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Attorneys for Plaintiffs
(Additional Counsel on Next Page)

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
MOTORS, LLC; OREMOR MANAGEMENT
& INVESTMENT COMPANY; ROMERO
MOTORS CORPORATION; J.
MCCULLOUGH CORP; UNITED

Case No. 37-2024-00019752-CU-OE-CTL

**DECLARATION OF BETH PARIS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: August 14, 2026
Time: 9:00a.m.

Judge: Hon. Michael D. Washington
Dept.: C-73

1 RECOVERY, INC.; ACQUIRECORP'S
2 NORWALK AUTO AUCTION; and DOES 1
through 50, inclusive,

3 Defendants.

4 **ZAKAY LAW GROUP, APLC**

5 Shani O. Zakay (State Bar #277924)

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16 Attorneys for Plaintiffs

DECLARATION OF BETH PARIS

I, Beth Paris, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Clemente et al. v. Oremor Automotive Group, LLC et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action’s team has been directly involved with class action administration for a combined 150 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice of Class and PAGA Settlement*, in English and Spanish (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

1 4. On February 24, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel prior to mailing.

4 5. On April 7, 2026, Counsel for the Defendants provided Apex with the Class Data list, comprising
5 the names, social security numbers, last known mailing addresses and the total number of relevant Class
6 Pay Periods worked for 2,344 individuals. Apex reviewed & cleansed the data for duplicates,
7 discrepancies and any potential missing information. The final Class List consisted of a total of 2,344
8 individuals.

9 6. In preparation for the mailing process, all 2,344 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
13 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Class Notice.

17 7. On April 20, 2026, the Class Notice was sent to all 2,344 individuals listed in the Class List via
18 U.S First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

20 8. As of the date of this declaration, our office has received 143 returned Class Notices as
21 undeliverable. Apex conducted a computerized skip trace on the 143 returned Class Notices in an attempt
22 to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
23 in obtaining 116 updated addresses, to which we promptly re-mailed the Class Notices via U.S First
24 Class Mail.

25 9. As of the date of this declaration, 27 or 1.15% of Class Notices have been considered
26 undeliverable as no updated address was found as a result of skip tracing.
27
28

1 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

2 10. The Class Response Deadline was June 4, 2026. An extended Response Deadline for Class
3 Members who received a remailed notice was June 18, 2026.

4 11. As of the date of this declaration, Apex has received eight (8) Requests for Exclusion. The
5 deadline for submitting a request for exclusion from the Settlement was June 4, 2026. A true and correct
6 copy of the Exclusion List and the Requests for Exclusion are attached as **Exhibit B**.

7 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
8 deadline for submitting a written objection to the Settlement June 4, 2026.

9 13. As of the date of this declaration, Apex has received five (5) Pay Period disputes from Class
10 Members. The deadline for submitting a dispute was June 4, 2026. The Class Members disputed the
11 number of Pay Periods reflected in the Class Notice asserting that the number in their Notice was lower
12 than the number of Pay Periods worked. Following an investigation, Defendant approved the disputes
13 and provided Apex adjusted Pay Period allocations. Apex advised the Class Members of the adjusted
14 Pay Periods. The adjusted Pay Period allocations are outlined below:

- 15 a. 26OREM0947: four (4) Class Pay Periods to seven (7) Class Pay Periods
16 b. 26OREM1126: seven (7) Class Pay Periods to 10 Class Pay Periods
17 c. 26OREM1545: 10 Class Pay Periods to 13 Class Pay Periods
18 d. 26OREM0023: 21 Class Pay Periods to 48 Class Pay Periods
19 e. 26OREM1005: six (6) Class Pay Periods to 12 Class Pay Periods

20 14. As of the date of this declaration, Apex will report 2,336 Participating Class Members,
21 constituting 99.65% of the Settlement Class.

22 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

23 15. The total number of Class Pay Periods worked by Participating Class Members during the Class
24 Period is 75,587. The Net Settlement Amount available to Participating Class Members is estimated to
25 be (\$490,845.70) and was calculated by subtracting the requested attorneys' fees (\$308,333.33), which
26 will be split between Class Counsel as follows to JCL Law Firm \$92,500.00, to Zakay Law Group
27 \$92,500.00 and to Ferraro Vega Employment Lawyers \$123,333.33, the amount requested for Attorney's
28 Expenses (\$27,830.97) which will be split between Class Counsel as follows to Ferraro Vega

1 Employment Lawyers \$10,081.64, to JCL Law Firm \$8,250.89 and to Zakay Law Group \$9,498.44, the
2 four (4) requested Class Representative Payments of \$10,000.00 each (\$40,000.00 in total), the requested
3 Settlement Administration Costs (\$17,990.00), and the PAGA Penalties (\$40,000.00) from the Gross
4 Settlement Amount (\$925,000.00).

5 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
6 be approximately \$467.55, the *average* Individual Class Payment is currently estimated to be
7 approximately \$210.12, and the *lowest* Individual Class Payment is currently estimated to be
8 approximately \$6.49. These amounts are subject to employee-side tax and withholdings.

9 17. Pursuant to the Agreement, 25% of the Individual PAGA Payment (\$10,000.00) will be allocated
10 to Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved
11 Employees cannot opt out of the PAGA settlement. There are 2,344 Aggrieved Employees who worked
12 a total of 75,874 Pay Periods during the PAGA Period.

13 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$9.49, the
14 *average* Individual PAGA Payment is approximately \$4.27, and the *lowest* Individual PAGA Payment
15 is approximately \$0.13.

16 **ADMINISTRATION COSTS**

17 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
18 and anticipated expenses, amount to \$17,990.00. Apex will proceed with additional tasks related to this
19 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
20 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
21 upon by the Parties or ordered by the Court for Apex to undertake.

22 I declare under penalty of perjury under the laws of the State of California and the United States
23 that the foregoing is true and correct, and that this Declaration was executed this 15th day of July 2026,
24 in Irvine, California.

25
26 Beth Paris

27 Beth Paris
28

EXHIBIT A

Kevin Clemente et al. v. Oremor Automotive Group, LLC et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»

«Full_Name»

«

«Address_1»

«City», «State» «Zip»

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 «**Class_Pay_Periods**» 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 \$«**Est_Class_PMT**» (less any applicable state and federal withholdings) and your Individual PAGA payment is estimated to be \$«**Est_PAGA_PMT**». 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.

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

«Tray_PC»

Apex ID: «Apex_ID»

<u>YOUR OPTIONS</u>	
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 **August 14, 2026, at 9:00 a.m.**, 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 employees 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 \$925,000.00 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 \$308,333.33, representing 33.33% of the Gross Settlement Amount, Litigation Costs (not to exceed \$50,000.00), a PAGA Payment of \$40,000.00 inclusive of the LWDA's 75% portion of the PAGA Payment (\$30,000.00), and Administration Expenses (not to exceed \$25,000.00) 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 June 4, 2026 (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

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

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's 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
www.apexclassaction.com/oremorautomotivegroup

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 enclosed 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 August 14, 2026, at 9:00 a.m., 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 www.apexclassaction.com/oremorautomotivegroup. 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.
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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

Request for Exclusion Form

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 not 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 June 4, 2026, 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
www.apexclassaction.com/oremorautomotivegroup

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

AVISO DE ACUERDO DE DEMANDA COLECTIVA Y DE PAGA

Kevin Clemente et al. v. Oremor Automotive Group, LLC et al.

Tribunal Superior del Estado de California para el Condado de San Diego
Caso Número 37-2024-00019752-CU-OE-CTL

Este Aviso está dirigido a las siguientes personas en relación con un acuerdo pendiente en una demanda colectiva y una demanda de PAGA:

Todas las personas que actual o anteriormente fueron empleadas por los Demandados en California como empleados pagados por hora, no exentos durante el Período de Clase del 23 de agosto de 2022 al 20 de junio de 2025.

Lea este Aviso detenidamente. Sus derechos legales podrían verse afectados tanto si actúa como si no actúa.

Reciba este Aviso ya que el Tribunal Superior del Estado de California para el Condado de San Diego (el “Tribunal”) ha aprobado preliminarmente esta demanda colectiva y representativa presentada por Kevin Clemente, James Harden, Joseph Gonzalez y Ghazi Sankari (“Representantes de Clase”) contra Oremor Automotive Group (“Demandados”, según se define a continuación) por presuntas violaciones de las leyes laborales en materia de salarios y horas de trabajo (la “Demanda”).

La Demanda se basa en las siguientes causas de acción legales: (a) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago del salario mínimo; (b) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago de salarios por horas extras; (c) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de períodos de comida y/o primas asociadas a períodos de comida; (d) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de períodos de descanso y/o primas asociadas a períodos de descanso; (e) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el reembolso de gastos comerciales necesarios; (f) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago oportuno de salarios, incluidas comisiones, vacaciones/PTO, licencia por enfermedad o bonificaciones durante el empleo; (g) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de estados de cuenta de salarios completos y precisos; (h) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago oportuno de salarios al momento de la separación; (i) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento ilegal en la divulgación y (j) todas y cada una de las reclamaciones basadas en prácticas comerciales desleales basadas en las alegaciones durante el Período de Clase. Los Demandados niegan todas las acusaciones y sostienen que han cumplido íntegramente con la ley.

Los registros de los Demandados reflejan que trabajó «**Class Pay Periods**» semanas laborales durante el Período de Clase del 23 de agosto de 2022 al 20 de junio de 2025.

Con base en esta información, su Pago Individual de Clase se estima en \$«**Est Class PMT**» (menos las retenciones estatales y federales aplicables) y su Pago Individual de PAGA se estima en \$«**Est PAGA PMT**». La cantidad real que reciba probablemente será diferente y dependerá de múltiples factores, como, por ejemplo, de cuántas otras personas decidan no participar.

SUS OPCIONES	
NO HAGA NADA	No es necesario que haga nada en respuesta a este Aviso. Si no hace nada, seguirá teniendo derecho a recibir automáticamente un Pago Individual de Clase y uno de PAGA si el Tribunal otorga la Aprobación Final del Acuerdo. En tal caso, usted quedará sujeto a las cláusulas de liberación del acuerdo y renunciará a sus reclamaciones a cambio de una compensación.
EXCLUIRSE (OPT-OUT, EN INGLÉS)	Puede optar por no participar en el Acuerdo Colectivo mediante la presentación de un formulario de Solicitud de Exclusión. Si decide no participar, no podrá oponerse al Acuerdo, no recibirá un Pago Individual de Clase y no estará sujeto a las disposiciones de liberación de la Clase incluidas en el acuerdo. No se puede optar por no participar en la parte del Acuerdo propuesto relativa a la PAGA. El Demandado deberá realizar los Pagos Individuales de PAGA a todos los Empleados Agraviados durante el Período de Clase, y estos deberán renunciar a su derecho a presentar Reclamaciones Liberadas de PAGA (definidas a continuación).
OBJETAR	Puede oponerse al Acuerdo presentando una objeción por escrito. Si el Tribunal aprueba definitivamente el Acuerdo a pesar de su objeción, seguirá teniendo derecho a recibir automáticamente un Pago Individual de Clase y uno de PAGA. En tal caso, quedará sujeto a las cláusulas de liberación incluidas en el acuerdo.

La audiencia de aprobación final del Tribunal está programada para el **14 de agosto de 2026** a las **9:00 a. m.**, en el Departamento 73 del Tribunal Superior de San Diego, ubicado en 330 W Broadway, San Diego, CA 92101. No es obligatorio asistir, pero tiene derecho a comparecer. **Para obtener más información, lea atentamente este Aviso.**

1. ¿DE QUÉ TRATA LA DEMANDA?

Los Representantes de Clase trabajaron para los Demandados. Oremor Automotive Group y los Demandados se identifican como 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. y Aquirecorp's Norwalk Auto Auction (“Demandados”). Los Representantes de Clase alegan que los Demandados violaron las leyes laborales y de empleo de California de la siguiente manera: (a) todas y cada una de las reclamaciones relacionadas con cualquier supuesto

Si tiene alguna pregunta, comuníquese con Apex Class Action, LLC, PO Box 54668; Irvine, CA 92619; Tel.: (800) 355-0700

«Tray_PC»

incumplimiento en el pago del salario mínimo; (b) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago de salarios por horas extras; (c) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de períodos de comida y/o primas asociadas a períodos de comida; (d) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de períodos de descanso y/o primas asociadas a períodos de descanso; (e) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el reembolso de gastos comerciales necesarios; (f) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago oportuno de salarios, incluidas comisiones, vacaciones/PTO, licencia por enfermedad o bonificaciones durante el empleo; (g) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de estados de cuenta de salarios completos y precisos; (h) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago oportuno de salarios al momento de la separación; (i) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento ilegal en la divulgación, y (j) todas y cada una de las reclamaciones basadas en prácticas comerciales desleales basadas en las alegaciones durante el Período de Clase. Los Demandantes están representados por los abogados: Ferraro Vega Employment Lawyers, JCL Law Firm, APC y Zakay Law Group, APLC (“Abogados de Clase”).

Los Demandados niegan haber violado ninguna ley ni haber dejado de pagar ningún salario, y sostienen que cumplieron con todas las leyes aplicables. Además, sostienen que este acuerdo se estableció específicamente para evitar los costos de un litigio más prolongado.

2. ¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO PROPUESTO?

En la Audiencia de Aprobación Final, los Representantes de Clase, a través de sus Abogados, solicitarán al Tribunal que apruebe un Monto Bruto de Acuerdo de \$925,000.00 y autorice los siguientes pagos de ese monto: Pagos por Servicios a los Representantes de Clase (\$10,000.00 a cada uno), Honorarios de Abogados por un monto de \$308,333.33, que representan el 33.33% del Monto Bruto de Acuerdo, Costos de Litigio (que no excedan los \$50,000.00), un Pago de PAGA de \$40,000.00 que incluye la porción del 75% de LWDA del Pago de PAGA (\$30,000.00), y Gastos de Administración (que no excedan los \$25,000.00) que se pagarán al administrador de acuerdos de terceros (“Monto Neto de Acuerdo”).

Tras las deducciones anteriores, en las cantidades aprobadas por el Tribunal, el Administrador calculará y distribuirá los Pagos Individuales a los Miembros de Clase Participante según sus Períodos de Pago de Clase. El 20% de cada Pago Individual de Clase constituirá salario imponible (“Parte Salarial”) y el 80% constituirá intereses y sanciones (“Parte No Salarial”). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. Los Demandados pagarán por separado los impuestos sobre la nómina que el empleador adeude, correspondientes a esta parte. El Administrador informará las Partes No Salariales de los Pagos Individuales de Clase en los formularios 1099 del IRS.

Se le considerará un Miembro de Clase Participante, participando plenamente en el acuerdo, a menos que presente una Solicitud de Exclusión firmada a más tardar el 4 de junio de 2026 (la “Fecha límite de Respuesta”).

Una vez que la Sentencia sea firme y los Demandados hayan financiado completamente el acuerdo y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros de Clase Participante estarán legalmente impedidos de presentar cualquiera de las reclamaciones liberadas en virtud del acuerdo, de la siguiente manera:

Reclamaciones Liberadas de Clase

Todas las reclamaciones colectivas alegadas, o que razonablemente podrían haberse alegado con base en los hechos alegados, en la Demanda Operativa en la Acción contra los Demandados, y cada uno de los ex y presentes directores, funcionarios, accionistas, propietarios, abogados, gerentes, miembros, aseguradoras, predecesores, sucesores, cesionarios, subsidiarias, matrices y afiliados, incluyendo pero no limitados a Empire Nissan, Inc., Oremor of Dallas GC, LLC, Oremor of Waxahachie, LLC, Oremor of Dallas LTD, Oremor of Tustin, Inc., y Star Shield Solutions, LLC, que ocurrieron durante el Período de Clase y se determinaron en el curso de la Demanda, incluyendo, por ejemplo, (a) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago del salario mínimo; (b) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago de salarios por horas extras; (c) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de períodos de comida y/o primas asociadas a los períodos de comida; (d) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de períodos de descanso y/o primas asociadas a los períodos de descanso; (e) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el reembolso de gastos comerciales necesarios; (f) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago oportuno de salarios, incluidas comisiones, vacaciones/PTO, licencia por enfermedad o bonificaciones durante el empleo; (g) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en la provisión de estados de cuenta de salarios completos y precisos; (h) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento en el pago oportuno de salarios al momento de la separación; (i) todas y cada una de las reclamaciones relacionadas con cualquier supuesto incumplimiento ilegal en la divulgación; y (j) todas y cada una de las reclamaciones basadas en prácticas comerciales desleales basadas en las alegaciones, y excluyendo expresamente todas las demás reclamaciones, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, compensación laboral y reclamaciones colectivas fuera del Período de Clase.

Reclamaciones Liberadas de PAGA

Todas las reclamaciones de PAGA alegadas, o que razonablemente podrían haberse alegado con base en los hechos alegados, en la Demanda Operativa en la Acción y los avisos de PAGA de los Demandantes a la LWDA contra los Demandados, y cada uno de los directores, funcionarios, accionistas, propietarios, abogados, gerentes, miembros, aseguradoras, predecesores, sucesores, cesionarios, subsidiarias, matrices y afiliados, pasados y presentes, incluyendo pero no limitados a Empire Nissan, Inc., Oremor of Dallas GC, LLC, Oremor of Waxahachie, LLC, Oremor of Dallas LTD, Oremor of Tustin, Inc. y Star Shield Solutions, LLC, que ocurrieron durante el Período de PAGA, y excluyendo expresamente todas las demás reclamaciones, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, compensación laboral y reclamaciones de PAGA fuera del Período de PAGA.

3. ¿CÓMO SE CALCULA MI PAGO INDIVIDUAL DE CLASE Y DE PAGA?

El número de Períodos de Pago de Clase en los que trabajó durante el Período de Clase se indica en la primera página de este Aviso Colectivo. El Administrador calculará su Pago Individual de Clase dividiendo (1) el Monto Neto del Acuerdo entre el número total de Períodos de Pago de Clase trabajados por todos los Miembros de Clase Participante, y luego (2) multiplicando el resultado por el número de Períodos de Pago de Clase trabajados por cada Miembro de Clase Participante. En otras palabras, usted recibirá una compensación proporcional a su antigüedad laboral respecto de los demás Miembros de Clase.

El Administrador calculará su Pago Individual de PAGA tomando el 25% del Pago de PAGA asignado para ser pagado a los empleados aplicables, según la sección 2699, subd. (m) del Código Laboral ("Pago Neto de PAGA") y (a) dividiendo el Pago Neto de PAGA entre el número total de Períodos de Pago de Clase trabajados por todos los Empleados Cubiertos durante los Períodos de Pago de Clase; y (b) multiplicando el resultado por los Períodos de Pago de Clase de cada Empleado Cubierto. Los Pagos Individuales de PAGA no están sujetos a retenciones salariales y se declararán en los formularios 1099 del IRS. Los Empleados Cubiertos asumen la responsabilidad total por cualquier impuesto individual adeudado sobre su Pago Individual de PAGA.

4. ¿CÓMO PUEDO CORREGIR EL NÚMERO DE PERÍODOS DE PAGO DE CLASE?

Tiene hasta la Fecha Límite de Respuesta para corregir o impugnar el número de Períodos de Pago de Clase. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal, a la siguiente dirección o correo electrónico:

Administrador :
Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
Teléfono: (800) 355-0700
www.apexclassaction.com/oremorautomotivegroup

El Administrador aceptará como exacto el cálculo de los Períodos de Pago de Clase realizado por los Demandados, a menos que usted envíe copias de los registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos.

5. ¿CÓMO RECIBIRÉ MI PAGO?

El Administrador enviará, por correo postal, el/los cheque(s) correspondiente(s) a cada Miembro de Clase Participante después de la Fecha de Entrada en Vigor de este Acuerdo. Su cheque se enviará a la misma dirección que figura en este aviso. Si cambia de domicilio, notifique al Administrador lo antes posible.

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Complete el formulario de Solicitud de Exclusión adjunto y envíelo por correo postal o electrónico al Administrador antes de la Fecha Límite de Respuesta. Si decide no participar, no recibirá ningún Pago Individual de Clase y no estará sujeto a la exoneración de la Liberación Colectiva. No se puede optar por no participar en la parte del Acuerdo propuesto relativa a la PAGA. El Demandado deberá realizar Pagos Individuales de PAGA a todos los Empleados Agraviados, quienes deberán renunciar a su derecho a presentar Reclamaciones Liberadas de PAGA.

7. ¿CÓMO OBJETAR AL ACUERDO?

Únicamente los Miembros de Clase Participante tienen derecho a oponerse al acuerdo presentando una objeción por escrito al administrador antes de la Fecha Límite de Respuesta. Para presentar una objeción, envíe una declaración por escrito al administrador indicando a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Por favor, firme la objeción, identifique el nombre de la Demanda e incluya su nombre, dirección actual, número de teléfono y sus fechas aproximadas de empleo.

Como alternativa, un Miembro de Clase Participante puede presentar una objeción (o contratar personalmente a un abogado para que la presente a su propio costo) y asistir a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicarle al Tribunal a qué se opone, por qué se opone y cuáles son los hechos que respaldan su objeción.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no está obligado a asistir el 14 de agosto de 2026 a las 9:00 a. m., en el Departamento 73 del Tribunal Superior del Condado de San Diego, ubicado en 330 W Broadway, San Diego, CA 92101. En la audiencia, el juez decidirá si otorga la Aprobación Final del Acuerdo y qué porción del Acuerdo Bruto se pagará a la LWDA, a los Abogados de Clase, a los Representantes de Clase y al Administrador. El Tribunal solicitará comentarios de los objetores, de los Abogados de Clase y de los abogados del Demandado antes de tomar una decisión.

Es posible que el Tribunal reprogramme esta audiencia. Por favor, revise el registro en línea del Tribunal o póngase en contacto con el Administrador o los Abogados de Clase para verificar la fecha y la hora de la Audiencia de Aprobación Final si cree que pudo haber sido aplazada o modificada de alguna otra manera.

9. ¿CÓMO OBTENER MÁS INFORMACIÓN?

El Acuerdo detalla todo lo que los Demandados y los Demandantes se han comprometido a hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento es visitar el siguiente sitio web: www.apexclassaction.com/oremorautomotivegroup. También puede llamar o enviar un correo electrónico a los Abogados de Clase a la siguiente dirección:



Abogados de Clase

Nicholas J. Ferraro (Número de State Bar: 306528)

Lauren N. Vega (Número de State Bar: 306525)

Ferraro Vega Employment Lawyers, Inc.

3333 Camino del Río Sur, Suite 300

San Diego, California 92108

Teléfono: (619) 693-7727

clases@ferrarovega.com

ferrarovega.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade.

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Teléfono: 619-599-8292

jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay.

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Teléfono: 619-892-7095

Teléfono: 858-404-9203

Shani@zakaylaw.com

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DE LA COMPENSACIÓN O NO LO COBRO?

Si pierde o extravía su cheque, el Administrador lo reemplazará si lo solicita antes de la fecha de vencimiento indicada en el cheque original. Si su cheque ya no es válido o si usted no lo ha cobrado por algún otro motivo, se entregará a su nombre en la División de Bienes No Reclamados del Estado de California. Para obtener más información, consulte cómo tramitar una reclamación de sus fondos ante el Estado de California en https://www.sco.ca.gov/upd_form_claim.html.

NO SE COMUNIQUE CON EL TRIBUNAL NI CON EL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Formulario de Solicitud de Exclusión

Kevin Clemente et al. v. Oremor Automotive Group, LLC et al.
Tribunal Superior del Estado de California para el Condado de San Diego
Caso Número 37-2024-00019752-CU-OE-CTL

Al firmar y devolver este formulario, confirmo que no deseo ser incluido en el Acuerdo Colectivo ni recibir un Pago Individual de Clase en relación con las reclamaciones Colectivas en la Demanda mencionada anteriormente.

Entiendo que, al optar por no participar, renuncio a mi derecho a recibir cualquier Pago Individual de Clase en el marco de este Acuerdo. Para optar por no participar, este formulario debe tener sello postal con fecha a más tardar el 4 de junio de 2026 y enviarse por correo postal de EE. UU. a la siguiente dirección:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
Teléfono: (800) 355-0700
www.apexclassaction.com/oremorautomotivegroup

Confirmo que he revisado el Aviso de Acuerdo de Demanda Colectiva. He decidido quedar excluido de la Clase y **no** participar en el Acuerdo Colectivo propuesto ni recibir el cheque de compensación Individual al que tengo derecho.

Fecha: _____

(Firma)

(Últimos cuatro dígitos del número de Seguro Social)

(Escriba o imprima su nombre y apellidos anteriormente utilizados)

(Número telefónico)

(Dirección)

EXHIBIT B

Exclusion List

Apex ID	Opt-Out	Full Name	Address	City	State	Zip
26OREM1586	4/28/2026	Kristina M Pacheco	3903 Bryce Ct	Chino	CA	91710
26OREM1951	4/28/2026	Gidget R Santoliquido	9207 Garfield St	Riverside	CA	92503
26OREM1280	4/29/2026	Mario Stall Madrid	25624 Paseo La Cresta	Laguna Niguel	CA	92677
26OREM1192	4/29/2026	Susan D Lee	230 Fifth Ave	Chula Vista	CA	91910
26OREM0168	5/1/2026	Dimitri Azatov	6350 W Evita St	Eagle	ID	83616
26OREM0310	5/8/2026	Ernest Byrd	23142 Valerio St	West Hills	CA	91307
26OREM0446	5/11/2026	Yong Chung	311 Avenida Santa Barbara	La Habra	CA	90631
26OREM0561	5/14/2026	Kimberly Coleman Desai	12636 Elk Cove Ct	Rancho Cucamonga	CA	91739

Request for Exclusion Form

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 not 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 June 4, 2026, 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

www.apexclassaction.com/oremorautomotivegroup

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: _____

04/28/24

(Signature)

Kristina Pacheco

(Last Four Digits of SSN)

2476

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

Kristina Pacheco

(Telephone Number)

(714) 293-9504

(Address)

3903 Bryce Ct., Chino CA 91710

Request for Exclusion Form

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 not 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.

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

www.apexclassaction.com/oremorautomotivegroup

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: April 28, 2026

Gidget Santoliquido
(Signature)

0573
(Last Four Digits of SSN)

Gidget Santoliquido
(Type or print name and former name(s))

951-858-8475
(Telephone Number)

9207 Garfield St. Riverside 92503
(Address)

Request for Exclusion Form

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 not 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.

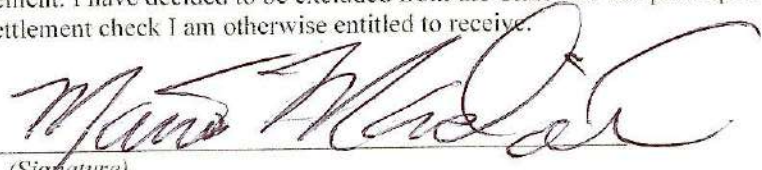
I understand that by opting out, I am giving up my right to receive any Individual Class Payments in this Settlement. To "opt-out," this form must be postmarked no later than June 4, 2026, and mailed via U.S. Mail to the following address:

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

www.apexclassaction.com/oremorautomotivegroup

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: 4/24/2026


(Signature)

4686
(Last Four Digits of SSN)

Mario Madrid
(Type or print name and former name(s))

949.331.7084
(Telephone Number)

25624 Paseo La Cresta
Laguna Niguel, CA 92677
(Address)

Request for Exclusion Form

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 not 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 June 4, 2026, 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

www.apexclassaction.com/oremorautomotivegroup

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:

April 22, 2024

Susan D. Lee

(Signature)

2385

(Last Four Digits of SSN)

Susan D. Lee

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

Susan D. Kahl

253-951-5235

(Telephone Number)

230 5th Ave, Chula Vista, CA 91910

(Address)

Request for Exclusion Form

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Case No. 37-2024-00019752-CU-OE-CTL

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Tel: (800) 355-0700

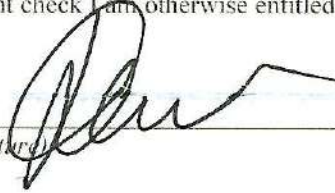
www.apexclassaction.com/oremorautomotivegroup

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: _____

4/28/2026

(Signature) _____



3537

(Last Four Digits of SSN)

Dimitri Azatov

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

818-919-3950

(Telephone Number)

6350 W Evita St, Eagle ID
83616

(Address)

Request for Exclusion Form

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Superior Court of the State of California for the County of San Diego
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Dated: 05/08/2026


(Signature)

9586

(Last Four Digits of SSN)

Ernest Byrd

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

(818) 575-0170

(Telephone Number)

23142 Valerio St., West Hills, CA 91307

(Address)

Request for Exclusion Form

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Superior Court of the State of California for the County of San Diego
Case No. 37-2024-00019752-CU-OE-CTL

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Irvine, CA 92619
Tel: (800) 355-0700

www.apexclassaction.com/oremorautomotivegroup

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Dated: 5-5-2026

(Signature)



2407
(Last Four Digits of SSN)

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

Yong Chong

213 800-2745
(Telephone Number)

311 Avenida Santa Barbara, La Habra CA 90631
(Address)

Request for Exclusion Form

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Superior Court of the State of California for the County of San Diego
Case No. 37-2024-00019752-CU-OE-CTL

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Irvine, CA 92619
Tel: (800) 355-0700
www.apexclassaction.com/oremorautomotivegroup

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Dated: 5/10/2026


(Signature)

3339
(Last Four Digits of SSN)

Kimberly Coleman Desai
(Type or print name and former name(s))

949-295-4568
(Telephone Number)

12636 Elk Cove Ct. Reddam, CA 91739
(Address)

TIMESTAMP - 5/14/2026

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