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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ELISEO FUENTES, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiff, v. KLINE AUTOMOTIVE, INC., a Minnesota corporation; RK Automotive, INC., a Minnesota corporation; and DOES 1-50, Inclusive, Defendants.	Case No.: 24STCV15011 **DECLARATION OF ELISEO FUENTES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 10, 2026 Time: 11:00a.m. Dept: 11

I, ELISEO FUENTES, declare as follows:

1. I am over the age of eighteen, a California resident, Plaintiff and Class Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and in support of Motion for Class Counsel Award and Class Representative Service Payment. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

2. I retained Class Counsel in April 2024 and filed the lawsuit in June 2024. I filed the case on behalf of myself and a class of all persons who are or previously were employed by Defendant Kline Automotive, Inc., ("Defendant Kline Automotive") and/or Defendant RK Automotive, Inc. ("Defendant RK Automotive") (collectively, "Defendant" and/or "Defendants") in California and classified as non-exempt, exempt, piece-rate based, and/or commission-based employees at any time between April 8, 2021 and August 14, 2025 (the "Class Period").

3. I was employed by Defendants as a non-exempt service technician, paid on an hourly basis and/or a piece-rate basis, from January of 2023 to September of 2023. At all times during my employment, I was denied legally compliant meal and rest periods, minimum wages, and overtime compensation. Throughout my employment, I was subject to Defendants' policies and procedures.

4. I filed the case because I believed my rights as an employee were violated by Defendant and also the rights of other employees that worked for Defendant. Among other claims, I believe Defendant failed to provide compliant meal and rest periods, failed to pay all wages, failed to pay for all time worked, failed to reimburse necessary business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon separation.

5. Before I initiated the case as a Plaintiff and Class Representative, I spoke at length with my attorneys. We discussed my work experience and how company policies were applied to me and other employees. I provided the attorneys with documents they requested. We reviewed the documents together and asked and answered many questions regarding my experience working for Defendant, the litigation process, and about class actions generally.

6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit and as a proposed Class Representative. I understood that pursuing this action as a class action rather

than merely seeking my individual claims substantially increased the risk to me. Those risks included the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by the attorneys and the Court because I needed to prove that I was an adequate class representative. Further, I understood that I would lose some autonomy over my individual claims that I could not make decisions for my sole benefit and that I needed to make every litigation decision with the best interests of the Class in mind.

7. I also understood that pursuing this litigation created a very public record of my grievances with Defendant which produced the risk that a future employer could hold it against me that I sued a former employer.

8. I also knew that I was making a sacrifice in that I could have pursued my claims only on an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to receive from this settlement. My attorneys explained to me that the net settlement value of my individual claims may be greater than my ultimate recovery from the net class settlement amount.

9. Notwithstanding these risks and sacrifices, I decided to go through with the case because I believed violations occurred and most employees would not know what their rights are and even if they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone, because I wanted to keep up with developments in the case which I understood was one of my duties as a class representative.

11. **Review and Approval of Settlement**: A mediation was held on July 21, 2025. Even though I could not attend, I was available by telephone to speak with my attorneys and did speak with them regarding the mediation before and after it took place. I was satisfied with the terms of the settlement that was agreed to by the parties. I reviewed and signed the Memorandum of Understanding on September 8, 2025, and when the settlement papers were ready, I again spoke with my attorneys and reviewed the original settlement agreement which I signed on February 25, 2026. Further, I signed the amended settlement agreement on April 16, 2026.

12. **Participation:** Since I retained Class Counsel over two years ago, I have been actively involved with this class action lawsuit performing the duties described above. While I did not keep formal time records, I was in regular contact with my attorneys, reviewed important court filings with my attorneys, and spent considerable time on the issues presented during the litigation and in the settlement process. I estimate that I spent approximately 15 to 30 hours working on this case.

13. I understand that the Class Representative Service Payment is intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike the other Class Members, I also granted Defendant a broad general release and waiver of claims pursuant to California Civil Code section 1542 and released Defendant from all claims whether known or unknown, under federal law or state law.

14. Also, my attorneys explained to me that the settlement process involved a two-step review by the Court to determine whether the settlement was fair before ordering that the settlement be funded and paid. I knew this process also involved notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who now stand to receive substantial monetary payments as a result of this case and settlement. I also believe that the requested Class Representative Service Payment in the amount of $10,000.00 from the settlement is fair compensation for (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not pursuing this case individually, and (4) the risks I undertook.

16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the risks I undertook by suing a former employer, the broad general release, the exposure to being responsible for paying Defendant's costs in the event we did not win the case, and in light of the size of the settlement, I believe the request for $10,000.00 as a Class Representative Service Payment is fair and reasonable.

17. Further, I support my attorneys' application for a payment of a Class Counsel Award in the amount of up to $211,613.00, comprised of attorneys' fees of 181,613.00 and up to $30,000.00 for actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 11/06/2026, at Los angeles c.a 90025, California.

By: Eliseo Fuentes (Nov 6, 2026 12:57:08 PST)
ELISEO FUENTES