2)	Service of Process	$529.05
(3)	Mediation Fees	$4,637.50
(4)	Expert Fees	$6,305
(5)	Case Anywhere	$855
(6)	Total	$14,038.25

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 8th day of December 2025, at Los Angeles, California.

/s/ Mehrdad Bokhour

Mehrdad Bokhour

Declaration of Joshua Falakassa

DECLARATION OF JOSHUA FALAKASSA

I, Joshua Falakassa, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Falakassa Law, P.C. as attorney of record for Plaintiffs and the Settlement Class.

2. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

3. I have been a member, in good standing, of the State Bar of California since 2013. I am admitted to practice before all California state courts and the United States District Court of California for the Northern, Central District, and Eastern Districts. I have litigated class action and Private Attorney General Act ("PAGA") representative action cases in various courts across California.

4. I am a 2013 graduate from the University of California, Berkeley, School of Law ("Berkeley Law"), where I completed courses in Labor Law, Employment Discrimination, and Labor/Employment arbitration. During law school, I served as a summer associate at Sanford, Wittels, and Heisler LLP, a boutique plaintiffs' side employment law firm focusing on FMLA wage and hour class action litigation and other public interest lawsuits. As a second-year law student, I served as a summer associate at the San Francisco office of Littler Mendelson, P.C. I aided employers in defending wage and hour class action lawsuits filed under California and federal law.

5. From August 2018 to January 2019, I was an associate at the Paul Haines Law Group, where I actively managed a caseload of more than 50 class and representative PAGA action lawsuits in California and federal courts.

6. Thereafter, as principal of Falakassa Law, P.C., I have handled over 100 employees vs. employer litigation matters, including more than 80 class action wage/hour and PAGA cases. Over the last few years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In

total, I have handled upwards of 90 class action and representative action wage/hour cases.

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation during the years 2017 through 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage and hour class and/or PAGA action settlements in California in 2021-2024.

8. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

9. Currently, my firm is acting as co-counsel in at least forty wage-and-hour class actions.

10. I am a member of the California Bar and have devoted my practice to representing employees in complex wage-and-hour and class action litigation. I have substantial experience prosecuting class actions of this nature and am well-versed in the legal and factual issues presented here. From the outset of this case, both Plaintiffs and Class Counsel were fully prepared to litigate these claims through trial and, if necessary, appeal. Nevertheless, after extensive investigation, discovery, motion practice, and arms-length negotiations, I unequivocally support the proposed Settlement and firmly believe it is in the best interests of the Settlement Class under the circumstances presented in this action.

11. In my professional judgment, the recovery secured for each Settlement Class Member falls well within—and in many respects exceeds—the reasonable and acceptable range for cases of this type. The Settlement provides meaningful, prompt monetary relief to the Class without the substantial delay, expense, and uncertainty inherent in continued litigation, including the risk of protracted appeals and years of additional proceedings before any recovery could be realized. Importantly, the response of the Settlement Class strongly supports the fairness and adequacy of the Settlement. No Settlement Class Member has objected to the class-wide Settlement, and only two individuals elected to request exclusion. This overwhelming support from the Class further confirms that the Settlement is fair, reasonable, and favorable to those whose claims it resolves.

12. All relevant factors support final approval. The Settlement was reached after

rigorous, arm's-length negotiations conducted under the supervision of two experienced and well-respected mediators. Prior to and throughout the mediation process, Class Counsel conducted a thorough investigation of the claims, engaged in meaningful discovery, and carefully analyzed the strengths and risks associated with continued litigation. Based on this work and my experience litigating class actions, I strongly believe the Settlement represents an excellent outcome for the Settlement Class. The absence of any objections and the minimal number of opt-outs weigh heavily in favor of approval and reflect the Class's recognition that the Settlement is fair, adequate, and well within the range of reasonableness.

13. Class Counsel's request for an award of attorneys' fees in the amount of approximately one-third of the Gross Settlement Amount is likewise reasonable and appropriate. The requested fee is consistent with—and indeed falls within the lower end of—the Ninth Circuit's commonly accepted benchmark range of 20% to 40% of a common fund. It fairly compensates Class Counsel for prosecuting complex, high-risk, and resource-intensive litigation on a purely contingent basis, with no guarantee of recovery.

14. The representation in this matter involved substantial risk well beyond that of a typical contingent fee case. Class Counsel advanced significant time and resources, faced the prospect of extensive motion practice, expert discovery, class certification challenges, and trial against sophisticated corporate defendants, and bore the very real risk of recovering nothing. These risks are not theoretical; they are routinely realized in wage-and-hour class actions litigated through trial and appeal. Class Counsel undertook these risks to vindicate the rights of the Settlement Class and achieved a successful result. For all of these reasons, Class Counsel respectfully submits that the requested attorneys' fees are fair, reasonable, and fully justified, and should be awarded as requested.

15. I will have worked approximately 34.5 hours on this case, and my hourly rate is $725. Accordingly, this results in a total lodestar amount of $25,012.50.

16. The ultimate result was far from certain. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

17. It has been my experience that the benchmark for an attorney fee award in California state cases is one-third of a common settlement fund, a standard upheld by the California Supreme Court in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

18. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

19. Pursuant to California Rule of Court 3.769, Class Counsel hereby discloses the existence of a Joint Prosecution and Fee Splitting Agreement among the counsel representing plaintiffs in the consolidated litigation. Under this agreement, any attorneys' fees awarded by the Court will be allocated among counsel as follows:

- Bokhour Law Group, P.C. – 25%;
- Falakassa Law, P.C. – 25%; and
- Mooradian Law, APC – 50%

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 17th day of December 2025, at Los Angeles, California.

/s/ Joshua Falakassa

Joshua Falakassa

Declaration of Eduardo Morales

DECLARATION OF EDUARDO MORALES

I, Eduardo Morales, hereby declare as follows:

1. I am one of two named Plaintiffs in the wage and hour class action lawsuit entitled *Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al.* and bearing case number 23STCV06594 of the Los Angeles County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendant Phenix Enterprises, Inc. in California as a non-exempt hourly paid employee from July 27, 2021 until my separation on July 18, 2022.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt employees of Phenix Enterprises, Inc., Satellite Body, Inc., and Safe Vehicle Systems, Inc. ("Defendants") in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case against Defendants that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

6. I have been involved with this case since January of 2023. In the over two years I have been involved in this case, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences speaking to my attorneys and their staff. I have also spent time looking for documents requested

from me by my attorneys. I have also participated in, and helped my attorneys prepare for, the mediation for this case. I have also spent time reviewing the settlement agreement as well as this declaration.

7. In total, I estimate that I have spent approximately 12-13 hours to date participating in this case.

8. I understand that the parties have agreed to a $10,000 service award to me for coming forward and participating in this case and for providing a release of claims to Defendants which includes more claims than what the other class members are releasing. I also understand that any amounts payable to me must be approved by the Court.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 23 day of April 2025, at Baldwin Park, California.

Firmado por:
Eduardo Morales
09D5CFA846C54CE...
Eduardo Morales

Translation Authentication

I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd., Suite 210, Calabasas, California 91302.

On April 23, 2025, I translated this Declaration from English to Spanish during a conference with Eduardo Morales. He indicated to me that he understood and signed the Declaration.

By:________________
Claudia Ginsburg

Declaration of Jose Oliva

DECLARATION OF JOSE OLIVA

I, Jose Oliva, state and declare:

1. I am the Plaintiff in the above-captioned action and have personal knowledge of all matters stated herein, and could competently testify thereto. I make this declaration in support of the motion for preliminary approval of the class action settlement.

2. I believe the settlement is fair and reasonable and constitutes a fair resolution of the alleged claims.

3. During my employment with Defendant, several issues concerned me, which I thought did not comply with California law, such as not being paid for all minimum and overtime wages, failure to pay sick time, failure to provide proper meal periods and rest breaks, wage statement violations, waiting time penalties, failure to reimburse necessary business expenses, unfair competition, and PAGA penalties. Even though I was unsure if I wanted to bring a lawsuit because of the risk of stepping forward as a whistle-blower (since this could jeopardize my livelihood in the industry and make it difficult to find future jobs), I retained my attorneys to proceed with this class action because I did not think that myself or the other employees were being treated correctly.

4. When I first retained my attorneys and chose to pursue this case on a class action basis, I understood that I had specific burdens as the "Class Representative," which included: (a) representing the interests of all class members, (2) considering the interests of all class members above my interests, (3) participating actively in the lawsuit, including deposition, and keeping generally aware of the status and progress of the lawsuit. Moreover, I understood that any resolution of the lawsuit is subject to court approval and must be designed in the best interests of the class as a whole.

5. I respectfully request that the court approve the service award for the following reasons.

6. First, I have spent a substantial amount of time working on this case and have performed significant services for the Class to help obtain a highly beneficial settlement for my fellow employees.

7. On or about April 28, 2023, I initiated a Class Representative Action Complaint in the Superior Court of California, Los Angeles County. This action represents my interests and those of all other current and former non-exempt employees similarly situated. Subsequently, the complaint was amended to include a cause of action under the Private Attorney General Act ("PAGA") on behalf of myself, the State of California, and other similarly aggrieved employees.

8. On or about June 17, 2024, my case was consolidated with *Eduardo Morales v. Phenix Enterprises, Inc., et al.*, Case No. 23STCV06594.

9. Since initiating this action, I estimate I have spent approximately 25-30 hours engaging in activities to benefit the class. I have assisted my attorneys in numerous ways, including helping to explain and discuss the company's practices and procedures, locating and analyzing company documents, and communicating with other class members. These efforts occurred through numerous meetings with Class Counsel, telephone conferences, letters, emails, and text communications. I also spent a substantial amount of time assisting with the preparation for two mediations.

10. My work also continued after both mediations, as I reviewed settlement agreements and other related documents, and maintained communication with my lawyers throughout the settlement approval process.

11. Second, I respectfully request that the Court approve the agreed-upon service award because I agreed to set aside my interests and put the class's interests ahead of or on par with my own. In doing so, and by successfully bringing this case as a class action, I helped to obtain a highly beneficial settlement for the class members.

12. Third, as a condition of this class action settlement, I was required to release and waive all possible individual claims against the company, a requirement that none of the other class members were subject to.

13. Fourth, by bringing this case as a class action, I undertook significant risks and stresses at a high emotional cost without any guarantee of success. For example, filing this lawsuit and being a whistleblower was stressful on a daily basis, as I constantly worried about the risk that this case could impact my ability to find future jobs. This stress and risk persisted throughout the

entire case, and I'm concerned it may hinder my job prospects in the future, given that the case information is publicly available online.

14. Fifth, bringing this case also came with a major financial risk because, if I lost the case, I would be required to pay the company's costs, and there was a chance they could try to make me pay their attorneys' fees as well.

15. I affirm my unwavering dedication to representing the interests of the putative class and aggrieved employees. I voluntarily assumed considerable risks and expended considerable effort to secure a favorable outcome. I trust that the Court will duly consider my request for a Service Award in recognition of these contributions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 7/25/2025, at Adelanto, California.

DocuSigned by:

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Jose Oliva