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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

RICARDO BETANCOURTH and ALBERTO NAVAS, as individuals and on behalf of all others similarly situated and as aggrieved employees and Private Attorney General

Plaintiffs,

vs.

ECOLOGY AUTO PARTS, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV27258

[*Assigned for all purposes to the Hon. Laura A. Seigel Dept SSC-17*]

**~~[PROPOSED]~~ FINAL ORDER AND JUDGMENT**

Date: October 20, 2026
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: October 17, 2024

**~~[PROPOSED]~~ ORDER & JUDGMENT**

The Motion of Plaintiffs Ricardo Betancourth and Alberto Navas ("Plaintiffs") for Final Approval of Class Action and PAGA Action ("Final Approval Motion") came regularly for hearing before this Court on October 20, 2026, at 9:00 a.m. pursuant to California Rule of Court 3.769 and this Court's prior Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the Parties' Stipulation of Settlement ("Settlement" or "Settlement Agreement"), attached as Exhibit 1 to the Declaration of Heather Davis in Support of the Motion for Final Approval, having considered the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm's-length negotiations between the parties.

Good cause appearing, the Court hereby GRANTS Plaintiffs' Final Approval Motion and ORDERS as follows:

1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

> All current and former non-exempt employees employed by Defendant Ecology Auto Parts, Inc. as Drivers in California from October 17, 2020, through January 15, 2026 (the "Drivers Class Period") and all other current and former non-exempt employees employed by Defendant Ecology Auto Parts, Inc. in California from January 1, 2023, through January 15, 2026 (the Non-Drivers Class Period).

3. Plaintiffs are hereby confirmed as the Class Representatives and Protection Law Group, LLP, and Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Settlement Class members as set forth in the Settlement Agreement, and the notice process has been completed in accordance with the Settlement Agreement and the Court's Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Court-approved Notice provided due and

adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, and due process.

5. The Court finds the Settlement Administrator received one (1) Request for Exclusion out of 2,154 Class Members. As a result, 2,153 Class Members remain as "Participating Class Members," resulting in a participation rate of 99.95% that supports final approval of the Settlement. Ruben Oliveros submitted a timely request to be excluded from the Settlement and is hereby excluded from the settlement and the release of the Class Released Claims. The last date to submit a request to be excluded from the Settlement was August 10, 2026.

6. The Court finds that there were no objections to the terms of the Settlement. The last date to submit a written objection to the Settlement was August 10, 2026.

7. The Court hereby approves the terms of the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

8. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class, and a well-defined community of interest exists among the members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class members; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for the fair and efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent the Class Representatives and the Settlement Class.

9. The Court finds that the Individual Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute these payments to participating Settlement Class members in accordance with the terms of the Settlement.

10. The Court finds that in light of the absence of objections to the Settlement this Order is deemed final as of the date of its entry.

11. The Court orders Defendant to deposit the Gross Settlement Amount of $3,234,444.88, and the employer's share of applicable payroll taxes separately and in addition to the Gross Settlement Amount, with the Settlement Administrator no later than January 15, 2027.

12. The Court finds that the Class Representative Service Awards in the amount of $7,500.00 to Plaintiff Alberto Navas and $7,500.00 to Plaintiff Ricardo Betancourth are appropriate in light of the time spent, risks undertaken and their service to the Settlement Class. The Court finds that these payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make these payments in accordance with the terms of the Settlement.

13. The Court finds that attorneys' fees in the amount of $1,078,148.29 (33 1/3% of the Gross Settlement Amount) and litigation costs of $24,598.49 to Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in accordance with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid $18,250.00 from the Gross Settlement Amount in accordance with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

15. The Court finds that the amount designated for civil penalties under the Private Attorneys General Act ("PAGA"), $100,000.00, with 65% ($65,000.00) allocated to the California Labor and Workforce Development Agency ("LWDA") and 35% ($35,000.00) allocated to Aggrieved Employees pursuant to Labor Code § 2699(i), is fair, reasonable, and adequate. The Court orders the Settlement Administrator to distribute these payments in accordance with the terms of the Settlement.

16. The Aggrieved Employees are defined as: All Settlement Class members (regardless of whether they opted-out of the Class Settlement) who worked for Defendant at any time from October 17, 2023, through January 15, 2026 (the "PAGA Period").

17. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the

California State Controller's Office and held in trust for such Settlement Class members pursuant to California Unclaimed Property Law, Civil Code Section 1500 *et seq*.

18. The Court also hereby orders that the deadline for mailing the Court-approved Individual Settlement Awards, attorneys' fees and costs, and enhancement payments is as set forth in the Settlement.

19. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively, the "Released Parties") from all claims, demands, rights, liabilities and causes of action that were pled in the operative Second Amended Class and Representative Action complaint ("SAC") that arose during the Class Periods, including claims for: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) failure to provide meal periods as required by law; (c) failure to authorize rest periods as required by law; (e) failure to timely pay all wages due at separation of employment or final wages due; (f) wages not being timely paid during employment; (g) failure to pay accrued vacation wages; (h) failure to provide accurate, itemized wage statements; (i) failure to reimburse for all necessary business expense; (j) liquidated damages; and (k) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the Action, including but not limited to Labor Code sections 200, 201, 202, 203, 206.5, 210, 218.5, 226-226.5, 226.7, 351- 356, 510 et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, and 2802, 2804, related IWC Wage Orders including Wage Orders 5, 7, and 9, and the Fair Labor Standards Act, 29 U.S.C. sections 201 et seq. (the "Class the Class Released Claims"). The period shall extend to the limits of the Drivers Class Period and Non-Drivers Class Period, as applicable

20. In addition, upon the Effective Date and the complete funding of the Gross Settlement Amount, all Settlement Class members (regardless of whether they opted out of the Class Released Claims) who worked for Defendant at any time from October 17, 2023 through January 15, 2026, (the "PAGA Period") are "Aggrieved Employees and shall release the Released

Parties from all claims for civil penalties under PAGA arising during the PAGA Period as alleged in the SAC and as disclosed in Plaintiffs' Notification Letter to the Labor and Workforce Development Agency ("LWDA") (the PAGA Released Claims").

21. Upon the Effective Date and Defendant's complete funding of the Gross Settlement Amount, Plaintiffs have agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers' compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Specifically excluded from Plaintiffs' Released Claims are any claims that cannot be released as a matter of law, such as claims for workers compensation benefits or unemployment benefits.

22. Neither the Settlement nor any of the terms set forth in the Settlement is an admission by Defendant, 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 Defendant, or any of the other Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement 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 Defendant,

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 Settlement, 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 Settlement, 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.

23. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement Agreement and approved by the Court.

24. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Settlement Class members, and over all matters pertaining to the implementation and enforcement of the Settlement 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 Settlement shall be presented to the Court for resolution.

25. The Court sets a non-appearance case review regarding the distribution of the Settlement Payments for Oct. 22, 2027 at 8:30 a.m.. A declaration from the settlement administrator shall be filed at least 5 court days in advance.

**IT IS SO ORDERED.**

Dated: 10/20/2026

Laura A. Seigle / Judge
Judge of the Superior Court