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Attorneys for Plaintiff
OSCAR CHINCHILLA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSCAR CHINCHILLA, as individuals and on behalf of all others similarly situated and as aggrieved employees and Private Attorney General,

Plaintiff,

vs.

BOB WONDRIES MOTORS, a California corporation; BOB WONDRIES ASSOCIATES, INC., a California corporation; WONDRIES AUTOMOTIVE, INC., a California corporation; WONDRIES FAMILY COLLISION CENTER, LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV03107

Assigned for All Purposes to the Hon. Theresa M. Traber, Department 1

NOTICE OF ENTRY OF FINAL ORDER AND JUDGMENT

Complaint Filed: February 5, 2024
FAC Filed: April 5, 2024
Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on October 27, 2026, the Honorable Theresa M. Traber, in Department 1 of the above-entitled Court, located at 312 North Spring Street, Los Angeles California 90012, executed and entered the final order and judgment in this matter. Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment which was executed and filed on October 27, 2026.

Dated: October 29, 2026

PROTECTION LAW GROUP, LLP

By: 

Heather M. Davis, Esq.
D. Luke Clapp, Esq.
Christine V. Reyes, Esq.
Attorneys for Plaintiff

EXHIBIT A

E-Served: Oct 28 2026 4:42PM PDT Via Case Anywhere

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FILED
Superior Court of California
County of Los Angeles
10/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: F. Hatfield Deputy

Electronically Received 10/23/2026 12:37 PM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSCAR CHINCHILLA, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

BOB WONDRIES MOTORS, a California corporation; BOB WONDRIES ASSOCIATES, INC., a California corporation; WONDRIES AUTOMOTIVE, INC., a California corporation; WONDRIES FAMILY COLLISION CENTER, LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV03107

Assigned for All Purposes to: Hon. Theresa M. Traber, Department 1

~~[PROPOSED]~~ FINAL ORDER AND JUDGMENT

Complaint Filed: February 5, 2024
FAC Filed: April 5, 2024
Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Class Action and PAGA Action ("Action") having come before the Court for a hearing and Final Order Approving Class Action and PAGA Settlement and Entering Judgment, consistent with the Court's Preliminary Approval Order, and as set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement Agreement"), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiff Oscar Chinchilla's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement.

2. All terms used herein shall have the same meaning as defined in the Agreement. The term "Class" and "Class Members" shall mean the following: "all current and former hourly-paid, non-exempt employees of Defendants Bob Wondries Motors, Bob Wondries Associates, Inc., Wondries Automotive, Inc., and Wondries Family Collision Center, LLC. ("Defendants") who were employed by Defendants in the State of California at any time from February 5, 2020, through April 6, 2026." The term "Participating Class Member" includes all Class Members who did not submit a timely and valid Request for Exclusion as provided in the Agreement.

3. The term "PAGA Members" shall mean the following: "all current and former hourly-paid non-exempt employees of Defendants who were employed by Defendants in the State of California at any time from January 31, 2023, through April 6, 2026."

4. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and PAGA Members.

5. Distribution of the Class Notice directed to the Class Members as set forth in the Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth

therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, all Released Class Claims and all Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

6. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court,* 4 Cal.3d 800, 821 (1971).

7. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

8. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

9. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating Class Members shall fully release and discharge the "Released Parties" from the "Released Class Claims" that arose during the "Class Period" as expressly set forth in the Settlement Agreement. This release shall be binding on all Participating Class Members.

10. Upon the complete funding of the Gross Settlement Amount and all applicable

employer-side payroll taxes by Defendants, the California Labor and Workforce Development Agency ("LWDA") and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the "Released Parties" from the "Released PAGA Claims" that arose during the "PAGA Period" as expressly set forth in the Settlement Agreement.

11. Additionally, upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff—on behalf of himself only—shall also generally release and discharge the "Released Parties" from all claims, demands, obligations, causes of action, or liabilities, known or unknown, in the manner expressly set forth in the Settlement Agreement.

12. One Class Member, Steven Teckboo Kho, submitted a timely request to be excluded from the terms of the Settlement. The last date to timely submit a request for exclusion was October 13, 2026. Accordingly, 969 Participating Class Members are included and bound by the Release of the Released Class Claims.

13. The Court also hereby finds that there were no written objections to the Settlement. The last day to submit a written objection was October 13, 2026. The Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

14. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the Court orders Defendants to fund the Gross Settlement Amount of $1,720,000.00 and all applicable employer-side payroll taxes within 14 days of the Effective Date to provide payments for the Class/PAGA Members individual settlement payments, the class representative enhancement payment, Class Counsel's fees and costs, the Settlement Administrator's fees, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The calculations and the payments shall be made administered in accordance with the terms of the Agreement.

15. Pursuant to the terms of the Agreement and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $573,333.33 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of $17,268.37 from the Gross Settlement Amount as final payment for and complete satisfaction of

any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action.

16. The Court hereby approves and orders a Class Representative Enhancement Payment of $7,500.00 to Plaintiff Oscar Chinchilla from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

17. The Court approves and orders the payment in the amount of $96,750.00 (75% of $129,000.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The remaining $32,250.00 (25% of $129,000.00) shall be distributed to the PAGA Members as set forth in the Agreement.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Apex Class Action, LLC, in the amount of $11,990.00 as set forth Settlement Agreement.

19. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

20. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after 180 days after being issued shall be void. All uncashed settlement checks shall be transferred to the Controller of the State of California to be held pursuant to Unclaimed Property Law, California Civil Code §1500 *et seq.*

21. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

22. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendants, or any of the other Released Parties, of any fault,

wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Class/PAGA Claims.

23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

24. The Court sets a non-appearance case review regarding the distribution of the Settlement and remaining unclaimed funds for October 25, 2027. Class Counsel are instructed to file a declaration from the settlement administrator regarding settlement distribution no later than 5 court days in advance of the hearing.

25. Notice of this Judgment shall be posted on the Settlement Administrator's website for a period of no less than 180 days.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 10/27/2026

JUDGE OF THE SUPERIOR COURT

Theresa M. Traber / Judge