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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

OCT 09 2026

By E Hernandez
Erika Hernandez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARLON MONTENEGRO, on behalf of himself, the State of California, and all Aggrieved Employees,

Plaintiff,

vs.

TED JONES FORD, INC. dba KEN GRODY FORD, a California corporation; KEN GODY REDLANDS LLC dba KEN GRODY FORD REDLANDS, a California limited liability company; and DOES 1 through 100, Inclusive,

Defendants.

Case No. CIVSB2433434

REPRESENTATIVE ACTION

[*Assigned for all purposes to the Hon. Kevin C. Lee, Dept. S26*]

AMENDED ~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, REASONABLE ATTORNEYS' FEES, AND COSTS

Date: September 23, 2026
Time: 8:30 a.m.
Dept.: S-26

Action Filed: November 5, 2024
Trial Date: None Set

This matter came on regularly for hearing before this Court on September 23, 2026, at 8:30 a.m. Having considered the Parties' Settlement Agreement ("Settlement");[1] the documents and evidence presented in support thereof; and recognizing the disputed factual and legal issues involved in this case; the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(s)(2). Good cause appearing therefore, the Court hereby GRANTS Plaintiff Marlon Montenegro's ("Plaintiff") Motion for Approval of Claims under the Private Attorneys General Act ("Motion") and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as: all current and former non-exempt employees of Defendants Ted Jones Ford, Inc. dba Ken Grody Ford and Ken Gody Redlands LLC dba Ken Grody Ford Redlands (collectively "Defendants") at any time during the PAGA Period.

2. The "PAGA Period" means August 28, 2023 to January 17, 2026.

3. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that Defendants shall deposit the PAGA Gross Settlement Amount of $700,000.00 into an account established by the Settlement Administrator, pursuant to the terms of the Settlement.

5. The Court hereby approves the Explanatory Letter submitted by the parties and included as Exhibit A to the Settlement.

6. The Court hereby appoints Phoenix Settlement Administrators. as the Settlement Administrator.

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[1] All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement, attached as Exhibit 1 to the Declaration of Tuvia Korobkin submitted concurrently with the Motion.

7. Within ten (10) Court days after the Effective Date, Defendants shall provide the Settlement Administrator with a list containing the Aggrieved Employees' full name, last known mailing addresses, last known telephone numbers, dates of employment and number of pay periods worked during the PAGA Period, and Social Security numbers to the extent available from Defendants' records, pursuant to the terms of the Settlement.

8. The Settlement Administrator is directed to mail the Individual PAGA Payments and the Explanatory Letter to the Aggrieved Employees within ten (10) Court days of receipt of the Gross Settlement Amount being fully funded and receiving approval from the Parties of the payment calculations, pursuant to the terms of the Settlement.

9. The Court finds that attorneys' fees in the amount of one-third of the Gross Settlement Amount (currently estimated to be $233,331.00) for Plaintiff's counsel, and reimbursement of litigation costs of $17,270.80 to Plaintiff's counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid $5,950.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the requested Incentive Award of $7,500.00 to Plaintiff is fair, adequate, and reasonable in recognition of the unique contributions he has made and the risks he undertook on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

12. The Court finds that the amount of $283,366.33 representing 65% of the $435,948.20 Net Settlement Amount allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement. Likewise, the Court finds that the amount of $152,581.87, representing 35% of the $435,948.20 Net Settlement Amount

allocated as PAGA civil penalties under the Settlement to be paid to the Aggrieved Employees is fair, adequate, and reasonable.

13. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and Aggrieved Employees will have released all of the PAGA Released Claims against Defendants which were resolved as part of the Settlement. The PAGA Released Claims include all claims alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in the Complaint and in the PAGA Notice, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay all final wages due at the end of employment, (7) failure to maintain accurate records, (8) failure to reimburse all necessary business expenditures, and (9) all other claims for civil penalties recoverable under the PAGA based on the facts or claims alleged in the PAGA Notice and Complaint, arising from Aggrieved Employees' employment with Defendants during the PAGA Period. The release of the PAGA Released Claims shall extend for the duration of the PAGA Period.

14. Upon entry of this Judgment and Order, the Court permanently enjoins and forever bars Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA Released Claims against Defendants which were resolved as part of the Settlement. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

15. Plaintiff shall file a declaration confirming the final distribution of funds on or before October 21, 2027.

16. The final compliance hearing shall be held on November 5, 2027 at 8:30 a.m.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: OCT 09 2026

By: _____
Honorable Kevin C. Lee
Judge of the Superior Court

PROOF OF SERVICE

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

On September 30, 2026, I served the foregoing document(s) described as:

AMENDED [PROPOSED] JUDGEMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, REASONABLE ATTORNEYS' FEES, AND COSTS

on all interested parties in this action by transmitting a true copy of the document(s) described above, addressed as follows:

SEE ATTACHED SERVICE LIST

( ) **BY MAIL** as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Beverly Hills, California.

( ) **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the above addressee(s).

( ) **BY OVERNIGHT COURIER:** I am "readily familiar" with the firm's practice of collecting and processing overnight deliveries, which includes depositing such packages in a receptacle used exclusively for overnight deliveries. The packages were deposited before the regular pickup time and marked accordingly for delivery the next business day.

(X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served electronically to the address of the recipient(s) as set forth below. I am readily familiar with the Code of Civil Procedure and California Rules of Court for electronic service and this document/these documents were duly served electronically in accordance with said rules and regulations on the date stated above, and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 30, 2026, at Beverly Hills, California.



Bianca Adame

SERVICE LIST:

Fisher & Phillips LLP c/o Jeffrey R. Thurrell, Esq. c/o Ashton M. Riley, Esq. c/o Kristina Noel Buan, Esq. 2050 Main Street, Suite 1000 Irvine, California 92614 E: *jthurrell@fisherphillips.com;* *ariley@fisherphillips.com ;* *kbuan@fisherphillips.com;* *agrable@fisherphillips.com;* *thsu@fisherphillips.com*	*Attorneys for Defendants Ted Jones Ford, Inc., D.B.A. Ken Grody Ford, and Ken Grody Redlands, LLC*