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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]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION, MOTION, AND
COMPENDIUM OF DECLARATIONS IN
SUPPORT]

Date: January 13, 2026

Time: 9:00 a.m.

Dept.: SS-17

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15 Attorneys for Plaintiff Jose Oliva, individually and on behalf of other persons similarly
16 situated and similarly aggrieved employees
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1 On January 13, 2026, the Court considered the motion of Plaintiff Eduardo Morales
2 and Plaintiff Jose Oliva ("Plaintiffs") for Final Approval of Class Action Settlement and
3 Payment of: (1) Class Representatives' Enhancement Awards, (2) Class Counsel Attorneys'
4 Fees and Costs, (3) Settlement Administration Costs, and (4) LWDA Payment. Having
5 considered the Motion, and all legal authorities and documents concurrently and previously
6 submitted in support thereof, including the Amended Joint Stipulation of Settlement
7 ("Settlement Agreement" or "S.A"), and good cause appearing, IT IS HEREBY ORDERED
8 and ADJUDGED that the motion is GRANTED, subject to the following findings and
9 orders:

10
11 1. This Court has jurisdiction over the subject matter of this litigation and over
12 the Parties to this litigation, including the Settlement Class;

13 2. Final approval shall be with respect to the Settlement Class defined as:
14 All persons who worked for Defendants and/or Phenix Truck Body Management as a non-
15 exempt, hourly employee in California at any time from March 24, 2019 through February
16 23, 2025 ("Class Period");

17 3. The distribution of the Class Notice ("Notice Documents") to the Class
18 Members as set forth in the Settlement Agreement has been completed in conformity with
19 preliminary approval granted on September 16, 2025. The Notice Documents provided
20 adequate notice of the proceedings and about the case, including the proposed settlement
21 terms and the Release by the Settlement Class as set forth in the Settlement Agreement. The
22 Notice Documents fully satisfied due process requirements. The Notice Documents were
23 sent via U.S. Mail to all persons entitled to such notice and every Class Member who could
24 be identified through reasonable effort. As executed, the Notice Documents constituted the
25 best notice practicable under the circumstances;

26 4. Two Class Members have requested to be excluded from the Settlement, they
are Carlos Chavarria Barrera and Jose M. Martinez;

1 5. The Court hereby approves the terms set forth in the Settlement Agreement
2 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
3 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
4 Court finds that the Settlement Agreement has been reached as a result of informed and non-
5 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
6 extensive investigation and research, and their attorneys were able to reasonably evaluate
7 their respective positions. The Court also finds that settlement now will avoid additional and
8 potentially substantial litigation costs, as well as delay and risks if the Parties were to
9 continue to litigate the case. The Court has reviewed the monetary recovery being provided
10 as part of the settlement and recognizes the significant value accorded to the Settlement
Class;

11 6. The class release, as set forth in the Settlement Agreement and Notice
12 Documents, is as follows:

13 Released Claims: As of the date the Effective Date and upon full funding of the
14 Settlement by Defendants, each Participating Class Member, and without the need to
15 manually sign a release document, in exchange for the consideration recited in this
16 Settlement Agreement, on behalf of himself or herself and on behalf of his/her current,
17 former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and
18 does hereby fully and finally release the Released Parties from any and all claims, demands,
19 rights, liabilities, and causes of action that were or could have been brought against the
20 Released Parties in the Class Action based on the facts and allegations set forth in the Class
21 Action (the "Released Claims"). The Released Claims includes all causes of action and
22 claims that were alleged in the Class Action or reasonably could have been alleged at any
23 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:

- 24 (i) All causes of action and claims that were alleged in the Class Action or
25 reasonably could have been alleged based on the facts and legal theories
26 contained in the operative complaint, including, but not limited to, all of the

1 following claims for relief: Failure to Pay Minimum Wages (Labor Code §§
2 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor
3 Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks (Labor Code §§
4 226.7, 512), Failure to Authorize and Permit Rest Breaks (Labor Code §
5 226.7), Failure to Provide Cool-Down Rest Periods (Labor Code §§ 226,
6 226.7, 512, 518, 558, 1198), Failure to Indemnify Necessary Business
7 Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at
8 Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized
9 Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. &
10 Prof. Code § 17200 et seq.), Civil Penalties Under Private Attorneys General
11 Act of 2004 (Labor Code § 2698 et seq.), claims for restitution and other
12 equitable relief, liquidated damages, civil penalties, statutory penalties,
13 punitive damages, waiting time penalties, interest, as well as all similar
14 provisions under the Fair Labor Standards Act, including 29 U.S.C. sections
15 206, 207, and 216, and the National Labor Relations Act. Additionally, to
16 effectuate a release of all claims under the Fair Labor Standards Act, each
17 Settlement check issued to Participating Class Members shall state on its
18 back, "By accepting this payment I agree I have chosen to participate in the
19 Settlement of the Action and waive and release all claims under the Fair
20 Labor Standards Act." Participating Class Members who cash their
21 Settlement checks are deemed to have waived all Released Claims inclusive
22 of claims under the Fair Labor Standards Act during the Class Period.
23 Participating Class Members who do not cash their Settlement checks shall
24 be deemed to have waived all Released Claims except for claims under the
25 Fair Labor Standards Act.

- 26 (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,

1 release any Labor Code section 203 claims for failure to pay wages due and
2 owing at the end of employment based upon the claims set forth above.

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

1 “Released Parties” means Defendants and each of their former and present directors,
2 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
3 subsidiaries, and affiliates, including, without limitation, Phenix Truck Body Management.

4 7. Defendants shall pay the Settlement Class pursuant to the procedure
5 described in the Settlement Agreement and the Notice Documents;

6 8. The Court hereby confirms the appointment of Plaintiff Eduardo Morales, and
7 Plaintiff Jose Oliva as Class Representatives for settlement purposes and awards a \$10,000
8 payment to each Plaintiff for their services to the Class. The Court finds that these amounts
9 are fair and reasonable in light of Plaintiffs’ contributions to this litigation and the risks they
10 undertook in being the named plaintiffs. The enhancement awards awarded under this
11 paragraph shall be paid in accordance with the terms of the Settlement Agreement;

12 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
13 Hacopian of Mooradian Law, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and
14 Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel;

15 10. The Court hereby awards attorneys’ fees in the amount of \$407,160 and finds
16 that the attorneys’ fees requested are reasonable in light of the relevant factors under
17 California law. The attorneys’ fees awarded under this paragraph shall be paid in accordance
18 with the terms of the Settlement Agreement;

19 11. The Court also awards costs in the amount of \$30,981.25 and finds that the
20 costs requested are reasonable in light of the relevant factors under California law. The costs
21 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
22 Agreement;

23 12. The Court approves the payment of \$9,250 to Phoenix Settlement
24 Administrators for the fees and costs of administering the settlement. The payment
25 authorized by this paragraph shall be made in accordance with the terms of the Settlement
26 Agreement;

 13. The Court approves a \$50,000 allocation for release of the PAGA claims.
From this allocation, the Court approves the payment of \$37,500 (75%) to the California

1 Labor and Workforce Development Agency (“LWDA”) and \$12,500 (25%) to Aggrieved
2 Employees i.e. “all persons who, during the PAGA Period (from March 27, 2022 through
3 February 23, 2025), have previously been or currently are employed in California by
4 Defendants as an hourly-paid, non-exempt employee.” The payments authorized by this
5 paragraph shall be made in accordance with the terms of the Settlement Agreement;

6 14. The Gross Settlement Amount of the Settlement is \$1,221,480 (plus
7 Defendants’ employer share of taxes), from which the above noted awards shall be deducted
8 as follows: \$20,000 for service awards to Plaintiffs (\$10,000.00 each), \$407,160 for
9 attorneys’ fees, \$30,981.25 in litigation costs, \$9,250 in administration costs, and a \$50,000
10 allocation for release of PAGA claims. The remaining amount of \$704,088.75 (which
11 excludes the employer share of taxes), or Net Settlement Amount, shall be paid to the 246
12 Participating Class Members in accordance with the terms of the Settlement Agreement;

13 15. The Court shall have and retain continuing jurisdiction over this action and
14 the Parties and the Class, including after the entry of this Order, to the fullest extent
15 necessary to interpret, enforce and effectuate the terms and intent of the Settlement
16 Agreement and this Order and Judgment;

17 16. A Non-Appearence Review Hearing re Final Distribution is scheduled for
18 _____ and a distribution report is to be filed by
19 _____; and

20 17. Plaintiffs shall provide notice of this Order and Judgment to the LWDA as
21 required under PAGA.

22 Dated: _____

23 By: _____

24 Honorable Laura A. Seigle
25 Judge of the Superior Court
26