JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jaclyn Joyce (State Bar #285124)
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047
shani@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFF

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 **[PROPOSED] ORDER GRANTING FINAL APPROVAL** Date: December 10, 2026 Time: 11:00a.m. Dept: 11

Plaintiff's motion for an order finally approving the First Amended Class Action and PAGA Settlement Agreement ("Agreement") and Motion for Class Counsel Award and Class Representative Service Payment duly came on for hearing on December 10, 2026, before the above-entitled Court. JCL Law Firm, APC and Zakay Law Group, APLC appeared on behalf of Plaintiff Eliseo Fuentes (hereinafter "Plaintiff"). Kaufman Dolowich LLP appeared on behalf of Defendants Kline Automotive, Inc., ("Defendant Kline Automotive") and RK Automotive, Inc. ("Defendant RK Automotive") (collectively, "Defendant" and/or "Defendants").

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of Los Angeles ("Court"), Case No. 24STCV15011, entitled *Fuentes v. Kline Automotive, Inc., et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On May 13, 2026, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to the Class Members at their last known addresses on May 29, 2026. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the

proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The Response Deadline for opting out or objecting was July 28, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected and only two Class Members, Silvia Gutierrez and Elizabeth Cruz Valencia, requested exclusion.

Fairness Of the Settlement

6. The Agreement provides for a Gross Settlement Amount of $550,342.42. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The Settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

b. The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections were received. Two requests for exclusion were received from Silvia Gutierrez and Elizabeth Cruz Valencia.

e. The participation rate is near unanimous. 98.91% of Class Members will be participating in the Settlement and will be sent settlement payments.

7. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

/ / /

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Class Members.

PAGA Penalties

9. The Agreement provides for a PAGA Penalties payment in the amount of $26,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA Penalties and the allocation of $19,500.00 to the Labor and Workforce Development Agency ("LWDA PAGA Payment") and $6,500.00 to Aggrieved Employees ("Individual PAGA Payments") is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

Class Counsel Award

10. The Agreement provides for a payment for Class Counsel Award in the amount of up to Two Hundred Eleven Thousand Six Hundred Thirteen Dollars and Zero Cents ($211,613.00). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal to 33% of the Gross Settlement Amount, or One Hundred Eighty-One Thousand Six Hundred Thirteen Dollars and Zero Cents ($181,613.00) and reimbursement of litigation expenses in the amount of up to Thirty Thousand Dollars and Zero Cents ($30,000.00).

11. Two Hundred Eight Thousand Eight Hundred Forty-Three Dollars and Forty-Nine Cents ($208,843.49) for the Class Counsel Award comprised of attorneys' fees equal to 33% of the Gross Settlement Amount, or One Hundred Eighty-One Thousand Six Hundred Thirteen Dollars and Zero Cents ($181,613.00) and reimbursement of litigation expenses in the amount of Twenty-Seven Thousand Two Hundred Thirty Dollars and Forty-Nine Cents ($27,230.49) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents 33% of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff

is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

Administration Expenses Payment

13. The Agreement provides for Administration Expenses Payment to be paid in an amount not to exceed $5,250.00. The Declaration of the Administrator provides that the actual settlement administration costs were $5,250.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined to include:

> All persons who are or previously were employed by Defendant Kline Automotive and/or Defendant RK Automotive in California and classified as non-exempt, exempt, piece-rate based, and/or commission-based employees at any time from April 8, 2021, through August 14, 2025 (the "Class Period").

2. There are 183 members of the Class. Every person in the Class who did not opt out is a Participating Class Member. After providing Notice to the Class, there are only two opt-outs to the Settlement. The names of the Class Members who opted out of the Settlement are Silvia Gutierrez and Elizabeth Cruz Valencia.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Upon entry of final judgment and full funding of the Gross Settlement Amount, each Participating Class Member shall release the "Released Parties" from the "Released Class Claims" and Plaintiff, on behalf of the LWDA and the State of California, and Non-Participating Class Members who are Aggrieved Employees shall release the "Released Parties" from the "Released PAGA Claims."

a. The "Released Parties" are defined as Defendants, and each of their past, present, and/or future, direct, and/or indirect, officers, directors, owners, exempt employees, agents, principals, accountants, auditors, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, related entities, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

b. The "Released Class Claims" are defined as 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, including without limitation claims for (1) violations of Business & Professions Code § 17200, *et seq* arising only from violations of the labor code sections contemplated in the Released Class Claims; (2) failure to pay minimum wage; (3) failure to pay overtime compensation; (4) failure to provide meal breaks; (5) failure to authorize and permit rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to pay compensation upon termination of employment; and (8) failure to reimburse employees for required expenses. Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims outside of the Class Period, and any claim that was not alleged, or that reasonably could not have been alleged, based on the factual and legal allegations as set forth in the Class Action Complaint.

c. The "Released PAGA Claims" are defined as all PAGA claims alleged, or reasonably could have been alleged, in the operative complaint in the Action and Plaintiff's PAGA notice 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.

5. Class Counsel are awarded the Class Counsel Award in the amount of Two Hundred Eight Thousand, Eight Hundred Forty-Three Dollars and Forty-Nine Cents ($208,843.49), comprised of attorneys' fees equal to 33% of the Gross Settlement Amount, or One Hundred Eighty-One Thousand Six Hundred Thirteen Dollars and Zero Cents ($181,613.00) and reimbursement of litigation expenses in the amount of Twenty-Seven Thousand Two Hundred Thirty Dollars and

Forty-Nine Cents ($27,230.49). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

6. The payment of the Class Representative Service Payment to Plaintiff in the amount of $10,000.00 is approved.

7. The payment of $5,250.00 to the Administrator for the Administration Expenses Payment is approved.

8. The PAGA Penalties of $26,000.00 is hereby approved as fair, reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any fraud or collusion.

9. Final Judgment is hereby entered in this action. The Final Judgment shall bind each Participating Class Member.

10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California and all Aggrieved Employees, pursuant to the California Private Attorneys General Act ("PAGA").

11. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorneys General Act ("PAGA") on March 11, 2026 and again on November 10, 2026.

12. The Court orders Class Counsel to comply with California Labor Code § 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this Order.

13. The Agreement is not an admission by Defendants, nor is this Final Approval Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not

in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants and shall not be offered in evidence in any action or proceeding against Defendants in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

14. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Participating Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Participating Class Members and the Final Approval Order and Judgment shall be posted on the Administrator's website as indicated in the Class Notice.

15. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

16. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendants consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____, 2026

_____
JUDGE OF THE SUPERIOR COURT