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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOSEPH GONZALEZ, KEVIN CLEMENTE, JAMES HARDEN, and GHAZI SANKARI individuals, on behalf of themselves and on behalf of all persons similarly situated, Plaintiff, v. OREMOR AUTOMOTIVE GROUP, LLC; OREMOR EUROPEAN, LLC D/B/ A MERCEDES BENZ OF EL CAJON; ROMERO AUTOMOTIVE, INC.; OREMOR DEVELOPMENT, LLC; OREMOR FINANCIAL SERVICES, LLC; OREMOR OF CAPISTRANO, LLC; OREMOR OF FONTANA, LLC; OREMOR OF FRESNO, LLC; OREMOR OF GLENDALE, LLC; OREMOR OF ITALY II, LLC; JEEP CHRYSLER OF ONTARIO, INC.; OREMOR OF ONTARIO EN, LLC; OREMOR OF ONTARIO JCDR, LLC; OREMOR OF RIVERSIDE RC, LLC; OREMOR OF RIVERSIDE, LLC; OREMOR OF TEMECULA LX LLC; OREMOR OF TEMECULA, LLC; OREMOR OF TUSTIN, LLC; OREMOR OF VICTORVILLE, LLC; OREMOR OF WOODLAND HILLS, LLC; OREMOR ONTARIO DODGE, INC.; ROMERO	Case No. 37-2024-00019752-CU-OE-CTL **DECLARATION OF JEAN-CLAUDE LAPUYADE, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: August 14, 2026 Time: 9:00 a.m. Judge: Hon. Michael D. Washington Dept.: C-73

MOTORS, LLC; OREMOR MANAGEMENT & INVESTMENT COMPANY; ROMERO MOTORS CORPORATION; J. MCCULLOUGH CORP; UNITED RECOVERY, INC.; ACQUIRECORP'S NORWALK AUTO AUCTION; and DOES 1 through 50, inclusive,

Defendants.

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I, Jean-Claude Lapuyade, Esq., declare as follows:

1. I am over eighteen years of age, and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for Plaintiffs Joseph Gonzalez, Kevin Clemente, James Harden, Ghazi Sankari (hereafter "Plaintiffs") in this wage and hour class and representative action filed against Defendants Oremor Automotive Group, LLC, Oremor European, LLC, Romero Automotive, Inc., Oremor Development, LLC, Oremor Financial Services, LLC, Oremor of Capistrano, LLC, Oremor of Fontana, LLC, Oremor of Fresno, LLC, Oremor of Glendale, LLC, Oremor of Italy II, LLC, JEEP Chrysler of Ontario, Inc. Oremor of Ontario EN, LLC, Oremor of Ontario JCDR, LLC, Oremor of Riverside RC, LLC, Oremor of Riverside, LLC, Oremor of Temecula LX LLC, Oremor of Temecula, LLC, Oremor of Tustin IN, LLC, Oremor of Victorville, LLC, Oremor of Woodland Hills, LLC, Oremor of Ontario Ridge, Inc., Romero Motors, LLC, Oremor Management and Investment Company, Romero Motors Corporation, J. McCullough CORP, United Recovery, Inc., and Acquirecorp's Norwalk Auto Auction (collectively, "Defendants").

2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement.

3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed Amended Class Action and PAGA Action Settlement (hereinafter "Agreement"). Attached as Exhibit A to the Agreement is a true and correct copy of the court-approved Class Notice.

4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed March 16, 2026, Preliminary Approval Order.

5. Attached hereto as **Exhibit "3"** is a true and correct copy of the October 15, 2025, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "4"** is true and correct copy of the July 20, 2026, proof of filing this motion seeking final approval of this Settlement.

7. Attached hereto as **Exhibit "5"** is a true and correct copy of JCL Law Firm, APC, Firm Resume.

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I. INTRODUCTION

8. An objective evaluation of the proposed settlement of $925,000.00 ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, guided by the wisdom and experience of Kevin Barnes, Esq., an experienced mediator. After deducting any Court-approved Attorneys' Fees, Litigation Costs, Service Payments, Settlement Administration Expenses, and payments to the Labor & Workforce Development Agency ("LWDA"), the Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of Workweeks they worked while employed by Defendants during the Class Period. ***The Settlement Class greeted news of the Settlement with overwhelming approval as <u>99.65%</u> of the Class Members chose to participate in the Settlement.*** There are eight opt-outs and zero objections to the Settlement. The high approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

9. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra)*. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

10. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representatives and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

11. Defendants own and operate car dealerships throughout California, including San Diego County. Plaintiff Clemente worked for Defendants from December 2022 to November 2023. Declaration of Kevin Clemente ("Clemente Dec.") at ¶ 3. Plaintiff Harden worked for Defendants from October 2019 to October 2025. Declaration of James Harden ("Harden Dec.") at ¶ 3. Plaintiff Gonzalez worked for Defendants from September 2021 to April 2023. Declaration of Joseph Gonzalez ("Gonzalez Dec.") at ¶ 3. Plaintiff Sankari worked for Defendants from February 2024 to April 2024.

Declaration of Ghazi Sankari ("Sankari Dec.") at ¶ 3. Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs allege that they were denied legally compliant meal and rest periods, and minimum wages and overtime compensation at all times during their employment. Throughout their employment, Plaintiffs were subject to Defendants' written policies and procedures contained in, among other documents, the "Team Member Handbook."

12. Generally, Plaintiffs claim that Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, including time spent undergoing COVID-19 screenings, failed to pay overtime and meal period premiums at the correct regular rate of pay, failed to furnish accurate itemized wage statements, failed to reimburse for mandatory business expenses, and failed to pay all wages upon separation. Defendants deny liability for each of Plaintiffs' claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including, but not limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and timely paid all wages due upon separation of employment.

13. On August 23, 2023, Plaintiff Gonzalez served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). On February 20, 2024, Plaintiff Clemente served the LWDA with a PAGA Notice. On July 29, 2024, Plaintiff Sankari served the LWDA with a PAGA Notice. On January 31, 2025, Plaintiff Gonzalez and Plaintiff Harden served an amended PAGA Notice to the LWDA. Plaintiffs' PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of their intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* ("PAGA").

14. On November 28, 2023, Plaintiff Gonzalez filed a representative action complaint in San Bernardino County Superior Court, Case No. CIVSB2331022.

15. On April 26, 2024, Plaintiff Clemente filed a separate representative action complaint in the San Diego County Superior Court, Case No. 37-2024-00019752-CU-OE-CTL ("Action") alleging a single cause of action for violations of PAGA.

16. The Parties participated in formal discovery at the beginning of the Action, including the exchange of Special Interrogatories with potential witnesses and other information and documents pertinent to each side's claims and defenses. After the initial round of discovery, the Parties agreed to mediate the Action.

17. The Parties also agreed to continue discovery, but on an informal basis, to prepare for mediation. Such discovery included production of additional documents and data points subject to the mediation privilege, including but not limited to, the Class Members' time data and certain payroll data points. As discussed *infra,* Plaintiffs' counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

18. Plaintiffs thereafter filed a First Amended Class and Representative Action Complaint in the Action, adding James Harden, Joseph Gonzalez, and Ghazi Sankari as additional Plaintiffs, adding Defendants Romero Motors Corporation; J. McCullough Corp., United Recovery, Inc., and Acquirecorp's Norwalk Auto Auction and additional claims: 1) Unfair Competition in Violation of California Business & Professions Code §17200 et seq; 2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1; 3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 et seq; 4) Failure to Provide Required Meal Periods in Violation of California Labor Code §§ 226.7 & 512; 5) Failure to Provide Required Rest Periods in Violation of California Labor Code §§ 226.7 & 512; 6) Failure to Provide Accurate Itemized Statements in Violation of California Labor Code § 226; 7) Failure to Provide Wages When Due in Violation of California Labor Code §§ 201, 202 and 203; 8) Failure to Reimburse Employees for Required Expenses in Violation of California Labor Code §2802; 9) Illegal restrictions on disclosures.

19. On March 28, 2025, the Parties participated in a full-day mediation with wage and hour and PAGA mediator Kevin Barnes, Esq. The Parties contested key issues, worked through the mediator to understand respective risks and strengths, before ultimately agreeing upon principal settlement terms. Negotiations were adversarial but professional. The Parties worked diligently to negotiate and finalize the remaining settlement terms in the fully executed Agreement.

20. The Court preliminarily approved a Gross Settlement Amount of $925,000.00 on March 16, 2026. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments;

(2) to satisfy the Service Payments; (3) to satisfy Attorneys' Fees and Litigation Costs; (4) to satisfy the PAGA Payment; and (5) to satisfy the Administration Expenses incurred in this action.

21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the Class and should be granted final approval. Given the complexities of this case, the defenses asserted, and the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

22. Further supporting final approval, the average Individual Settlement Payment of **$210.12** is comparable to settlement payments in similar wage and hour class actions. This result is particularly favorable considering that liability and certification were far from certain. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation.

23. Months before filing the Action, Class Counsel began its pre-filing investigation into the Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiffs. As part of the interview process, the Plaintiffs produced documents related to their employment, including portions of their time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiffs' complaints justified further inquiry.

24. Class Counsel subsequently requested Plaintiffs' employee files from Defendants. In response, Defendants produced hundreds of pages of documents, including but not limited to copies of Defendants' written policies and Plaintiffs' hiring documents and payroll and time records. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiffs' claim that Defendants failed to, among other things, provide compliant meal and rest periods, to provide accurate wage statements, to compensate overtime wages at the correct regular rate of pay, and to reimburse for mandatory business expenses.

25. To prepare for mediation, Defendants produced the time and payroll records for the Class Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums

paid to the Class Members, average hourly rate for the Class Members, and copies of applicable handbooks, policies, and agreements.

26. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases.

27. BCG analyzed Defendants' time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate amount of unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG also estimated the number of missed, late, or truncated meal and rest periods, the amount of unpaid wages, the amount of unreimbursed expenses, the amount of unpaid overtime, the amount of unreimbursed business expenses, and the amount of missed meal and rest period premiums paid during the Class Period.

28. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiffs' suitability as putative class representatives through interviews, background investigations, and analysis of their employment files; (2) evaluating all of Plaintiffs' potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing Defendants' labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiffs' claims and estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

29. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiffs' claims. Based on its investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay and uncertainty

associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

B. <u>The Parties Settled at Mediation</u>.

30. On March 28, 2025, the Parties conducted a full day of mediation with Kevin Barnes, Esq. Mediator Barnes helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Mediator Barnes's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluation of the damages.

31. The mediation concluded without a settlement, however, after days of further negotiations, the Parties were able to settle the matter after both sides agreed to a Mediator's proposal. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

32. The negotiations were adversarial, conducted at arms-length and tempered by the efforts of both sides to serve the interests of their clients. The amount of the service award was not negotiated until after the parties agreed to the Gross Settlement Amount and many other terms.

C. <u>Class Counsel is Experienced in Similar Litigation.</u>

33. Plaintiffs are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiffs' firm representing aggrieved employees and consumers throughout California in wage and hour class actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate Attorney), Jennifer Heming (Paralegal) Allysa Castillo (Paralegal), Natalia Michele (Paralegal), Andrew Ward (Law Clerk), Hana McAnally (Law Clerk), Elsa Torres (Legal Assistant), Reyna Garcia (Legal Assistant). Lizeth Ponce (Legal Assistant), and Sabrina Parra-Carle (Secretary).

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34. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiffs, the State of California, and the Aggrieved Employees throughout this action.

35. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 17 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

36. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit "5"**.

37. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

38. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

39. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

E. <u>The Risk, Expense, Complexity and Duration of Further Litigation Favor Settlement.</u>

40. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of $925,000.00 represents a discount on Defendants' maximum potential exposure if Plaintiffs established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1)

the formidable defenses raised by Defendants presented a risk that could award significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

41. Although Plaintiffs and Class Counsel believe that this case has merit, they recognized the potential risks both sides would face if litigation of this action continued.

42. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues). Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

43. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendants have factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs' claims and, in fact, already has.

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44. Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendants through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representatives and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

F. The Gross Settlement Amount is Fair and Reasonable.

45. The Gross Settlement Amount of $925,000.00 in this case is fair and well within the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of the Class. The Gross Settlement Amount represents nearly 57.74% of the reasonable value of class claims ($925,000/$1,602,161.20), and is within the "ballpark" of reasonableness.

46. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is entitled to final approval.

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VI. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE REASONABLE

47. Here, Plaintiffs and Defendants negotiated a good faith PAGA Payment in the amount of $40,000 which is 4.3% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment ($30,000) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment ($10,000) to be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved.

48. Further, on October 15, 2025, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On July 20, 2026, Plaintiffs gave the LWDA notice of this motion seeking final approval of this settlement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of July 2026, at San Diego, California.

JCL LAW FIRM, APC

By: ______________________________
Jean-Claude Lapuyade
Attorney for Plaintiffs

EXHIBIT 1

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to court approval, this Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Kevin Clemente, James Harden, Joseph Gonzalez, and Ghazi Sankari ("Plaintiffs"), individually and on behalf of the Settlement Class, and Defendants Oremor Automotive Group, LLC, Oremor European, LLC dba Mercedes Benz of El Cajon, Romero Automotive, Inc., Oremor Development, LLC, Oremor Financial Services, LLC, Oremor of Capistrano, LLC, Oremor of Fontana, LLC, Oremor of Fresno, LLC, Oremor of Glendale, LLC, Oremor of Italy II, LLC, Jeep Chrysler of Ontario, Inc., Oremor of Ontario EN, LLC, Oremor of Ontario JCDR, LLC, Oremor of Riverside RC, LLC, Oremor of Riverside, LLC, Oremor of Temecula LX LLC, Oremor of Temecula, LLC, Oremor of Tustin, LLC, Oremor of Victorville, LLC, Oremor of Woodland Hills, LLC, Oremor Ontario Dodge, Inc, Romero Motors, LLC, Oremor Management & Investment Company, Romero Motors Corporation, J. McCullough Corp., Oremor of Riverside, RC, United Recover, Inc., and Aquirecorp's Norwalk Auto Auction (hereinafter, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties" or as a "Party." This Agreement supersedes the previously executed Class and PAGA Settlement Agreement executed by the above mentioned Parties based on the Court's denial of the motion for preliminary approval based on the inclusion of an escalator provision allowing the class period to end at an earlier date at Defendants' election, which has been removed from this version.

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Kevin Clemente et al. v. Oremor Automotive Group, LLC et al.*; Case No. 37-2024-00019752-CU-OE-CTL, pending in San Diego County Superior Court.

1.2. "Address Search" means the Administrator's search for Covered Employees' mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. "Administrator" means Apex Class Action LLC.

1.4. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid as approved by the Court. The Administration Expenses shall not exceed $18,000, except for a showing of good cause and as approved by the Court.

1.5. "Attorneys' Fees" mean the amounts allocated to Plaintiffs' Counsel for reimbursement of reasonable attorneys' fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount, currently estimated to be $308,333.33 out of $925,000. Attorneys' fees will be divided between Class Counsel in the following percentages (40% to Ferraro Vega Employment Lawyers, Inc., 30% to JCL Law Firm, APC, and 30% to Zakay Law Group, APLC).

1.6. "Class" or "Class Member(s)" means all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the Class Period.

1.7. "Class Counsel" or "Plaintiffs' Counsel" means Ferraro Vega Employment Lawyers, Inc., JCL Law Firm, APC, and Zakay Law Group, APLC.

1.8. "Class Period" and "PAGA Period" means the period from August 23, 2022, to June 20, 2025..

1.9. "Class Notice" means the Notice of Class Action and PAGA Settlement, attached as **Attachment A** and including the Request for Exclusion, attached as **Attachment B**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. "Class Response Deadline" means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail an Objection to the Settlement. Class Members to whom the Class Notice is re-sent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.11. "Class Representatives" or "Plaintiffs" refers to Kevin Clemente, James Harden, Joseph Gonzalez, and Ghazi Sankari.

1.12. "Class Pay Period" means any pay period during which a Class Member worked for Defendants for at least one day during the Class Period.

1.13. "Class Pay Period Estimate" means, based on a review of Defendants' records to date, a total of 66,830 Class Pay Periods.

1.14. "Class Settlement" means the Gross Settlement Amount, less Service Payments to the Class Representatives, Attorneys' Fees, Litigation Costs, a PAGA Payment, and Administration Expenses to be paid to the third-party settlement administrator, subject to Court approval, and account in summary for the payments to be distributed to Participating Class Members for their Released Class Claims as discussed herein.

1.15. "Court" means the San Diego County Superior Court.

1.16. "Covered Employees" means all PAGA Members and all Class Members.

1.17. "Defense Counsel" means captioned counsel of record from the law firm of Fisher & Phillips LLP.

1.18. "Effective Date" means the date on which the Court enters Judgment on its order granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Employee Data” means all Covered Employees’ identifying information in Defendants’ possession including their names, last-known mailing addresses, Social Security numbers, dates of hire and termination, and number of Class Pay Periods and PAGA Periods.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

1.22. “Funding Date” means the date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator within fourteen (14) days of the Effective Date.

1.23. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

1.24. “Gross Settlement Amount” means **$<u>925,000</u>**, which is the total amount that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and ***exclusive*** of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

1.25. “Individual Class Payments” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Class Pay Periods.

1.26. “Individual PAGA Payments” means the PAGA Members’ pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

1.27. “Individual Settlement Payments” means the Individual Class Payment and the Individual PAGA Payments.

1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.29. “Litigation Costs” means the amount incurred by Plaintiffs’ Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed $50,000.

1.30. “LWDA” means the California Labor Workforce and Development Agency.

1.31. “LWDA Payment” means the 75% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.32. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payment, Attorneys’ Fees, Litigation Costs, the PAGA Payment (including the LWDA Payment), and the Administration Expenses.

1.33. "Net PAGA Payment" means the 25% share of the PAGA Payment allocated to be paid to the PAGA Employees under Labor Code section 2699, subd. (m).

1.34. "Non-Participating Class Member" means any Class Member who submits a valid and timely Request for Exclusion as a Class Member from the Class Settlement, which does not affect their participation as a PAGA Member.

1.35. "Operative Complaint" means the complaint the Parties agree shall be filed as described 5.1 or any additional complaints, including amended complaints, filed by Plaintiffs pursuant to the Parties' stipulation.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. "PAGA" means California's Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

1.38. "PAGA Payment" means $40,000, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 75% of the PAGA Payment constituting the LWDA Payment, with the remaining 25% constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.39. "PAGA Members" means all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the PAGA Period.

1.40. "PAGA Notice" means Plaintiffs' letter to Defendant(s) and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.41. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

1.42. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.43. "Released Class Claims" means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period and ascertained in the course of the Action, including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to provide meal periods and/or associated meal period premiums; (d) any and all claims involving any alleged failure to provide rest periods and/or associated rest period premiums; (e) any and all claims involving any alleged failure to reimburse necessary business expenditures; (f) any and all claims involving any alleged failure to timely pay wages, including commissions, vacation/PTO, sick leave, or bonuses during employment; (g) any and all claims involving any alleged failure to provide complete and accurate wage statements; (h) any and all claims involving any alleged failure to pay timely wages upon separation; (i) any and all claims involving any alleged illegal restrictions on disclosure; and (j) any and all claims based on unfair business practices based on the allegations, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

1.44. "Released PAGA Claims" means all PAGA claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

1.45. "Released Parties" means: Defendants and each former and present directors, officers, shareholders, owners, attorneys, managers, members, insurers, predecessors, successors, assigns, subsidiaries, parents, and affiliates, including but not limited to Empire Nissan, Inc., Oremor of Dallas GC, LLC, Oremor of Waxahachie, LLC, Oremor of Dallas LTD, Oremor of Tustin, Inc. and Star Shield Solutions, LLC.

1.46. "Request for Exclusion" means a Class Member's submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice.

1.47. "Service Payment(s)" means the payment to the Plaintiff(s) for initiating and providing services in support of the Action in an amount up to $10,000 each, subject to Court approval, which also constitutes consideration for Plaintiffs' individual settlement and general release of all claims, and separation of employment (where applicable) as set forth in this Agreement.

1.48. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendants shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.1.1. Employer Payroll Taxes: The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately by Defendants as calculated by the Administrator.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

2.2.1. To Plaintiffs: The Service Payments, in addition to any Individual Settlement Payment that they may be entitled to receive as a Covered Employee. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment(s) using IRS Form 1099. An award of less than the requested amount for the Service Payments will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

2.2.2. To Plaintiffs' Counsel: Attorneys' Fees and Litigation Costs to Plaintiffs' Counsel. Defendants will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms.

2.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released PAGA Claims that were, or could have been, brought in the Actions under PAGA based on the factual allegations in the Operative Complaint and PAGA Notice; 75% of the PAGA Payment will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 25% of the PAGA Payment (i.e., the Net PAGA Payment) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval, without affecting the Gross Settlement Amount. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.5. To Each Participating Class Member/Tax Allocation: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Class Pay Periods. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.6. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment calculated by: (a) dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 21 days after the execution of this Agreement, or the formal appointment of the administrator, whatever is later, Defendants will simultaneously deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payment(s).

3.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

3.3.3. For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division.

3.3.4. The payment of Individual Settlement Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement.

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Defendants fully funds the Gross Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims will take effect:

4.1. Plaintiffs' General Release. Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiff(s) executes this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated

Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff(s) acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

4.1.1. Plaintiffs' Section 1542 Waiver. For purposes of Plaintiffs' General Release, Plaintiffs expressly waives and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **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.**

4.1.2. Plaintiff Harden's acknowledgment of Separation of Employment. Plaintiff Harden acknowledges that by signing below that his employment will be deemed to be separation by the date of Preliminary Approval. Plaintiff further acknowledges that he will remain off work and "inactive" from the date of his execution of this agreement through Preliminary Approval, wherein he will no longer be an employee of Defendants and his employment will cease. He is not to complete any further job duties or work for Defendants.

4.2. Release by Participating Class Members: As of the Funding Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. Participating Class Members other than Plaintiffs, **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

4.3. Release by PAGA Members: As of the Funding Date, all PAGA Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for the Released PAGA Claims.

5. PROCEDURAL ACTIONS AND MOTION FOR SETTLEMENT APPROVAL.

5.1. First Amended Complaint Within 14 days of the execution of this Agreement, Plaintiffs' Counsel will file the agreed upon First Amended Complaint which shall, in relevant part, add all Plaintiffs as named representatives and add relevant class claims. The Parties agree that they will work in good faith to file the First Amended Complaint with the Court via stipulation. Within 10 business days of the Court's acceptance of the First Amended Complaint, Plaintiff's will dismiss without prejudice any other lawsuits pending in other state courts, including but not limited to *Joseph Gonzalez v. Oremor of Capistrano, LLC et al. (*CIVSB2331022). The related actions shall be informally or formally stayed in the interim period.

5.2. Notice of Settlement with Pending Arbitration Matters. Within 5 business days of the full execution of this document, Plaintiffs will file a notice of settlement with any arbitration service for any pending arbitration proceedings, including but not limited to JAMS 5230000361. The related actions shall be informally or formally stayed in the interim period.

5.3. Preliminary Approval. Not later than 16 court days before the Preliminary Approval Hearing, Plaintiffs shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Defendants shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

5.4. PAGA Approval. Plaintiffs shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(s)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiffs shall prepare either a Joint Stipulation Approving PAGA Settlement (subject to Defense Counsels' review and revision) or a Motion for Approval of PAGA Settlement. Plaintiffs shall file declarations from Plaintiffs' Counsel and the Plaintiffs to support the Settlement.

5.5. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval or any other items identified in this section, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.4. Notice to Class and PAGA Members.

6.4.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiffs' Counsel that the list has been received and state the number of Covered Employees and Class Pay Periods and PAGA Pay Periods in the Employee Data.

6.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Covered Employees identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Attachment A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment payable to the Covered Employees, and the number of Class Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Covered Employees' addresses using the National Change of Address database.

6.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

6.4.4. The deadlines for Class Members' written objections, challenges to Class Pay Periods and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.5. If the Administrator, Defendants or Plaintiffs' Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the

Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

6.6. Challenges to Calculation of Class Pay Periods. Each Covered Employe shall have until the Response Deadline (plus an additional 14 days for Covered Employees whose Class Notice is re-mailed) to challenge the number of Class Pay Periods allocated to the Covered Employee in the Class Notice. The Covered Employee may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Covered Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Pay Periods contained in the Class Notice are correct so long as they are consistent with the Employee Data. The Administrator's determination of each Covered Employee's allocation of Class Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Class Pay Periods to Defense Counsel and Plaintiffs' Counsel and the Administrator's determination of the challenges.

6.7. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

6.7.1. The Court enters an order granting preliminary approval of the Settlement;

6.7.2. The Court enters an order granting final approval of the Settlement and a Final Judgment;

6.7.3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

6.7.4. Defendants fully fund the Gross Settlement Amount.

6.8. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, fails to become effective, or is reversed, withdrawn, or materially modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

6.8.1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

6.8.2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

6.8.3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

6.9. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

6.10. Objections to Settlement.

6.10.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

6.10.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

6.10.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.11. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

6.11.1. Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Covered Employees may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

6.11.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Plaintiffs' Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.11.3. Weekly Reports. The Administrator must, on a weekly or biweekly basis, provide written reports to Plaintiffs' Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Pay Periods received and/or resolved, and checks mailed for Individual Class and PAGA Payments. The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.11.4. Class Pay Period Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Class Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.11.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Covered Employees, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiffs' Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.11.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. ESCALATION CLAUSE. Based on its records, Defendants has provided a Class Pay Period Estimate. In the event the total Class Pay Periods set forth in the Class Pay Period Estimate is incorrect by more than 15%, the Parties agree that the Gross Settlement Amount shall be increased proportionately by the same percentage above 15%. For example, if the total Class Pay Periods are in fact 16% higher than the Class Pay Period Estimate, the Gross Settlement Amount will be increased by 1%.

8. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 2,006 employees covered by this Agreement.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. If Defendants withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendants must notify Plaintiffs' Counsel and the Court of its election to withdraw not later than 7 days after the Response Deadline.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Plaintiffs will file in Court and serve on Defendants a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiffs' Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel in advance of filing for Defense Counsel's review. Defendants shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

10.3. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to opt out of or object to the

Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiffs' Counsels' ability to communicate with Covered Employees in accordance with Plaintiffs' Counsels' ethical obligations owed to Covered Employees.

12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4. Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.5. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.7. No Tax Advice. Neither the Parties, Plaintiffs' Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiffs' Counsel and Defense Counsel, as their legal representatives.

12.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

12.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.13. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.
Attn: Nicholas J. Ferraro
3333 Camino del Rio South, Suite 300
San Diego, CA 92108 USA
nick@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

To Defendants:

Fisher & Phillips LLP
Mark J. Jacobs, Esq.
Tyler T. Rasmussen, Esq.
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
trasmussen@fisherphillips.com
mjacobs@fisherphillips.com

12.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Kevin Clemente

Date: Jan 23, 2026 ______________________

Kevin Clemente

Plaintiff James Harden

Date: ______________________ ______________________

James Harden

Plaintiff Joseph Gonzalez

Date: February 2, 2026 ______________________

Joseph Gonzalez (Feb 2, 2026 11:46:38 PST)

Joseph Gonzalez

Plaintiff Ghazi Sankari

Date: ______________________ ______________________

Ghazi Sankari

JCL Law Firm, APC

Date: February 2, 2026 ______________________

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
Attorney for Plaintiffs

12.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Kevin Clemente

Date: Jan 23, 2026 ______________________

Kevin Clemente

Plaintiff James Harden

Date: February 03, 2026 JAMES HARDEN (Feb 3, 2026 14:09:06 PST)

James Harden

Plaintiff Joseph Gonzalez

Date: ______________________ ______________________

Joseph Gonzalez

Plaintiff Ghazi Sankari

Date: ______________________ ______________________

Ghazi Sankari

JCL Law Firm, APC

Date: ______________________ ______________________

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
Attorney for Plaintiffs

12.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Kevin Clemente

Date: ____________________ ______________________________
Kevin Clemente

Plaintiff James Harden

Date: ____________________ ______________________________
James Harden

Plaintiff Joseph Gonzalez

Date: ____________________ ______________________________
Joseph Gonzalez

Plaintiff Ghazi Sankari

Date: Jan 20, 2026 ghazi sankari
Ghazi Sankari

JCL Law Firm, APC

Date: ____________________ ______________________________
Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
Attorney for Plaintiffs

Zakay Law Group, APLC

Date: January 29, 2026

Shani O. Zakay, Esq.
Zakay Law Group, APLC
Attorney for Plaintiffs

Ferraro Vega Employment Lawyers

Date: Jan 20, 2026

Nicholas J. Ferraro

Nicholas Ferraro, Esq.
Ferraro Vega Employment Lawyers
Attorney for Plaintiffs

Defendants Oremor Automotive Group, LLC, Oremor European, LLC dba Mercedes Benz of El Cajon, Romero Automotive, Inc., Oremor Development, LLC, Oremor Financial Services, LLC, Oremor of Capistrano, LLC, Oremor of Fontana, LLC, Oremor of Fresno, LLC, Oremor of Glendale, LLC, Oremor of Italy II, LLC, Jeep Chrysler of Ontario, Inc., Oremor of Ontario EN, LLC, Oremor of Ontario JCDR, LLC, Oremor of Riverside RC, LLC, Oremor of Riverside, LLC, Oremor of Temecula LX LLC, Oremor of Temecula, LLC, Oremor of Tustin, LLC, Oremor of Victorville, LLC, Oremor of Woodland Hills, LLC, Oremor Ontario Dodge, Inc, Romero Motors, LLC, Oremor Management & Investment Company, Romero Motors Corporation, J. McCullough Corp., Oremor of Riverside, RC, United Recover, Inc., and Aquirecorp's Norwalk Auto Auction

Date: ______________________ ______________________________

Name: ______________________

Title: ______________________

Fisher & Phillips LLP

Date: ______________________ ______________________________

Tyler T. Rasmussen, Esq.
Fisher & Phillips LLP
Attorney for Defendants

Zakay Law Group, APLC

Date: ____________________ ______________________________
Shani O. Zakay, Esq.
Zakay Law Group, APLC
Attorney for Plaintiffs

Ferraro Vega Employment Lawyers

Date: Jan 20, 2026 Nicholas J. Ferraro
Nicholas Ferraro, Esq.
Ferraro Vega Employment Lawyers
Attorney for Plaintiffs

Defendants Oremor Automotive Group, LLC, Oremor European, LLC dba Mercedes Benz of El Cajon, Romero Automotive, Inc., Oremor Development, LLC, Oremor Financial Services, LLC, Oremor of Capistrano, LLC, Oremor of Fontana, LLC, Oremor of Fresno, LLC, Oremor of Glendale, LLC, Oremor of Italy II, LLC, Jeep Chrysler of Ontario, Inc., Oremor of Ontario EN, LLC, Oremor of Ontario JCDR, LLC, Oremor of Riverside RC, LLC, Oremor of Riverside, LLC, Oremor of Temecula LX LLC, Oremor of Temecula, LLC, Oremor of Tustin, LLC, Oremor of Victorville, LLC, Oremor of Woodland Hills, LLC, Oremor Ontario Dodge, Inc, Romero Motors, LLC, Oremor Management & Investment Company, Romero Motors Corporation, J. McCullough Corp., Oremor of Riverside, RC, United Recover, Inc., and Aquirecorp's Norwalk Auto Auction

Date: 1/28/2026
DocuSigned by:
Steven J. Fleurant
AB02F49E1F404CF...
Name: Steven J. Fleurant
Title: CFO

Fisher & Phillips LLP

Date: ____________________ ______________________________
Tyler T. Rasmussen, Esq.
Fisher & Phillips LLP
Attorney for Defendants

Zakay Law Group, APLC

Date: January 29, 2026

Shani O. Zakay, Esq.
Zakay Law Group, APLC
Attorney for Plaintiffs

Ferraro Vega Employment Lawyers

Date: Jan 20, 2026

Nicholas J. Ferraro

Nicholas Ferraro, Esq.
Ferraro Vega Employment Lawyers
Attorney for Plaintiffs

Defendants Oremor Automotive Group, LLC, Oremor European, LLC dba Mercedes Benz of El Cajon, Romero Automotive, Inc., Oremor Development, LLC, Oremor Financial Services, LLC, Oremor of Capistrano, LLC, Oremor of Fontana, LLC, Oremor of Fresno, LLC, Oremor of Glendale, LLC, Oremor of Italy II, LLC, Jeep Chrysler of Ontario, Inc., Oremor of Ontario EN, LLC, Oremor of Ontario JCDR, LLC, Oremor of Riverside RC, LLC, Oremor of Riverside, LLC, Oremor of Temecula LX LLC, Oremor of Temecula, LLC, Oremor of Tustin, LLC, Oremor of Victorville, LLC, Oremor of Woodland Hills, LLC, Oremor Ontario Dodge, Inc, Romero Motors, LLC, Oremor Management & Investment Company, Romero Motors Corporation, J. McCullough Corp., Oremor of Riverside, RC, United Recover, Inc., and Aquirecorp's Norwalk Auto Auction

Date: ______________________ ______________________

Name: ______________________

Title: ______________________

Fisher & Phillips LLP

Date: February 6, 2026

Tyler T. Rasmussen, Esq.
Fisher & Phillips LLP
Attorney for Defendants

<u>Attachment A</u>

Notice of Class and PAGA Action Settlement

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Kevin Clemente et al. v. Oremor Automotive Group, LLC et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2024-00019752-CU-OE-CTL

This notice is to the following individuals in connection with a pending class and PAGA action settlement:

All individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the Class Period of August 23, 2022 to June 20, 2025.

Read this notice carefully. Your legal rights could be affected whether you act or not.

You are receiving this Notice because the Superior Court of the State of California for the County of San Diego (the "Court") has preliminarily approved this class and representative action lawsuit filed by Kevin Clemente, James Harden, Joseph Gonzalez, and Ghazi Sankari ("Class Representatives") against Oremor Automotive Group ("Defendants" as defined below) for alleged wage and hour violations (the "Lawsuit").

The Lawsuit is based on the following legal causes of action: (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to provide meal periods and/or associated meal period premiums; (d) any and all claims involving any alleged failure to provide rest periods and/or associated rest period premiums; (e) any and all claims involving any alleged failure to reimburse necessary business expenditures; (f) any and all claims involving any alleged failure to timely pay wages, including commissions, vacation/PTO, sick leave, or bonuses during employment; (g) any and all claims involving any alleged failure to provide complete and accurate wage statements; (h) any and all claims involving any alleged failure to pay timely wages upon separation; (i) any and all claims involving any alleged illegal restrictions on disclosure; and (j) any and all claims based on unfair business practices based on the allegations during the Class Period. Defendants deny all claims and maintains it has fully complied with the law.

Defendants' records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of August 23, 2022, to June 20, 2025.

Based on this information, your Individual Class Payment is estimated to be **$[[Individual Class Payment]]** (less any applicable state and federal withholdings) and your Individual PAGA payment is estimated to be $[Individual PAGA payment]. The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

YOUR OPTIONS

DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment and Individual PAGA payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Class Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the Class release provisions in the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees during the Class Period and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 73 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representatives are former employee of Defendants. Oremor Automotive Group and Defendants are identified as Oremor Automotive Group, LLC, Oremor European, LLC dba Mercedes Benz of El Cajon, Romero Automotive, Inc., Oremor Development, LLC, Oremor Financial Services, LLC, Oremor of Capistrano, LLC, Oremor of Fontana, LLC, Oremor of Fresno, LLC, Oremor of Glendale, LLC, Oremor of Italy II, LLC, Jeep Chrysler of Ontario, Inc., Oremor of Ontario EN, LLC, Oremor of Ontario JCDR, LLC, Oremor of Riverside RC, LLC, Oremor of Riverside, LLC, Oremor of Temecula LX LLC, Oremor of Temecula, LLC, Oremor of Tustin, LLC, Oremor of Tustin, Inc., Empire Nissan, Inc., Oremor of Victorville, LLC, Oremor of Woodland Hills, LLC, Oremor Ontario Dodge, Inc, Romero Motors, LLC, Oremor Management & Investment Company, Romero Motors Corporation, J. McCullough Corp., Oremor of Riverside, RC, United Recover, Inc., and Aquirecorp's Norwalk Auto Auction ("Defendants") The Class Representatives allege Defendants violated California labor and employment laws as follows: (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to provide meal periods and/or associated meal period premiums; (d) any and all claims involving any alleged failure to provide rest periods and/or associated rest period premiums; (e) any and all claims involving any alleged failure to reimburse necessary business expenditures; (f) any and all claims involving any alleged failure to timely pay wages, including commissions, vacation/PTO, sick leave, or bonuses during employment; (g) any and all claims involving any alleged failure to provide complete and accurate wage statements; (h) any and all claims involving any alleged failure to pay timely wages upon separation; (i) any and all claims involving any alleged illegal restrictions on disclosure; and (j) any and all claims based on unfair business practices based on the allegations during the Class Period. Plaintiffs are represented by Ferraro Vega Employment Lawyers, JCL Law Firm, APC, and Zakay Law Group, APLC ("Class Counsel.")

Defendants deny violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendants contend that this settlement was established specifically to avoid the cost of further litigation.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of $925,000 and authorize the following payments from that amount: Service Payments to the Class Representatives ($10,000.00 to each), Attorneys' Fees in the amount of $308,302.50, representing 33.33% of the Gross Settlement Amount, Litigation Costs (not to exceed $50,000), a PAGA Payment of $40,000 inclusive of the LWDA's 75% portion of the PAGA Payment ($30,000), and Administration Expenses (not to exceed $25,000) to be paid to the third-party settlement administrator ("Net Settlement Amount")

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Pay Periods. 20% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 80% shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by [[Response Deadline]] (the "Response Deadline.")

After the Judgment is final and Defendants have fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Released Class Claims

All class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action against Defendants, and each former and present directors, officers, shareholders, owners, attorneys, managers, members, insurers, predecessors, successors, assigns, subsidiaries, parents, and affiliates, including but not limited to Empire Nissan, Inc., Oremor of Dallas GC, LLC, Oremor of Waxahachie, LLC, Oremor of Dallas LTD, Oremor of Tustin, Inc. and Star Shield Solutions, LLC, which occurred during the Class Period and ascertained in the course of the Action, including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to provide meal periods and/or associated meal period premiums; (d) any and all claims involving any alleged failure to provide rest periods and/or associated rest period premiums; (e) any and all claims involving any alleged failure to reimburse necessary business expenditures; (f) any and all claims involving any alleged failure to timely pay wages, including commissions, vacation/PTO, sick leave, or bonuses during employment; (g) any and all claims involving any alleged failure to provide complete and accurate wage statements; (h) any and all claims involving any alleged failure to pay timely wages upon separation; (i) any and all claims involving any alleged illegal restrictions on disclosure; and (j) any and all claims based on unfair business practices based on the allegations, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Released PAGA Claims

All PAGA claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action and Plaintiffs' PAGA notices to the LWDA against Defendants, and each former and present directors, officers, shareholders, owners, attorneys, managers, members, insurers, predecessors, successors, assigns, subsidiaries, parents, and affiliates, including but not limited to Empire Nissan, Inc., Oremor of Dallas GC, LLC, Oremor of Waxahachie, LLC, Oremor of Dallas LTD, Oremor of Tustin, Inc. and Star Shield Solutions, LLC, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

3. HOW IS MY INDIVIDUAL CLASS AND PAGA PAYMENT CALCULATED?

The number of Class Pay Periods you worked during the Class Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members, and then (2) multiplying the result by the number of Class Pay Periods worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

The Administrator will calculate your Individual PAGA Payment by taking the 25% share of the PAGA Payment allocated to be paid to applicable employees under Labor Code section 2699, subd. (m). ("Net PAGA Payment) and (a) dividing the Net PAGA Payment by the total number of Class Pay Periods worked by all Covered Employees during the Class Pay Periods; and (b) multiplying the result by each Covered Employee' Class Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered

Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

4. HOW CAN I CORRECT THE NUMBER OF CLASS PAY PERIODS?

You have until the Response Deadline to correct or challenge the number of Class Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:
Apex Class Action, LLC, P.O. Box 54668
Irvine, CA 92619
Tel: (800) 355-0700
https://apexclassaction.com/_______

The Administrator will accept Defendants' calculation of Class Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, applicable check(s) to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline. If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Class Release. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved employees and the Aggrieved employees must give up their rights to pursue Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in Dept. 73 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website [[website]]. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel
Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 telephone
classactions@ferrarovega.com
ferrarovega.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade, Esq.
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay, Esq.
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Attachment B

Request for Exclusion Form

<u>Request for Exclusion Form</u>

Kevin Clemente et al. v. Oremor Automotive Group, LLC et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2024-00019752-CU-OE-CTL

By signing and returning this form, I confirm that I do <u>not</u> want to be included in the Class Settlement or receive an Individual Class Payment as it relates to the class claims in the lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any Individual Class Payments in this Settlement. To "opt out," this form must be postmarked no later than [[Response Deadline]] and mailed via U.S. Mail to the following address:

Apex Class Action, LLC, P.O. Box 54668
Irvine, CA 92619
Tel: (800) 355-0700
https://apexclassaction.com/_______

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed class settlement or receive an Individual Class settlement check I am otherwise entitled to receive.

Dated: ________________________

____
(Signature)

____
(Last Four Digits of SSN)

____
(Type or print name and former name(s))

____
(Telephone Number)

____
(Address)

If you have questions, please contact Apex Class Action, LLC, P.O. Box 54668; Irvine, CA 92619; Tel: (800) 355-0700

EXHIBIT 2

FILED
San Diego Superior Court
MAR 16 2026
Clerk of the Superior Court
By: Y. Mapula, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSEPH GONZALEZ, KEVIN CLEMENTE, JAMES HARDEN, and GHAZI SANKARI individuals, on behalf of themselves and on behalf of all persons similarly situated, Plaintiffs, v. OREMOR AUTOMOTIVE GROUP, LLC; OREMOR EUROPEAN, LLC D/B/A MERCEDES BENZ OF EL CAJON; ROMERO AUTOMOTIVE, INC.; OREMOR DEVELOPMENT, LLC; OREMOR FINANCIAL SERVICES, LLC; OREMOR OF CAPISTRANO, LLC; OREMOR OF FONTANA, LLC; OREMOR OF FRESNO, LLC; OREMOR OF GLENDALE, LLC; OREMOR OF ITALY II, LLC; JEEP CHRYSLER OF ONTARIO, INC.; OREMOR OF ONTARIO EN, LLC; OREMOR OF ONTARIO JCDR, LLC; OREMOR OF RIVERSIDE RC, LLC; OREMOR OF RIVERSIDE, LLC; OREMOR OF TEMECULA LX LLC; OREMOR OF TEMECULA, LLC; OREMOR OF TUSTIN, LLC; OREMOR OF VICTORVILLE, LLC; OREMOR OF WOODLAND HILLS, LLC; OREMOR ONTARIO DODGE, INC.; ROMERO MOTORS, LLC; OREMOR MANAGEMENT & INVESTMENT COMPANY; ROMERO MOTORS CORPORATION; J. MCCULLOUGH CORP; UNITED RECOVERY, INC.; ACQUIRECORP'S NORWALK AUTO AUCTION; and DOES 1 through 50, inclusive, Defendants.	Case No. 37-2024-00019752-CU-OE-CTL *Hon. Joel R. Wohlfeil* *Dept. 73* **CLASS ACTION** **~~[Proposed]~~ Order Granting Preliminary Approval of Class Action Settlement** Motion for Prelim. App. Hearing Date: February 20, 2026 Time: 9:00 a.m. [Filed concurrently with Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities, Declaration of Nicholas J. Ferraro, Declaration of Jean-Claude Lapuyade, and Declaration of Shani O. Zakay] Action Filed: April 26, 2024

This matter came on for hearing on February 20, 2026, at 9:00 a.m. in Department 73 of the above-captioned Court on Plaintiffs' Motion Preliminary Approval of Class Action Settlement ("Motion").

Having fully reviewed the Motion, the supporting Memorandum of Points and Authorities, Declaration of Nicholas J. Ferraro (and its exhibits), including the amended settlement agreement ("Settlement"), and the notice attached as an exhibit to the Settlement, and in recognition of the Court's duties (to make a preliminary determination as to the reasonableness of any proposed class action settlement; to ensure proper notice is provided to all class members in accordance with due process requirements; and to set a final approval hearing to consider the good faith, fairness, adequacy and reasonableness of the proposed Settlement), the Court makes the following determinations and orders:

1. The Court conditionally finds, for the purposes of approving this settlement only, the proposed class meets the requirements for certification under § 382 of the California Code of Civil Procedure: (a) the proposed class is ascertainable and so numerous joinder of all class members is impracticable; (b) there are questions of law or fact common to the proposed class, and a well-defined community of interest among members of the proposed class with respect to the subject matter of the class action; (c) the claims of the class representatives are typical of the claims of the members of the proposed class; (d) the class representatives appears to be adequate to serve in that role; (e) a class action is superior to other available methods for an efficient adjudication of this controversy in the context of settlement; and (f) counsel of record for the Plaintiffs are qualified to serve as class counsel.

2. The class is hereby defined and certified as: "all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the Class Period [August 23, 2022, to June 20, 2025, or the date of preliminary approval, whichever is earlier]"

3. The Court finds, on a preliminary basis, the Settlement, incorporated by this reference in full, and made a part of this Order, appears to be within the range of reasonableness of a settlement which could ultimately be given final approval by this Court.

4. The Court further finds, on a preliminary basis, (a) the non-reversionary Gross Settlement Amount is fair and reasonable to the class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals;

(b) sufficient investigation, research, and informal discovery, have been conducted such that counsel for the parties are able to reasonably evaluate their respective positions; (c) settlement at this time will avoid substantial costs, delay, and risks presented by further prosecution of the litigation; and (d) the proposed Settlement was reached through prudent and non-collusive negotiations.

5. The Court finds the allocation from the common fund to PAGA penalties, including the LWDA's 75% share, as fair, adequate, and reasonable in light of the overall gross settlement and that the proposed settlement of PAGA penalties has been adequately submitted to the LWDA in advance of the preliminary approval hearing. Therefore, the Court **APPROVES** the PAGA payment pursuant to Labor Code § 2699(s)(2).

6. Accordingly, good cause appearing, the Motion for Order Granting Preliminary Approval of Class Action Settlement is **GRANTED**.

7. Class members are therefore defined pursuant to the terms set forth in the Settlement.

8. The Court further finds the proposed notice fairly and adequately advises class members of (a) pendency of the Settlement; (b) conditional class certification for settlement purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the date, time and place of the Final Approval Hearing; (e) the terms of the proposed Settlement and the benefits available to the class under the Settlement; (f) their right to receive a proportionate share of the Net Settlement Amount without the need to return a claim form; (g) their right to request exclusion, and the procedures and deadline for doing so; (h) their right to object to the Settlement, and the procedure and deadline for doing so; and (i) their right to appear at the final approval hearing.

9. The Court further finds the proposed notice provides the best practicable notice to the Class and comports with the constitutional requirements, including those of due process. The Court further finds that mailing of the notice to the last known address of all class members with measures taken for verification of an address and skip tracing of bad addresses, as specifically described within the Settlement, constitutes an effective method of notifying class members of their rights with respect to the class action and the Settlement.

10. Therefore, for good cause, the Court **APPROVES** the notice for distribution to the class pursuant to the notice procedures set forth in full in the Settlement.

Accordingly, it is **ORDERED** that:

a. Apex Class Action LLC be appointed the Administrator of the Settlement, as more specifically set forth in the Settlement;

b. Ferraro Vega Employment Lawyers, JCL Law Firm, APC, and Zakay Law Group, APLC be appointed as class counsel;

c. Plaintiffs Kevin Clemente, James Harden, Joseph Gonzalez, and Ghazi Sankari be appointed as class representatives;

d. All deadlines, terms, and conditions set forth in the Settlement incorporated by reference into this Order shall apply and govern the notice procedure and response deadlines;

e. Any class member who desires to object may appear in Court at the Final Approval Hearing to present oral objections;

f. If for any reason the Court does not execute and file an Order Granting Final Approval of Class Action Settlement, or if the Effective Date, as defined in the Settlement, does not occur for any reason whatsoever, the Settlement and the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be restored without prejudice to the *status quo ante,* pursuant to the terms set forth in the Settlement.

11. **IT IS FURTHER ORDERED** that the Final Approval Hearing and a hearing on Plaintiffs' Motion for Attorneys' Fees and Costs shall both be held before the undersigned at 9:00am [hearing time] on 8-14-2026 [hearing date], in this Department.

12. At the Final Approval Hearing, the Court will consider the fairness, adequacy, and reasonableness of the proposed Settlement preliminarily approved in this Order and notice process to be effectuated, and to consider the application for a class representative service payments to the class representatives, the administration expenses, attorneys' fees, and costs.

13. The Court reserves the right to continue the Final Approval Hearing without further notice to the class. However, if written objections are submitted, class counsel is ordered to serve notice on any such objecting class member of the new date and time of the Final Approval Hearing.

IT IS SO ORDERED.

Date: March 16, 2026

The Honorable ~~Joel R. Wohlfeil~~
Judge of the Superior Court

MICHAEL D. WASHINGTON

EXHIBIT 3

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

Marissa Rodriguez <marissa@ferrarovega.com>

Thank you for your Proposed Settlement Submission

no-reply@formassembly.com <no-reply@formassembly.com> Wed, Oct 15, 2025 at 9:27 AM
To: lwda@ferrarovega.com

10/15/2025 09:27:24 AM

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

Item submitted: Proposed Settlement

On 10/15/2025 09:27:24 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1012101-24

[Quoted text hidden]

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

Marissa Rodriguez <marissa@ferrarovega.com>

Thank you for your Proposed Settlement Submission

no-reply@formassembly.com <no-reply@formassembly.com> Wed, Oct 15, 2025 at 9:33 AM
To: lwda@ferrarovega.com

10/15/2025 09:33:02 AM

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

Item submitted: Proposed Settlement

On 10/15/2025 09:33:02 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1042386-24
[Quoted text hidden]

EXHIBIT 4

EXHIBIT 5

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of $200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
  - J.D. - 2006
  - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
  - B.A. - 2001
  - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, **Esq**.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
    - J.D. - 2023
- **San Diego State University**
    - B.A. – 2020
    - Major: Psychology

Sydney Castillo-Johnson, **Esq**.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Wester School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
    - J.D.- 2022
    - Honors:
        - Dean's Honor List: Spring 2021, Fall 2021
        - Public Service Honor Society Fall 2021
        - 3L Academic Merit Scholarship
        - Dean's Diversity, Service, and Leadership Scholarship
    - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
    - B.A. – 2018
    - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.,* 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC,* Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a $1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.,* San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a $450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.,* Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a $900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC,* Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a $372,500.00 class action and PAGA action settlement for, *inter alia,* failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.,* Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a $750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.,* Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a $220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a $180,000.00 class action and PAGA action settlement for, *inter alia,* failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.,* Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a $495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, In*c., *et al.,* Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a $200,000.00 class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.,* Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a $144,000.00 class action and PAGA action settlement for, *inter alia,* unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC,* Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon Elihu M. Berle approved a $160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.,* Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a $1,450,000.00 class action and PAGA action settlement for, *inter alia,* failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy,* San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a $980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.,* San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a $175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a $270,000.00 class action and PAGA action settlement for, *inter alia,* unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.,* Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a $225,000.00 class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.,* San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a $315,000.00 class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC,* Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a $700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.,* San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a $300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.,* Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a $585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.,* Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a $250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC,* San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a $160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a $550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda),* San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a $300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a $350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a $330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a $850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a $2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a $1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a $1.8 million dollar class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR,* San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a $1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.,* San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a $1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.,* Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved $550 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for $700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.,* Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved $550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez* v. *RSI Home Products, Inc.,* San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a $1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management,* Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.,* Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for*, inter alia,* missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.,* Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia,* unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England,* San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia,* off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.,* San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.,* Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.,* San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.,* San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia,* missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.,* United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.,* Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.,* San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon, Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc. San Diego Superior Court,* Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC,* San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal*, Inc. San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements,* Inc., Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);