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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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

*[Case assigned for all purposes to the Hon.
Laura A. Seigle, Dept. SSC-17]*

**SUPPLEMENTAL DECLARATION OF
SEAN M. BLAKELY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 22, 2026
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: October 17, 2024
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and co-counsel for the named Plaintiffs
3 Ricardo Betancourth (“Plaintiff Betancourth”) and Alberto Navas (“Plaintiff Navas”)
4 (collectively, “Plaintiffs”) and the proposed Settlement Class in the above-captioned matter. I am
5 a member in good standing of the bar of the State of California and am admitted to practice in
6 this Court. I have personal knowledge of the facts stated in this declaration and could testify
7 competently to them if called upon to do so.

8 2. This supplemental declaration is submitted in response to the Court’s May 11,
9 2026 Tentative Order Re Motion for Preliminary Approval (the “tentative ruling”). After
10 reviewing the tentative ruling, the Parties revised the Settlement Agreement and the Class Notice
11 in accordance with the Court’s tentative ruling. Specifically, the Parties revised the Settlement
12 Agreement and Class Notice to remove the reference to PAGA claims (i.e., Cal. Labor Code §
13 2698 *et seq.*) from the Settlement Agreement and the Class Notice.

14 3. Attached hereto as **Exhibit A** is the fully-executed Amended Stipulation of
15 Settlement. Attached hereto as **Exhibit B** is a redline version of the Amended Stipulation of
16 Settlement showing all changes.

17 4. Attached hereto as **Exhibit C** is the revised Class Notice. Attached hereto as
18 **Exhibit D** is a redline version of the Class Notice reflecting all changes.

19 5. On April 16, 2026, the day Plaintiffs filed their Motion for Preliminary Approval
20 of Class Action Settlement, Plaintiffs submitted the proposed Settlement Agreement and
21 Plaintiff’s Motion for Preliminary Approval and supporting documents to the Labor and
22 Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit E** is a true and correct
23 copy of the submission confirmation to the LWDA, dated April 16, 2026. However, Plaintiffs
24 inadvertently failed to file the Proof of Service to the LWDA with the Court. Plaintiffs are filing
25 a Proof of Service to the LWDA concurrently with this filing, which will include the amended
26 Stipulation of Settlement.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on May 19, 2026, at El Segundo, California.

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5 Sean M. Blakely
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EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Ricardo Betancourth (“Plaintiff Betancourth”) and Alberto Navas (“Plaintiff Navas”) (Plaintiff Betancourth and Plaintiff Navas collectively “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Ecology Auto Parts, Inc. (hereinafter “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Kristopher Tayyeb of Haines Law Group, APC, and Heather Davis, Amir Nayebdadash, and Carlos Jimenez of Protection Law Group, LLP (“Class Counsel”). Defendant is represented by Paul F. Sorrentino and Vincent P. Sorrentino of Sorrentino & Associates PC.

On October 17, 2024, Plaintiff Betancourth filed a class action complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Ricardo Betancourth v. Ecology Auto Parts, Inc.*, Case No. 24STCV27258 (the “*Betancourth* Action”). On December 23, 2024, Plaintiff Betancourth filed a First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”). On June 16, 2025, Plaintiff Alberto Navas filed a wage and hour class action complaint against Defendant in the matter entitled *Alberto Navas v. Ecology Auto Parts, Inc.*, Los Angeles Superior Court Case No. 25STCV17397 (the “*Navas* Action”).

As part of this Settlement, the Parties stipulate to the filing of a Second Amended Class and Representative Action Complaint (“SAC”) in the *Betancourth* Action, adding Plaintiff Alberto Navas as a named Plaintiff and class representative, adding causes of action for failure to timely pay all wages due at separation of employment or final wages due, failure to reimburse for necessary business expenses, wages not being timely paid during employment, failure to pay accrued vacation, and adding certain factual allegations. The Parties agree to seek approval of this Stipulation of Settlement through the *Betancourth* Action. Once the SAC is filed in the *Betancourth* Action, Plaintiff Navas shall dismiss the *Navas* Action without prejudice.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of 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”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this

conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) 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”), as follows:

- A. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the operative 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 Released Claims”). The period of the Class Released Claims shall extend to the limits of the Drivers Class Period and Non-Drivers Class Period, as applicable.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) 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”).
- C. **Release by Plaintiffs.** 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.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Gross Settlement Amount" of Two Million Eight Hundred Ninety-Five Thousand Dollars and Zero Cents (\$2,895,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the "Settlement Administrator" to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within sixty-one (61) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review, but in no case shall the Gross Settlement Amount deposit/funding by Defendant occur before January 15, 2027.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Twenty Thousand Dollars and Zero Cents (\$20,000.00);
 - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Betancourth and up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Navas, for a total of Twenty Thousand Dollars and Zero Cents (\$20,000.00), for Plaintiffs' Class Representative Service Awards, in recognition of their contributions to the Action and their service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall

not have the right to revoke this Settlement Agreement, and it will remain binding;

- (4) Up to thirty-five percent (35%) of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Fifty Thousand Dollars and Zero Cents (\$50,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding;
- (5) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), sixty-five percent (65%) of such penalties, or Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining thirty-five percent (35%), or Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below; and
- (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

D. **Escalator Clause.** The Gross Settlement Amount is based on Defendant's representations that there are approximately 122,739 workweeks worked by Settlement Class members during the Class Periods. If, at the time of preliminary approval, the number of workweeks has increased by 10% or more (i.e., if there are 135,013 or more workweeks), then the Gross Settlement Amount shall increase proportionally with the increase in workweeks (e.g., if there was 18% increase in the number of workweeks during the Class Periods, Defendant would agree to increase the Gross Settlement Amount by 8%). Alternatively, Defendant has the option of shortening the Class Period to a date where total workweeks do not exceed 135,013.

E. Defendant's share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the total

amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Award based on the following formula:
- i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Periods, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Periods, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Periods.
 - ii. In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. After the Settlement Administrator mails Individual Settlement Awards to Settlement Class members, the Settlement Administrator shall make the Court-approved payment for Class Counsel’s attorneys’ fees and costs, Class Representative Service Awards, and settlement administration costs.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any payment from the NSA shall be allocated as eighty-five percent (85%) as penalties and interest; and fifteen percent (15%) as

wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing will escheat to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Million Thirteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,013,250.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Awards.** Defendant will not object to a request for Class Representative Service Awards of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Betancourth and up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Navas, for a total of Twenty Thousand Dollars and Zero Cents (\$20,000.00), for their time and risk in prosecuting this case, and their service to the Settlement Class. These awards will be in addition to Plaintiffs’ respective Settlement Awards as Settlement Class members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Awards, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiffs’ request to the Court to

pay up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wage portion of the Individual Settlement Awards, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Kristopher Tayyeb of Haines Law Group, APC and Heather Davis, Amir Nayebdadash, and Carlos Jimenez of Protection Law Group, LLP as Class Counsel;
- C. Appointing Plaintiffs Ricardo Betancourth and Alberto Navas as Class Representatives for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlement Award, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed during the Class Periods (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within fifteen (15) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated

addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

ii. Defendant may void the settlement within fifteen (15) business days of the expiration of the claims/exclusion period if five percent (5%) or more of the class opt out of the settlement.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any

responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Individual Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice

Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement and adjudging its terms to be fair, adequate, and reasonable;
- B. Approving Plaintiffs' and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Awards, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Defendant contends that the time and payroll violations concerning the hourly non-exempt class member liabilities were caused by a third party vendor. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Paul F. Sorrentino and Vincent P. Sorrentino, Sorrentino & Associates PC, 550 West C Street, Suite 1400, San Diego, CA 92101; paul@sorrentinolawpc.com; vincent@sorrentinolawpc.com.

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

14. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 05 / 13 / 2026, 2026

DEFENDANT ECOLOGY AUTO PARTS, INC.

Roy T. Blanco

By: _____

Title: Director, Human Reso

DATED: _____, 2026

PLAINTIFF RICARDO BETANCOURTH

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2026

PLAINTIFF ALBERTO NAVAS

By: _____
Plaintiff and Settlement Class Representative

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15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2026

DEFENDANT ECOLOGY AUTO PARTS, INC.

By: _____
Title:

DATED: 12/05/2026, 2026

PLAINTIFF RICARDO BETANCOURTH

By:  _____
Ricardo Betancourth (May 12, 2026 17:38:29 PDT)
Plaintiff and Settlement Class Representative

DATED: _____, 2026

PLAINTIFF ALBERTO NAVAS

By: _____
Plaintiff and Settlement Class Representative

14. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2026

DEFENDANT ECOLOGY AUTO PARTS, INC.

By: _____
Title:

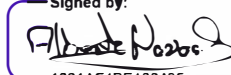
DATED: _____, 2026

PLAINTIFF RICARDO BETANCOURTH

By: _____
Plaintiff and Settlement Class Representative

DATED: 5/13/2026
_____, 2026

PLAINTIFF ALBERTO NAVAS

By:  _____
Plaintiff and Settlement Class Representative

Signed by:
1031AF4BE139435...

APPROVED AS TO FORM:

DATED: May 14, 2026

SORRENTINO & ASSOCIATES PC

By: 
Paul F. Sorrentino
Vincent P. Sorrentino
Attorneys for Defendant

DATED: _____, 2026

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Ricardo Betancourth

DATED: _____, 2026

PROTECTION LAW GROUP, LLP

By: _____
Carlos Jimenez
Attorneys for Plaintiff Alberto Navas

APPROVED AS TO FORM:

DATED: _____, 2026

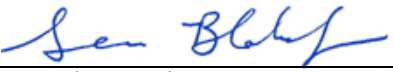
SORRENTINO & ASSOCIATES PC

By: _____

Paul F. Sorrentino
Vincent P. Sorrentino
Attorneys for Defendant

DATED: May 14, 2026

HAINES LAW GROUP, APC

By:  _____

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Ricardo Betancourth

DATED: _____, 2026

PROTECTION LAW GROUP, LLP

By: _____

Carlos Jimenez
Attorneys for Plaintiff Alberto Navas

APPROVED AS TO FORM:

DATED: _____, 2026

SORRENTINO & ASSOCIATES PC

By: _____

Paul F. Sorrentino
Vincent P. Sorrentino
Attorneys for Defendant

DATED: _____, 2026

HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Ricardo Betancourth

DATED: May 13, 2026

PROTECTION LAW GROUP, LLP

By: _____


~~Carlos Jimenez~~ / Luke Clapp
Attorneys for Plaintiff Alberto Navas

EXHIBIT B

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Ricardo Betancourth (“Plaintiff Betancourth”) and Alberto Navas (“Plaintiff Navas”) (Plaintiff Betancourth and Plaintiff Navas collectively “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Ecology Auto Parts, Inc. (hereinafter “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Kristopher Tayyeb of Haines Law Group, APC, and Heather Davis, Amir Nayebdadash, and Carlos Jimenez of Protection Law Group, LLP (“Class Counsel”). Defendant is represented by Paul F. Sorrentino and Vincent P. Sorrentino of Sorrentino & Associates PC.

On October 17, 2024, Plaintiff Betancourth filed a class action complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Ricardo Betancourth v. Ecology Auto Parts, Inc.*, Case No. 24STCV27258 (the “*Betancourth* Action”). On December 23, 2024, Plaintiff Betancourth filed a First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”). On June 16, 2025, Plaintiff Alberto Navas filed a wage and hour class action complaint against Defendant in the matter entitled *Alberto Navas v. Ecology Auto Parts, Inc.*, Los Angeles Superior Court Case No. 25STCV17397 (the “*Navas* Action”).

As part of this Settlement, the Parties stipulate to the filing of a Second Amended Class and Representative Action Complaint (“SAC”) in the *Betancourth* Action, adding Plaintiff Alberto Navas as a named Plaintiff and class representative, adding causes of action for failure to timely pay all wages due at separation of employment or final wages due, failure to reimburse for necessary business expenses, wages not being timely paid during employment, failure to pay accrued vacation, and adding certain factual allegations. The Parties agree to seek approval of this Stipulation of Settlement through the *Betancourth* Action. Once the SAC is filed in the *Betancourth* Action, Plaintiff Navas shall dismiss the *Navas* Action without prejudice.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of 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”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this

conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) 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”), as follows:

- A. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the operative 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, ~~2698 et seq.~~, 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 Released Claims”). The period of the Class Released Claims shall extend to the limits of the Drivers Class Period and Non-Drivers Class Period, as applicable.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) 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”).
- C. **Release by Plaintiffs.** 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.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Gross Settlement Amount" of Two Million Eight Hundred Ninety-Five Thousand Dollars and Zero Cents (\$2,895,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the "Settlement Administrator" to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within sixty-one (61) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review, but in no case shall the Gross Settlement Amount deposit/funding by Defendant occur before January 15, 2027.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Twenty Thousand Dollars and Zero Cents (\$20,000.00);
 - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Betancourth and up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Navas, for a total of Twenty Thousand Dollars and Zero Cents (\$20,000.00), for Plaintiffs' Class Representative Service Awards, in recognition of their contributions to the Action and their service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall

not have the right to revoke this Settlement Agreement, and it will remain binding;

- (4) Up to thirty-five percent (35%) of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Fifty Thousand Dollars and Zero Cents (\$50,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding;
- (5) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), sixty-five percent (65%) of such penalties, or Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining thirty-five percent (35%), or Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below; and
- (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

D. **Escalator Clause.** The Gross Settlement Amount is based on Defendant's representations that there are approximately 122,739 workweeks worked by Settlement Class members during the Class Periods. If, at the time of preliminary approval, the number of workweeks has increased by 10% or more (i.e., if there are 135,013 or more workweeks), then the Gross Settlement Amount shall increase proportionally with the increase in workweeks (e.g., if there was 18% increase in the number of workweeks during the Class Periods, Defendant would agree to increase the Gross Settlement Amount by 8%). Alternatively, Defendant has the option of shortening the Class Period to a date where total workweeks do not exceed 135,013.

E. Defendant's share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the total

amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Award based on the following formula:
- i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Periods, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Periods, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Periods.
 - ii. In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. After the Settlement Administrator mails Individual Settlement Awards to Settlement Class members, the Settlement Administrator shall make the Court-approved payment for Class Counsel’s attorneys’ fees and costs, Class Representative Service Awards, and settlement administration costs.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any payment from the NSA shall be allocated as eighty-five percent (85%) as penalties and interest; and fifteen percent (15%) as

wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing will escheat to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Million Thirteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,013,250.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Awards.** Defendant will not object to a request for Class Representative Service Awards of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Betancourth and up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Navas, for a total of Twenty Thousand Dollars and Zero Cents (\$20,000.00), for their time and risk in prosecuting this case, and their service to the Settlement Class. These awards will be in addition to Plaintiffs’ respective Settlement Awards as Settlement Class members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Awards, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiffs’ request to the Court to

pay up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wage portion of the Individual Settlement Awards, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Kristopher Tayyeb of Haines Law Group, APC and Heather Davis, Amir Nayebdadash, and Carlos Jimenez of Protection Law Group, LLP as Class Counsel;
- C. Appointing Plaintiffs Ricardo Betancourth and Alberto Navas as Class Representatives for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlement Award, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed during the Class Periods (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within fifteen (15) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated

addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

ii. Defendant may void the settlement within fifteen (15) business days of the expiration of the claims/exclusion period if five percent (5%) or more of the class opt out of the settlement.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any

responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Individual Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice

Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement and adjudging its terms to be fair, adequate, and reasonable;
- B. Approving Plaintiffs' and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Awards, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Defendant contends that the time and payroll violations concerning the hourly non-exempt class member liabilities were caused by a third party vendor. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Paul F. Sorrentino and Vincent P. Sorrentino, Sorrentino & Associates PC, 550 West C Street, Suite 1400, San Diego, CA 92101; paul@sorrentinolawpc.com; vincent@sorrentinolawpc.com.

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

14. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2026

DEFENDANT ECOLOGY AUTO PARTS, INC.

By: _____
Title:

DATED: _____, 2026

PLAINTIFF RICARDO BETANCOURTH

By: _____
Plaintiff and Settlement Class Representative

DATED: _____, 2026

PLAINTIFF ALBERTO NAVAS

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: _____, 2026

SORRENTINO & ASSOCIATES PC

By: _____

Paul F. Sorrentino
Vincent P. Sorrentino
Attorneys for Defendant

DATED: _____, 2026

HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Ricardo Betancourth

DATED: _____, 2026

PROTECTION LAW GROUP, LLP

By: _____

Carlos Jimenez
Attorneys for Plaintiff Alberto Navas

EXHIBIT C

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

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

To: 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”). Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the case of *Ricardo Betancourth and Alberto Navas v. Ecology Auto Parts, Inc.*, Los Angeles County Superior Court Case No. 24STCV27258 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Ecology Auto Parts, Inc.’s (“Ecology”) records show that you were employed at Ecology in California as a non-exempt Driver from October 17, 2020 through January 15, 2026 (the “Drivers Class Period”) or as a non-exempt non-Driver employee in California from January 1, 2023 through January 15, 2026 (the “Non-Drivers Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

On October 17, 2024, Plaintiff Ricardo Betancourth (“Plaintiff Betancourth”) filed a class action lawsuit alleging the following causes of action against Ecology: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; and (6) unfair competition. On December 23, 2024, Plaintiff Betancourth filed a First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”). On March 11, 2026, Plaintiff Betancourth filed a Second Amended Class and Representative Action Complaint (“SAC”), adding Plaintiff Alberto Navas (“Plaintiff Navas”) (Plaintiff

Betancourth and Plaintiff Navas collectively, “Plaintiffs”) as a named Plaintiff and class representative, adding causes of action for (1) failure to timely pay all wages due at separation of employment or final wages due, (2) failure to reimburse for necessary business expenses, (3) wages not being timely paid during employment, (4) failure to pay accrued vacation, and adding certain factual allegations. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Ecology denies all liability to Settlement Class members, denies the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs’ claims. Ecology has entered into the Settlement solely for the purposes of resolving this dispute and has agreed to settle the case as part of a compromise with the Plaintiffs. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Ecology, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Ecology has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Ecology provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Ecology, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Ecology, your decision about whether to participate in the Settlement will not affect your employment. California law and Ecology’s policy strictly prohibit unlawful retaliation.

Ecology will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com HEATHER DAVIS heather@protectionlawgroup.com AMIR NAYEBDADASH amir@protectionlawgroup.com KIRYL KARPIUK kiry1@protectionlawgroup.com PROTECTION LAW GROUP, LLP 149 Sheldon Street El Segundo, California 90245 Telephone: (424) 290-3095 Facsimile: (866) 264-7880	Attorneys for Defendant Ecology Auto Parts, Inc.: SORRENTINO & ASSOCIATES PC Paul Sorrentino paul@sorrentinolawpc.com Vincent Sorrentino vincent@sorrentinolawpc.com 402 W. Broadway, Suite 2600 San Diego, California 92101 Tel.: (619) 356-0603 Fax: (619)317-0539 sorrentinolawpc.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees employed by Ecology as Drivers in California from October 17, 2020 through January 15, 2026, and all other current and former non-exempt employees employed by Ecology in California from January 1, 2023 through January 15, 2026. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Ecology as described below.

Ecology has agreed to pay \$2,895,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representatives’ Service Awards.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc., to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$20,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, which is currently estimated to be \$1,013,250.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$50,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Awards to Class Representatives. Class Counsel will ask the Court to award service awards in the amount of \$10,000 each to the Class Representatives (for a total of \$20,000), to compensate them for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to the State of California. \$65,000.00 will be paid to the California Labor & Workforce Development Agency (“LWDA”), representing 65% of the \$100,000.00 the parties have agreed to allocate to the settlement of Plaintiffs’ claims on behalf of the Settlement Class members under the PAGA. The remaining \$35,000.00 will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$1,691,750.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: The Settlement Administrator will calculate payments from the Net Settlement Amount based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Periods. Specifically, each participating Settlement Class member’s payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Periods, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Periods.

- (ii) **PAGA Amount:** In addition to the NSA, the \$35,000 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Ecology at any time from October 17, 2023 through January 15, 2026 (“PAGA Period”) (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award from the NSA shall be allocated as follows: 85% as penalties and interest; and 15% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Settlement Administrator, Ecology and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release: If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, Plaintiffs and every member of the Settlement Class (except those who opt out) will fully release and discharge Ecology, 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”), as follows: Settlement Class members who do not opt out will release all claims, demands, rights, liabilities and causes of action that were pled in the operative 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; (d) 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 Released Claims”). The period of the Class Released Claims shall extend to the limits of the Drivers Class Period and Non-Drivers Class Period, as applicable.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Ecology at any time during 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”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Periods and the proportionate number of pay periods you

worked during the PAGA Period, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

If you are issued a Settlement, Check, you must cash the check(s) within 180 days from the date the Settlement Administrator mails it to you. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be transferred to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Periods and the proportionate number of pay periods you worked during the PAGA Period. The information contained in Ecology's records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing a "Request for Exclusion" letter or postcard and delivering it to the Settlement Administrator. The Request for Exclusion must be postmarked no later than **<<RESPONSE DEADLINE>>**.

Send the Request for Exclusion directly to the Settlement Administrator at **ILYM Group Inc., 2832 Walnut Ave STE C, Tustin, CA 92780**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Ecology during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. Should any dispute arise about the validity or timeliness of a Request for Exclusion, the Parties and Settlement Administrator will work together to resolve the dispute in good faith.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement and the amount allocated to the PAGA portion of the settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail it to the Settlement Administrator at ILYM Group Inc., **2832 Walnut Ave STE C, Tustin, CA 92780**. You should also include any legal or factual support for your objection(s), including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be postmarked on or before **<<RESPONSE DEADLINE>>**.

Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department SSC-17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**. All

objections or other correspondence must state the name and number of the case, which is *Ricardo Betancourth and Alberto Navas v. Ecology Auto Parts, Inc.*, Los Angeles County Superior Court Case No. 24STCV27258. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.ilymgroup.com>).

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, ECOLOGY, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT D

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

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

To: 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”). Collectively, these employees will be referred to as “Settlement Class members.”

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YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the case of *Ricardo Betancourth and Alberto Navas v. Ecology Auto Parts, Inc.*, Los Angeles County Superior Court Case No. 24STCV27258 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Ecology Auto Parts, Inc.’s (“Ecology”) records show that you were employed at Ecology in California as a non-exempt Driver from October 17, 2020 through January 15, 2026 (the “Drivers Class Period”) or as a non-exempt non-Driver employee in California from January 1, 2023 through January 15, 2026 (the “Non-Drivers Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

On October 17, 2024, Plaintiff Ricardo Betancourth (“Plaintiff Betancourth”) filed a class action lawsuit alleging the following causes of action against Ecology: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; and (6) unfair competition. On December 23, 2024, Plaintiff Betancourth filed a First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”). On March 11, 2026, Plaintiff Betancourth filed a Second Amended Class and Representative Action Complaint (“SAC”), adding Plaintiff Alberto Navas (“Plaintiff Navas”) (Plaintiff

Betancourth and Plaintiff Navas collectively, “Plaintiffs”) as a named Plaintiff and class representative, adding causes of action for (1) failure to timely pay all wages due at separation of employment or final wages due, (2) failure to reimburse for necessary business expenses, (3) wages not being timely paid during employment, (4) failure to pay accrued vacation, and adding certain factual allegations. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Ecology denies all liability to Settlement Class members, denies the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs’ claims. Ecology has entered into the Settlement solely for the purposes of resolving this dispute and has agreed to settle the case as part of a compromise with the Plaintiffs. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Ecology, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Ecology has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Ecology provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Ecology, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Ecology, your decision about whether to participate in the Settlement will not affect your employment. California law and Ecology’s policy strictly prohibit unlawful retaliation.

Ecology will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com HEATHER DAVIS heather@protectionlawgroup.com AMIR NAYEBDADASH amir@protectionlawgroup.com KIRYL KARPIUK kiryl@protectionlawgroup.com PROTECTION LAW GROUP, LLP 149 Sheldon Street El Segundo, California 90245 Telephone: (424) 290-3095 Facsimile: (866) 264-7880	Attorneys for Defendant Ecology Auto Parts, Inc.: SORRENTINO & ASSOCIATES PC Paul Sorrentino paul@sorrentinolawpc.com Vincent Sorrentino vincent@sorrentinolawpc.com 402 W. Broadway, Suite 2600 San Diego, California 92101 Tel.: (619) 356-0603 Fax: (619)317-0539 sorrentinolawpc.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees employed by Ecology as Drivers in California from October 17, 2020 through January 15, 2026, and all other current and former non-exempt employees employed by Ecology in California from January 1, 2023 through January 15, 2026. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Ecology as described below.

Ecology has agreed to pay \$2,895,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representatives’ Service Awards.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc., to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$20,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, which is currently estimated to be \$1,013,250.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$50,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Awards to Class Representatives. Class Counsel will ask the Court to award service awards in the amount of \$10,000 each to the Class Representatives (for a total of \$20,000), to compensate them for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to the State of California. \$65,000.00 will be paid to the California Labor & Workforce Development Agency (“LWDA”), representing 65% of the \$100,000.00 the parties have agreed to allocate to the settlement of Plaintiffs’ claims on behalf of the Settlement Class members under the PAGA. The remaining \$35,000.00 will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$1,691,750.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: The Settlement Administrator will calculate payments from the Net Settlement Amount based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Periods. Specifically, each participating Settlement Class member’s payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Periods, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Periods.

- (ii) **PAGA Amount:** In addition to the NSA, the \$35,000 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Ecology at any time from October 17, 2023 through January 15, 2026 (“PAGA Period”) (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award from the NSA shall be allocated as follows: 85% as penalties and interest; and 15% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Settlement Administrator, Ecology and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release: If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, Plaintiffs and every member of the Settlement Class (except those who opt out) will fully release and discharge Ecology, 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”), as follows: Settlement Class members who do not opt out will release all claims, demands, rights, liabilities and causes of action that were pled in the operative 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, ~~2698 et seq.~~, 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 Released Claims”). The period of the Class Released Claims shall extend to the limits of the Drivers Class Period and Non-Drivers Class Period, as applicable.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Ecology at any time during 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”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Periods and the proportionate number of pay periods you

worked during the PAGA Period, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

If you are issued a Settlement, Check, you must cash the check(s) within 180 days from the date the Settlement Administrator mails it to you. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be transferred to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Periods and the proportionate number of pay periods you worked during the PAGA Period. The information contained in Ecology's records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing a "Request for Exclusion" letter or postcard and delivering it to the Settlement Administrator. The Request for Exclusion must be postmarked no later than **<<RESPONSE DEADLINE>>**.

Send the Request for Exclusion directly to the Settlement Administrator at **ILYM Group Inc., 2832 Walnut Ave STE C, Tustin, CA 92780**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Ecology during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. Should any dispute arise about the validity or timeliness of a Request for Exclusion, the Parties and Settlement Administrator will work together to resolve the dispute in good faith.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement and the amount allocated to the PAGA portion of the settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail it to the Settlement Administrator at ILYM Group Inc., **2832 Walnut Ave STE C, Tustin, CA 92780**. You should also include any legal or factual support for your objection(s), including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be postmarked on or before **<<RESPONSE DEADLINE>>**.

Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department SSC-17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**. All

objections or other correspondence must state the name and number of the case, which is *Ricardo Betancourth and Alberto Navas v. Ecology Auto Parts, Inc.*, Los Angeles County Superior Court Case No. 24STCV27258. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.ilymgroup.com>).

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, ECOLOGY, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT E

From: no-reply@formassembly.com
To: [Rachel Sanchez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, April 16, 2026 4:47:57 PM

04/16/2026 04:46:20 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 04/16/2026 04:46:20 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1056830-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1056830-24
Plaintiff for PAGA Case: Ricardo Betancourth
Filer/Attorney for PAGA Case: Paul Haines
Law Firm for PAGA Plaintiff: Haines Law Group, APC
Employer: Ecology Auto Parts, Inc.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 24STCV27258
Violation Type:
Related BOFE Case: [CM-212914](#)

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	Decl of TPA re MPA.pdf	04/16/2026 04:47 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	2026-04-16 POS to LWDA.pdf	04/16/2026 04:47 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	2026-04-16 Ecology Auto Proposed Order Granting PA.pdf	04/16/2026 04:47 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	2026-04-16 Ecology Auto SMB Decl ISO PA.pdf	04/16/2026 04:46 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	2026-04-16 Ecology Auto PKH Decl ISO PA.pdf	04/16/2026 04:46 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	2026-04-16 Ecology Auto KNT Decl ISO PA.pdf	04/16/2026 04:46 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	Declaration of Heather Davis in Support of Motion for Preliminary Approval.pdf	04/16/2026 04:46 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20 PM by Paul Haines	2026-03-27 Ecology Auto Plaintiff Betancourth Decl.pdf	04/16/2026 04:47 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/16/2026 04:46:20			

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Attachment Name	Description	Date Submitted	Type
PM by Paul Haines	Declaration of Alberto Navas.pdf	04/16/2026 04:47 PM	Proposed Settlement
Additional PAGA Document Submitted on 04/24/2026 05:57:36 PM by Jessica	Navas v. Ecology Auto Parts, Inc. - Proof of Service.pdf	04/24/2026 05:57 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/24/2026 05:57:36 PM by Jessica	Navas v. Ecology Auto Parts, Inc. -Declaration of D. Luke Clapp ISO Request for Dismissal without Prejudice.pdf	04/24/2026 05:57 PM	Other PAGA Document
Additional PAGA Document Submitted on 04/24/2026 05:57:36 PM by Jessica	Navas v. Ecology Auto Parts, Inc. -Request for Dismissal of Action without Prejudice.pdf	04/24/2026 05:57 PM	Other PAGA Document
Court Complaint Submitted on 12/23/2024 06:41:30 PM by Paul Haines	2024-12-23 Ecology Auto Parts FAC.pdf	12/23/2024 06:41 PM	Court Complaint
PAGA Notice Submitted on 10/17/2024 03:49:19 PM by Paul Haines	2024-10-17 Ecology Auto Parts Letter to LWDA re PAGA claim (FINAL).pdf	10/17/2024 03:49 PM	PAGA Notice
Proposed Settlement Submitted on 04/16/2026 04:46:20 PM by Paul Haines	2026-04-16 Ecology PA Motion.pdf	04/16/2026 04:46 PM	Proposed Settlement