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SUPERIOR COURT FOR 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 JEAN-CLAUDE
LAPUYADE IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 8, 2026

Time: 9:30 a.m.

Judge: Hon. David S. Cunningham III

Dept: 11

1 I, JEAN CLAUDE LAPUYADE, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff Eliseo Fuentes, (hereafter "Plaintiff") in this wage and hour class action filed against
6 Defendants Kline Automotive, Inc. ("Defendant Kline Automotive") and RK Automotive, Inc.
7 ("Defendant RK Automotive") (collectively, "Defendant" and/or "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
12 Action and PAGA Settlement Agreement and Class Notice ("Agreement" or "Settlement Agreement").
13 Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Notice Packet.
14 Attached hereto as **Exhibit "2"** is a true and correct copy of the *redlined* Agreement. Attached as
15 **Exhibit "A"** to the *redlined* Agreement is a true and correct copy of the *redlined* proposed Notice
16 Packet.

17 4. Attached hereto as **Exhibit "3"** is a true and correct copy of the proof of filing with the
18 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
19 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
20 Counsel's compliance with California Labor Code Section 2699(1)(2).

21 5. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm "Firm
22 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

23 **II. INTRODUCTION**

24 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
25 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
26 The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is
27 particularly impressive when viewed against the difficulties encountered by plaintiff pursuing wage and
28 hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not

1 have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
2 denied or of Defendants prevailing at trial. Given that there are approximately 183 Class Members, the
3 average gross recovery is approximately \$1,625.57 (Net Settlement Amount divided by Participating
4 Class Members).

5 7. As discussed below, the proposed Settlement satisfies all criteria for preliminary
6 settlement approval and falls within the range of reasonableness. The average Individual Class Payment
7 to the Class Members meets or exceeds awards in similar wage and hour class actions. Moreover, the
8 proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests
9 the Court grant preliminary approval of the Settlement.

10 **III. FACTS AND PROCEDURE**

11 **A. Overview of the Litigation**

12 8. Defendants own and operate car dealerships in California, including in Los Angeles
13 County, where Plaintiff worked. Plaintiff worked for Defendants as a non-exempt service technician,
14 paid on an hourly basis and/or a piece-rate basis and/or commission basis, from January of 2023 to
15 September of 2023. Throughout his employment, Plaintiff was subject to Defendants' policies and
16 procedures. Throughout his employment, Plaintiff was subject to Defendants' policies and procedures.

17 9. Generally, Plaintiff claims that Defendants failed to provide compliant meal and rest
18 periods, failed to pay for all time worked, failed to reimburse necessary business expenses, failed to
19 furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendants deny
20 liability for each of Plaintiff's claims. Further, Defendants assert they fully complied with all applicable
21 employment laws and raised several other significant defenses to Plaintiff's claims, including but not
22 limited to, asserting that it paid its employees for all hours worked, maintained facially compliant meal
23 and rest period policies, issued compliant wage statements, properly reimbursed all necessary business
24 expenses, and timely paid all wages due upon separation of employment.

25 10. On June 14, 2024, Plaintiff filed a Notice of Violations with the LWDA and served the
26 same on Defendant Kline Automotive. Plaintiff's PAGA Notice set forth the facts and theories
27 supporting Defendants' alleged violations of various provisions of the California Labor Code and
28 applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims

1 under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698, *et seq*
2 (“PAGA”).

3 11. That same day, Plaintiff filed a Class Action Complaint (“the Action”) alleging 8 causes
4 of action against Defendant Kline Automotive for (1) Unfair Competition in Violation of Bus. & Prof.
5 Code sections 17200 *et seq*; (2) Failure to pay minimum wages in violation of California Labor Code
6 sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code
7 sections 510 *et seq*; (4) Failure to provide required meal periods in violation of California Labor Code
8 sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods
9 in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6)
10 Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
11 (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203;
12 and (8) Failure to reimburse employees for required expenses in violation of California Labor Code
13 section 2802.

14 12. On August 19, 2024, Plaintiff filed a First Amended Complaint in the Action to assert an
15 additional cause of action for violations of PAGA.

16 13. The Parties subsequently agreed to mediate the case. To prepare for mediation, the Parties
17 agreed to informally exchange additional documents and data points subject to the mediation privilege,
18 including but not limited to, the Class Members’ time data and certain payroll data points. As discussed
19 *infra*, Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to
20 analyze Defendants’ time and payroll data.

21 14. On June 19, 2025, the Parties participated in mediation presided over by Gig Kyriacou,
22 Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with
23 a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding
24 (“MOU”). After reaching an agreement in principle, the Parties drafted and negotiated a long-form
25 settlement agreement, which is the subject of the instant motion.

26 15. On January 22, 2026, Plaintiff filed the Second Amended Complaint (“Operative
27 Complaint”) to add Defendant RK Automotive as an additional Defendant in the Action.

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1 **B. Class Counsel’s Investigation**

2 16. Months before filing the Action, Class Counsel began their pre-filing investigation into
3 Plaintiff’s complaint. Class Counsel’s investigation started with several lengthy interviews with
4 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
5 including wage statements and onboarding documents. At the conclusion of the interviews and review
6 of documents, Class Counsel determined that Plaintiff’s complaints justified further inquiry.

7 17. Class Counsel subsequently requested Plaintiff’s employee file from Defendants. In
8 response, Defendants produced various documents, including but not limited to, Defendants’ policies
9 and copies of Plaintiff’s time and payroll records. Class Counsel reviewed and analyzed the documents
10 and determined that the documents appeared to substantiate Plaintiff’s claims that Defendants failed to,
11 among other things, pay for all time worked, and provide compliant meal and rest periods, reimburse
12 Plaintiff for business expenses, and pay all wages upon separation.

13 18. Considering the many anticipated factual disputes, the Parties agreed that it would be in
14 the best interest of both Parties to mediate the matter. To prepare for mediation, Defendants agreed to
15 produce a 34% sample of time and payroll records for Class Members. Pursuant to the Parties agreement,
16 Defendants produced, among other things, more than 4,600 pages of Class Member data, including wage
17 statements, time records, applicable handbooks, policies and agreements for Class Counsel to analyze.

18 19. Class Counsel then retained the statisticians and economists at Berger Consulting Group
19 (“BCG”) to evaluate the Class Members’ payroll and time data. BCG provides data analysis and damage
20 modeling consulting services, specializing in wage and hour class actions. BCG’s team of financial and
21 data analysts are credentialed and experienced experts in their fields and have provided their expertise
22 on thousands of cases. Stated differently, the BCG is well-qualified to analyze Defendants’ time and
23 payroll data.

24 20. BCG analyzed Defendants’ time and payroll data to assist in the development of various
25 damage models. Among other things, BCG determined the approximate number of work shifts,
26 workweeks, pay periods, average length of shift, and average number of hours worked per workweek
27 and pay periods during the Class Period. BCG also estimated the number of meal and rest period
28

violations, the amounts of unpaid wages for Plaintiff's various theories, and the amount of off-the-clock work performed by the Class Members during the Class Period.

21. In advance of mediation, Class Counsel created several damage models predicated on the BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions.

22. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews and analysis of his employment file; (2) evaluating all of Plaintiff's 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 Plaintiff's 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.

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

C. The Parties Settled at Mediation

24. On July 21, 2025, the Parties conducted a full day of mediation with Gig Kyriacou, Esq., a respected mediator of wage and hour class and representative actions. Mediator Kyriacou 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 the mediator's assistance. Namely, the Parties

1 exchanged information regarding their respective claims and defenses, including their respective
2 evaluation of the damages. The mediation concluded with a settlement. The complete and final terms of
3 that settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes
4 a fair, adequate, and reasonable compromise of the claims at issue.

5 **IV. ARGUMENT**

6 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

7 25. The Parties participated in mediation with the highly respected mediator Gig Kyriacou,
8 Esq., who managed the Parties' expectations and provided a useful, neutral analysis of the issues and
9 risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S.
10 Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against
11 any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
12 "mediator's involvement in pre-certification settlement negotiations helps to ensure that the proceedings
13 were free of collusion and undue pressure.")) At all times, the Parties' negotiations were at an arm's
14 length, adversarial, and non-collusive. The Parties subsequently executed a binding and enforceable
15 Memorandum of Understanding and thereafter drafted and negotiated a long-form settlement which is
16 the subject of the instant motion. The Agreement is the final product of these mediated negotiations.
17 Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims
18 at issue.

19 26. As set forth in greater detail above, Class Counsel conducted a very thorough investigation
20 into the factual and legal issues in dispute. In addition to informal discovery, document review, data
21 analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no
22 two cases are identical, this research provided Class Counsel with a marker to inform settlement
23 discussions. The investigation allowed Class Counsel to realistically assess the value of the claims and
24 intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement
25 now before the Court.

26 27. Class Counsel only agreed to enter the Settlement following their thorough investigation
27 and evaluation of Plaintiff's claims. Based on an investigation of the facts, applicable law, and
28 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated

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

4 28. The Gross Settlement Amount of \$550,342.42 is fair and reasonable considering the
5 nature and magnitude of the claims being settled and the various potential impediments to recovery.
6 Prior to the mediation, Class Counsel retained Berger Consulting Group to develop economic damage
7 models measuring Defendants' liability exposure while accounting for the uncertainties of continued
8 litigation. The various models were informed by Class Counsel's investigation, including the analysis
9 of a significant sample of time and payroll data. Class Counsel projected Defendants' liability exposure
10 for *class claims* (excluding PAGA Penalties) ranged between \$2,606,966.15 ("Realistic Damages") and
11 \$3,357,789.00 ("Maximum Damages") if successful at trial. This range reflects the uncertainty regarding
12 several of the claims. Thus, the Gross Settlement Amount represents a recovery of between 21.11%
13 ("Realistic Damages") and 16.39% ("Maximum Damages") of Defendants' class-wide exposure – well
14 within the recognized range of reasonableness. The following summarizes Defendants' liability
15 exposure.

16 29. Plaintiff alleged that Defendants failed to provide compliant meal periods. Specifically,
17 Plaintiff alleged that because of rigorous work schedules, Defendants' understaffing, and Defendants'
18 written customer relations policy, Plaintiff and Class Members were unable to take timely and duty-free
19 meal periods. Plaintiff alleged that Defendants frequently required Class Members to miss, delay, or
20 shorten their meal periods to attend to customers and/or complete repair jobs as quickly as possible. An
21 analysis of the Class Members' time and payroll data revealed a 66% meal period violation rate. Further,
22 Plaintiff alleged that when Class Members did receive meal breaks, Defendants required them to remain
23 "on call" so that they could be contacted on their personal cell phones by Defendants to assist customers
24 or complete repair jobs.

25 30. Conversely, Defendants argued that it provided all Class Members with the opportunity
26 to take compliant meal periods. Defendants also argued that they maintained facially compliant meal
27 period policies. Further, Defendants argued that employees were not required to remain on call during
28 their meal periods. Thus, Defendants argued that there was no potential liability for Plaintiff's alleged

1 meal period violations, and any claimed violations required a highly individualized inquiry not suitable
2 to class treatment. Consequently, Plaintiff applied a 10% discount to this claim and estimated
3 Defendants' exposure for this claim ranged from \$764,082.00 to approximately \$848,980.00.

4 31. Plaintiff also alleged that Defendants failed to provide compliant rest periods. Plaintiff's
5 rest period claim is based on two theories of liability. First, Plaintiff alleged that because of rigorous
6 work schedules, Defendants' understaffing, and Defendants' written customer relations policy, Plaintiff
7 and Class Members were rarely able to take full, uninterrupted, and compliant rest breaks. On the rare
8 occasion that Plaintiff and Class Members were able to take a compliant rest break, Plaintiff alleged that
9 Defendants required them to remain on call. Second, Plaintiff alleged that Defendants failed to provide
10 separate compensation for rest and recovery periods to commission and/or piece-rate based Class
11 Members. Defendants must provide separate compensation for rest periods, as required by California
12 law. See *Vaquero v. Stoneledge Furniture LLC*, 9 Cal. App. 5th 98, 103 (2017), *as modified* (Mar. 20,
13 2017). The California Court of Appeals in *Vaquero* made clear that employers must separately
14 compensate employees for rest periods if an employer's compensation plan does not already include a
15 minimum hourly wage for such time. *Id.* at 110. This is particularly important because, as the court
16 *Vaquero* court explained, commission-based compensation plans discourage employees from taking rest
17 breaks. *Id.* at 113; see also Labor Code Section 226.2(a)(3) (piece rate employees must be separately
18 compensated for rest and recovery periods.).

19 32. Again, Defendants denied liability and asserted that they maintained legally compliant
20 rest period practices throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary burdens
21 establishing this claim. Establishing Plaintiff's rest period claim would rely, in part, on Class Member
22 testimony, making it a riskier claim at class certification and liability stages. Certification likely would
23 have required depositions of Class Members who provided declarations, and Defendants surely would
24 have obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily
25 waived. Further, Defendants argued that only a portion of the Class Members were paid on a commission
26 and/or piece-rate basis and thus, any violations under *Vaquero* and Cal. Labor Code Section 226.2(a)(3)
27 required a highly individualized inquiry not suitable to class treatment. Plaintiff applied a 15% discount
28

1 to this claim and estimated Defendants' exposure for this claim ranged from \$1,049,664.15 to
2 approximately \$1,234,890.00.

3 33. Plaintiff alleged that Defendants failed to pay its employees for all hours worked.
4 Specifically, Plaintiff alleged that Defendants required Class Members to continue working while still
5 clocked out during what was supposed to be their uninterrupted, duty-free meal breaks. Further, Plaintiff
6 alleged that when Class Members were paid on a piece-rate basis, Defendants failed to separately
7 compensate these Class Members for other non-productive time in violation of California Labor Code
8 Section 226.2. As a result, Plaintiff and Class Members forfeited compensation, including overtime
9 wages, for all the time they spent working under Defendants' control. Based on Plaintiff's testimony
10 and Class Counsel's investigation, Plaintiff assumed 20 minutes of unpaid compensable time per
11 workweek by the Class Members during the Class Period.

12 34. Defendants vigorously denied liability for this claim. Defendants asserted that they had in
13 place written policies and procedures requiring employees to accurately record all their time worked
14 daily and argued that such written policies and procedures directed its employees not to work while off
15 the clock. Further, Defendants argued that the off-the-clock claim was not suitable to class treatment
16 because individualized issues predominated. For example, even assuming Plaintiff performed work
17 while off-the-clock, which Defendants dispute, Defendants argued that the time spent would vary
18 drastically from class member to class member that it could not be established by common proof.

19 35. Considering Defendants' defenses, Plaintiff applied a 50% discount to this claim. Plaintiff
20 estimated Defendants' exposure for this claim ranged between approximately \$301,433.00 and
21 \$602,866.00.

22 36. Plaintiff alleged that Defendants' violations resulted in *derivative* violations of Labor
23 Code sections 203 and 226(a). Class Counsel weighed the potential recoveries against the strength and
24 defenses of the underlying claims as outlined above.

25 37. Defendants denied that it violated California law regarding wage statements or waiting
26 time penalties. Defendants argued that Plaintiff could not prove the required "willful" prong under Labor
27 Code section 203 and that Plaintiff could not establish the necessary "injury" element to successfully
28 recover derivative wage statement penalties, as required by Labor Code section 226. See, e.g., *Howard*

1 v. *CVS Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class
2 certification for the same penalty claims); *Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F. Supp. 2d
3 1122, 1134-1137 (finding insufficient evidence of bad faith or actual injury). Plaintiff could not give the
4 penalty claims great weight given that they depended on proving the underlying claims, which had their
5 own risks. Consequently, Plaintiff applied a 25% discount to the waiting time penalties claim and
6 estimated that Defendants' exposure for this claim ranged from \$338,013.00 and \$450,684.00. Further,
7 Plaintiff applied a 25% discount to the wage statement penalties claim and estimated that Defendants'
8 exposure for this claim ranged from \$150,900.00 to \$201,200.00.

9 38. Plaintiff further alleged that Defendants failed to reimburse Class Members for the use of
10 their personal cell phones and for the purchase of personal protective equipment such as specialized
11 boots that prevent injury from coolant and oil spills. California employers who require employees to
12 incur personal business expenses for work purposes must reimburse the employee for the cost incurred.
13 (See Cal. Lab. Code § 2802(a), providing that "[a]n employer shall indemnify his or her employee for
14 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
15 his or her duties, or of his or her obedience to the directions of the employer....").

16 39. Again, Defendants vigorously denied any liability for this claim, arguing that Class
17 Members were not required to use their personal cell phones or purchase personal protective equipment,
18 and in any event, Defendants provided avenues for reimbursement of legitimate business expenses.
19 Considering Defendants' defenses, Plaintiff applied an 85% discount to this claim. Plaintiff estimated
20 Defendants' exposure for this claim ranged between approximately \$2,874.00 and \$19,160.00.

21 40. Class Counsel's damage models also estimated Defendants' exposure for PAGA
22 penalties. At the time of mediation, Plaintiff estimated Defendants' PAGA exposure ranged between
23 \$10,230.00 and \$513,400.00.

24 41. Here, the Parties negotiated a good faith PAGA Penalties payment in the amount of
25 \$26,000.00 which is 4.73% of the Gross Settlement Amount. This amount falls well within the range of
26 approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Payment (\$19,500.00) will be
27 paid to the LWDA ("LWDA PAGA Payment") with the remaining twenty-five percent (25%) of the
28

PAGA Payment (\$6,500.00) will be distributed to the Aggrieved Employees (“Individual PAGA Payments”) which is within the range of PAGA Payment approved by courts and should be approved.

B. Inherent Risks of Continued Litigation Support Preliminary Approval

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 *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court’s denial of class certification because employees’ declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm. *See also 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).

43. Further, even if a class is certified, liability remains uncertain. The risks attendant to the issue of Defendants’ liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs in a wage and hour class action. *See also 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.”).

44. Finally, even if a class is certified and Defendants are found liable for the class claims alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and decertification of the class. These post-certification risks 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).

45. Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

1 46. Finally, continuing to litigate this action would require continued and extensive resources
2 coupled with significant Court time to proceed through trial and post-trial motions; which can often take
3 years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive
4 expert testimony, particularly with regards to damages. But even if Plaintiff is successful at trial, Plaintiff
5 is acutely aware that a judgment does not end the litigation. Plaintiff fully expect that Defendants would
6 appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668, the risk of an appeal
7 and subsequent reversal is real.

8 47. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$550,342.42 that
9 is between 21.11% and 16.39% of Defendants' liability exposure for class damages. Given the amount
10 of the settlement here, as compared to potential value of the claims, offset by the various inherent risks
11 to continued litigation, the settlement is fair and reasonable.

12 **B. Proposed Notice Packet Informs the Class About the Case and Settlement**

13 48. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
14 Members of their rights and remedies. The Administrator will first verify addresses, then mail the
15 proposed Class Notice in English and Spanish to all Class Members. The Notice will include information
16 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure,
17 and time period within which to submit requests for exclusions or objections to the Settlement, the date
18 for the final approval hearing, the formula used to calculate settlement payments, and the terms and
19 scope of the Released Class Claims and Released PAGA Claims. Agreement at ¶ 7.4. The Parties
20 negotiated this method to ensure delivering the most reasonable method of notice to the Class Members
21 while ensuring cost effective administration of the Settlement.

22 **C. The Court Should Preliminarily Approve the Class Representative Service Payment**

23 49. The Settlement provides for a Class Representative Service Payment of up to \$10,000.00.
24 Approximately 183 members of the Class will share in the estimated \$297,479.42 Net Settlement
25 Amount due entirely to the effort and commitment of the Plaintiff. Subject to Court approval, therefore,
26 the Settlement provides for a Class Representative Service Award of \$10,000. The Class Representative
27 Service Payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action,
28 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on

1 the status of his case, facts surrounding his employment as it relates to wage and hour practices and
2 claims and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure
3 that its terms are fair and provide adequate relief for the Class Members.

4 50. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
5 Representative Service Payment once preliminary approval of the Settlement is granted. Plaintiff
6 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated Class
7 Representative Service Payment.

8 **D. The Court Should Preliminarily Approve the Class Counsel Award**

9 51. Class Counsel took this matter on a contingency fee basis and invested significant time
10 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
11 Individual Class Payment illustrates the demonstrably positive outcome for the Participating Class
12 Members. The Agreement provides for a Class Counsel Award consisting of attorneys' fees of not more
13 than 33% of the Gross Settlement Amount, or One Hundred Eighty-One Thousand Six Hundred Thirteen
14 Dollars and Zero Cents (\$181,613.00) and litigation costs of not more than Thirty Thousand Dollars and
15 Zero Cents (\$30,000.00), to be paid to Class Counsel. Agreement at ¶¶ 1.7, 3.2.2. The attorneys' fees
16 shall be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay
17 Law Group, APLC. Plaintiff has been informed as to this split in writing and has consented in writing.

18 52. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
19 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
20 is sufficient for preliminary approval of the negotiated attorneys' fees.

21 **E. The Court Should Provisionally Certify the Settlement Class**

22 53. For Settlement purposes, Plaintiff contends, and Defendants do not dispute, that
23 provisional certification of the Class is appropriate.

24 54. Because all Class Members are Defendants' current and former employees, the class is
25 readily ascertainable from Defendants' regular business records, i.e., payroll records.

26 55. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
27 entire Class. Factually, Defendants' policies and practices apply class-wide and Defendants' liability
28 can be determined by facts common to all members of the class. The wage and hour issues are both

1 numerous and substantial, and a class action is the most advantageous method of dealing with the claims
2 of the Settlement Class Members.

3 56. Plaintiff's wage and hour claims are typical of the proposed Class because they arise from
4 the same factual basis and are based on the same legal theories applicable to the other Class Members.
5 Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class. Plaintiff alleges
6 that he was injured by the same company-wide practices to which the proposed Class Members were
7 subject to and seek the same relief. Plaintiff has already demonstrated their ability to advocate for the
8 interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and
9 evaluating the proposed settlement to assure that it is fair.

10 57. A class action is superior to a multitude of individual lawsuits. Given the size and amount
11 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
12 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
13 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
14 adjudication.

15 **F. Class Counsel's Experience**

16 58. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented by
17 competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
18 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
19 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
20 party product liability matters. A true and correct copy of the JCL Law Firm, APC's resume is attached
21 hereto as **Exhibit "4."**

22 59. I am qualified to represent Plaintiff, the Class Members, the State of California and the
23 Aggrieved Employees. I have extensive experience with wage and hour class and representative actions
24 litigation like this matter, and employment matters in general. Additionally, I have extensive complex
25 mass tort litigation experience and complex construction product liability experience. I can, will and
26 have adequately represented the interests of the Plaintiff, the State of California and the Aggrieved
27 Employees throughout this action.

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

4 61. I have significant class counsel and collective action counsel experience. My credentials
5 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit "4."**

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

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

11 64. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
12 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising
13 Star list recognizes the top 2.5% of eligible attorneys. (see
14 https://www.superlawyers.com/about/selection_process.html.) Additionally, I was named a 2025 and
15 2026 Super Lawyer in Employment Law by Thompson Reuters.

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65. Class Counsel is aware of a separate wage and hour class action filed against Defendant RK Automotive, pending in the instant Court (*Silvia Gutierrez v. RK Automotive, Inc., et al.*, Case No. 25STCV28551) (“*Gutierrez Action*”). The *Gutierrez Action* was filed on September 25, 2025, and alleges various causes of action pursuant to the California Labor Code against Defendant RK Automotive and Richard Kline, an individual. The *Gutierrez Action* was brought on behalf of all current and former non-exempt employees who worked for the defendants in California at any time during the period from September 25, 2021, through the present. As the instant Agreement contemplates the Class Period of April 8, 2021, through August 14, 2025, the Settlement will subsume a portion of the *Gutierrez Action*’s proposed class period (i.e., September 25, 2021, through August 14, 2025). However, as detailed in the instant Motion, the Court should preliminarily approve the Settlement because an objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class is fair, reasonable, and adequate. Class Counsel is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the 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 11th day of March 2026, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Eliseo Fuentes (“Plaintiff”) and Defendants Kline Automotive, Inc. (“Defendant Kline Automotive”) and Defendant RK Automotive, Inc (“Defendant RK Automotive”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Eliseo Fuentes v Kline Automotive, Inc., Case No. 24STCV15011* initiated on June 14, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all persons who are or previously were employed by Defendant in California and classified as non-exempt, exempt, piece-rate based, and/or commission-based employees at any time during the PAGA Period.
- 1.5 “Class” means 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 during the Class Period.
- 1.6 “Class Counsel” means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC.
- 1.7 “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the PAGA Employees in the Action, consisting of attorneys’ fees currently not to exceed 33% of the Gross Settlement Amount currently estimated to be \$181,613.00 out of \$550,342.42 plus costs of up to \$30,000.00. Attorneys’ fees will be divided between Class Counsel in the following percentages: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including but not limited to names, last-known addresses, last-known telephone numbers, Social Security numbers, hire date, and termination date (if any).

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to **Exhibit A** to be mailed to Class Members in English and Spanish, informing them of the settlement, including their rights to request exclusion or to object to the Settlement, the right to dispute their estimated workweeks/payment, of their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.
- 1.12 “Class Period” means the period from April 8, 2021, through August 14, 2025.
- 1.13 “Class Representative” means the named Plaintiff in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Kline Automotive, Inc., and Defendant RK Automotive, Inc.
- 1.17 “Defense Counsel” means Kaufman Dolowich LLP and Felhaber Larson.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) 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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.22 “Funding Date” means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.
- 1.23 “Gross Settlement Amount” means \$550,342.42 which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Award, Class Representative Service Payment and the Administration Expenses Payment. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Award, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “Operative Complaint” means the Second Amended Complaint that will be submitted for filing with the Court within ten (10) days of the Court granting leave to amend
- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from June 14, 2023, through August 14, 2025.
- 1.33 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 1.34 “PAGA Notice” means Plaintiff’s June 14, 2024 and January 11, 2026 letters to Defendants and the LWDA [providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.35 “PAGA Penalties” means \$26,000, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$6,500) and the 75% to LWDA (\$19,500) in settlement of PAGA claims.
- 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 “Plaintiff” means Eliseo Fuentes, the named plaintiff in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40 “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, 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. .
- 1.41 “Released PAGA Claims” means 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. .
- 1.42 “Released Parties” means 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.

- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46 “Workweek” means any 7 consecutive days beginning on Sunday and ending on Saturday, in which a Class Member performed work for Defendants during the Class Period in California.

2. RECITALS.

- 2.1 On June 14, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant Kline Automotive, Inc.
- 2.2 That same day, Plaintiff filed a Class Action Complaint (“the Action”) alleging 8 causes of action against Defendant Kline Automotive for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 *et seq*; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and (8) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802.
- 2.3 On August 19, 2024, Plaintiff filed a First Amended Complaint in the Action to assert an additional cause of action for violations of PAGA.
- 2.4 On January 22, 2026, Plaintiff filed the Second Amended Complaint (“Operative Complaint”) to add RK Automotive, Inc., as an additional Defendant in the Action.
- 2.5 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.6 On July 21, 2025, Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq., an experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action.

2.7 Prior to mediation Plaintiff obtained, through informal discovery, Defendants' written policies and procedures and sampling of time and payroll records for the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$550,342.42 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Award, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and will defend and indemnify Defendants from any dispute or controversy regarding Plaintiff's tax obligations herein.

3.2.2 To Class Counsel: A Class Counsel Award consisting of attorneys' fees of not more than 33% of the Gross Settlement Amount, which is currently estimated to be \$181,613 and a litigation costs of not more than \$30,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Award less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Award. The Administrator will pay the Class Counsel Award using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Award and holds Defendants harmless, and indemnifies Defendants, from and dispute or controversy regarding Class Counsels' tax obligations or any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$5,250 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,250, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period.

3.2.4.1 Tax Allocation of Individual Class Payments. 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. 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").^{vi} 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.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. 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.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$26,000 to be paid from the Gross Settlement Amount, with 75% (\$19,500) allocated to the LWDA PAGA Payment and 25% (\$6,500) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of the data provided by Defendants, the Administrator calculated that there are 183 Class Members who collectively worked a total of 12,911 Workweeks, and 154 Aggrieved Employees who worked a total of 9,449.14 PAGA Pay Periods.

4.2 Class Data. On November 7, 2025, , Defendants provided the Settlement Administrator with the Class Data. The Parties agree the Class Members' Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information of the Class Members. To the extent Class Counsel possesses or comes to possess the Class Members' Social Security numbers, Class Counsel shall return all such information (including copies, data, or information derived therefrom) within seven (7) calendar days of their possession of such information, shall not retain copies of such information, and shall not maintain or use such information for any purpose. The number of workweeks worked by all Class Members during the Class Period is based on Defendants' provided data. Defendants' workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator within 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 15 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Award, and the Class

Representative Service Payment. Disbursement of the Class Counsel Award and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his 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 that occurred during the Class Period, 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 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notices. ("Plaintiff's Release.") Plaintiff's 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, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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.

5.2 Release by Participating Class Members:

Upon final approval of the Settlement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, 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.

5.3 Release by Non-Participating Class Members Who Are Aggrieved

Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims that occurred during the PAGA Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff's Operative Complaint, letter to the LWDA, and the Action, or which could have been alleged under the same or similar facts plead in Plaintiff's letter to the LWDA or the Action. The Parties agree that Defendants shall be entitled to a release from LWDA for the Released PAGA Claims.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendants’ Declaration in Support of Preliminary Approval. No more than one week prior to Plaintiff’s deadline to file his motion for preliminary approval of Settlement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 75 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members. t Using best efforts to perform as soon as possible, and in no event later than 14 days after preliminary approval of the Settlement , the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.1 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 a Class Member 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.

7.4.2 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days 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.

7.4.3 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an 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 ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 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 60 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 his/her/their representative that reasonably communicates the Class Member's election to be excluded from the 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.

7.5.2 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.

7.5.3 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 under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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 or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Award and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will

establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Award, and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 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 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class 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).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, 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 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class 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 Class Members, 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. Class Counsel is responsible for filing

the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class 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, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** At the time of mediation, Defendants represented that the Class was comprised of approximately 98 individuals who collectively worked approximately 6,811 Workweeks during the Class Period. The Parties' agreed that if the actual number of workweeks worked during the Class Period were to exceed the above number by more than 10%, the Gross Settlement Amount would be increased by the percentage over 111% of the increased workweeks. For example, if the total workweeks in the Class Period are 115% of 6,811, the Gross Settlement would increase by 5%. On November 7, 2025, Defendants provided the Settlement Administrator with the Class Data. Using the Class Data, the Settlement Administrator calculated that there are 183 Class Members who worked 12,911 Workweeks. Thus, the Gross Settlement Amount was increased by \$243,847.42. As a result, the Gross Settlement Amount is \$550,342.42.

9. **XYZ'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, XYZ Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will 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. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted 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 (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Award and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment, or if not entered, the date this Agreement shall no longer be of any force or effect.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Award set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as 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. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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 Class Members), this Agreement shall be null and void. The Parties shall nevertheless 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. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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 and 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and 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 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 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.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. 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.
- 12.7 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.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.
- 12.9 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 their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12 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.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data

provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.15 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.
- 12.16 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.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

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: 619-255-9047
shani@zakaylaw.com

To Defendant:

KAUFMAN DOLOWICH LLP
425 California Street, Suite 2100
San Francisco, CA 94104
T: (415) 926-7600
kcatlos@kaufmandolowich.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature , or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

ELISEO FUENTES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 2/26/2026

DocuSigned by:

Pam Guilford

A39D6199D85243E...

KLINE AUTOMOTIVE, INC.

Pam Guilford

Printed Name

Director of Operations

Title

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 2/26/2026

DocuSigned by:

Pam Guilford

A39D6199D85243E...

RK AUTOMOTIVE, INC.

Pam Guilford

Printed Name

Director of Operations

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, APC

By: _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: March 5, 2026

KAUFMAN DOLOWICH LLP

By: *Karl Catlow* _____

Attorneys for Defendants

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 02/25/2026


Eliseo fuentes (Feb 25, 2026 14:57:21 PST)

ELISEO FUENTES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

KLINE AUTOMOTIVE, INC.

Printed Name

Title

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

RK AUTOMOTIVE, INC.

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: February 26, 2026

JCL LAW FIRM, APC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: February 27, 2026

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

KAUFMAN DOLOWICH LLP

By: _____

Attorneys for Defendants

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Eliseo Fuentes v Kline Automotive, Inc., Case No. 24STCV15011

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Kline Automotive, Inc. (“Defendant Kline Automotive”) and RK Automotive, Inc. (“Defendant RK Automotive”) (collectively, “Defendants”)____(“for alleged wage and hour violations. The Action was filed by a former employee, Eliseo Fuentes (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of 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 during the Class Period (April 8, 2021 through August 14, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for 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 during the PAGA Period (June 14, 2023 through August 14, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant Kline Automotive and/or Defendant RK Automotive during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: JCL Law Firm, APC, and Zakay Law Group, APLC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate

amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$550,342.42 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$181,613 [33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,250 to the Administrator for services administering the Settlement.
 - D. Up to \$26,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to 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 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. Upon final approval of the Settlement and funding of the Gross Settlement Amount, , Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon final approval of the Settlement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Defendants, and each of their past, present, and/or future, direct, and/or indirect, officers, directors, 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. (“Released Parties”) from 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”). 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.

10. PAGA Release by Plaintiff and the LWDA. Upon final approval of the Settlement and funding of the Gross Settlement Amount, Plaintiff, on behalf of the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

The PAGA Release by Plaintiff on behalf of the LWDA and the State of California is as follows:

Upon final approval of the Settlement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff, on behalf of the LWDA and the State of California release Defendants, and each of their past, present, and/or future, direct, and/or indirect, officers, directors, 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. ("Released Parties") from all PAGA claims 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 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records 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. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Eliseo Fuentes v. Kline Automotive, Inc.*, Case No. 24STCV15011, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Award and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://apexclassaction.com/> or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Award and Class Representative

Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Eliseo Fuentes v Kline Automotive, Inc., Case No. 24STCV15011* and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] am/pm in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://apexclassaction.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff 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 Apex Class Action LLC's website at <https://www.apexclassaction.com/>

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) **[confirm]** and entering the Case Number for the Action, Case No. 24STCV15011. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling [REDACTED].

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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: 619-255-9047
shani@zakaylaw.com

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Tel: 1-800-355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

~~MODEL~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND
CLASS NOTICE¹

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~p~~Plaintiff ~~-~~Eliseo Fuentes (“Plaintiff”) and ~~d~~Defendants ~~Kline Automotive, Inc.~~ (“~~XYZ Defendant Kline Automotive~~”) and Defendant ~~RK Automotive, Inc.~~ (“~~Defendant RK Automotive~~”) (collectively, “Defendants”). The Agreement refers to Plaintiff and ~~XYZ Defendant~~ collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means ~~the~~ Plaintiff’s lawsuit alleging wage and hour violations against ~~XYZ Defendants~~ captioned Eliseo Fuentes v Kline Automotive, Inc., Case No. 24STCV15011 initiated on June 14, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all persons who are or previously were employed by Defendant in California and classified as non-exempt, exempt, piece-rate based, and/or commission-based employees at any time during the PAGA Period.
- 1.5 “Class” means 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 during the Class Period.
- 1.6 “Class Counsel” means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC.
- 1.7 “Class Counsel Award” Fees Payment” and “Class Counsel Litigation Expenses Payment” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the PAGA Employees in the Action, consisting of attorneys’ fees currently not to exceed 33% of the Gross Settlement Amount currently estimated to be \$181,613.00 out of \$550,342.42 plus costs of up to \$30,000.00. Attorneys’ fees will be divided between Class Counsel in the following percentages: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC. the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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1.8 “Class Data” means Class Member identifying information in ~~XYZ’s–Defendants’ possession including but not limited to names, last-known addresses, last-known telephone numbers, Social Security numbers, hire date, and termination date (if any), possession including the Class Member’s name, last known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.~~

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1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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1.11 “Class Notice” means ~~the Court-approved Notice of Class Action Settlement in a form substantively similar to Exhibit A the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, informing them of the settlement, including their rights to request exclusion or to object to the Settlement, the right to dispute their estimated workweeks/payment, of their estimated payment to be received in the form, without the need to return a claim form, and the date set for the Final Approval Hearing. material variation, attached as Exhibit A and incorporated by reference into this Agreement.~~

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1.12 “Class Period” means the period from ~~April 8, 2021, through August 14, 2025.~~

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1.13 “Class Representative” means the named Plaintiff in the ~~operative complaint in the~~ Action seeking Court approval to serve as a Class Representative.

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1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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1.15 “Court” means the Superior Court of California, County of Los Angeles.

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1.16 “~~XYZ~~Defendant” means named Defendant ~~Kline Automotive, Inc., and Defendant RK Automotive, Inc.~~

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1.17 “Defense Counsel” means Kaufman Dolowich LLP and Felhaber Larson.

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1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) 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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.241.22 “Funding Date” means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.

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1.221.23 “Gross Settlement Amount” means \$550,342.42 which is the total amount ~~XYZ~~ Defendants agrees to pay under the Settlement, except as provided in Paragraph ~~8~~ 9 below, and exclusive of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement. –The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Award, Fees, Class Counsel Expenses, Class Representative Service Payment and the Administration Expenses Payment. ~~or’s Expenses~~ “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.

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1.231.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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1.241.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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1.251.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.261.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.271.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Award, Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

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~~1.28~~^{1.30} 1.30 “Operative Complaint” means the Second Amended Complaint that will be submitted for filing with the Court within ten (10) days of the Court granting leave to amend

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~~1.29~~^{1.31} 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ-Defendants~~ for at least one day during the PAGA Period.

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~~1.32~~ 1.32 “PAGA Period” means the period from June 14, 2023, through August 14, 2025.

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~~1.34~~^{1.33} 1.33 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

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~~1.34~~ 1.34 “PAGA Notice” means Plaintiff’s June 14, 2024 — and January 11, 2026 letters to ~~XYZ-Defendants~~ and the LWDA [~~and Plaintiff’s~~ letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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~~1.35~~ 1.35 “PAGA Penalties” means \$26,000, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$6,500) and the 75% to LWDA (\$19,500) in settlement of PAGA claims.

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

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~~1.34~~^{1.37} 1.37 “Plaintiff” means Eliseo Fuentes, the named plaintiff in the Action.

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~~1.35~~^{1.38} 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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~~1.36~~^{1.39} 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

~~1.37~~^{1.40} 1.40 “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, 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. —the claims being released as described in Paragraph 5.2 below.

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~~1.38~~^{1.41} 1.41 “Released PAGA Claims” means all PAGA claims alleged, or reasonably could have been alleged, in the operative complaint in the Action and Plaintiff’s PAGA notice

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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. the claims being released as described in Paragraph 5.3 below.

1.391.42 "Released Parties" means ~~XYZ-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. each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns [subsidiaries] [affiliates].~~

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1.401.43 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.411.44 "Response Deadline" means ~~[e.g., 60]~~ 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.431.46 "Workweek" means any 7 consecutive days beginning on Sunday and ending on Saturday, in which a Class Member performed work for Defendants during the Class Period in California. a ny week during which a Class Member worked for XYZ for at least one day, during the Class Period.^{iv}

2. RECITALS.

2.1 On June 14, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency ("LWDA") and served the same on Defendant Kline Automotive, Inc.

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2.2 That same day, On, Plaintiff ~~commenced this Action by filing~~ filed a Class Action Complaint ("the Action") alleging 8 causes of action against XYZ-Defendant Kline Automotive for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 et seq; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 et seq; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide

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accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and (8) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802.

2.3 On August 19, 2024, Plaintiff filed a First Amended Complaint in the Action to assert an additional cause of action for violations of PAGA. ~~{The Complaint is the operative complaint in the Action (the “Operative Complaint.”)}~~ ~~{On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”).}~~ XYZ.

2.4 On January 22, 2026, Plaintiff filed the Second Amended Complaint ~~– (“Operative Complaint”)~~ to add RK Automotive, Inc., as an additional Defendant in the Action.

2.22.5 Defendants deny~~ies~~ the allegations in the Operative Complaint, deny~~ies~~ any failure to comply with the laws identified ~~in~~ in the Operative Complaint and deny~~ies~~ deny any and all liability for the causes of action alleged. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZ Defendants and the LWDA by sending the PAGA Notices.

2.6 On July 21, 2025, ~~–~~Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq., an experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action. ~~{or describe alternative means of negotiation}~~. ~~{describe alternative means of negotiation}~~

2.32.7 Prior to ~~mediation negotiating the Settlement,~~ Plaintiff obtained, through

~~formal informal discovery,~~ Defendants’ written policies and procedures and sampling of time and payroll records for the Class Members. ~~{documents, testimony and information obtained}~~. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.4 The Court ~~has has not granted class certification.~~

~~{insert details as needed}~~

2.52.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,

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~~XYZ-Defendants~~ promises to pay \$550,342.42 and no more as the Gross Settlement Amount ~~and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.~~ ~~XYZ-Defendants has have~~ no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ-Defendants~~.

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3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment ~~and any Individual PAGA Payment~~) the Class Representative is entitled to receive as a Participating Class Member). ~~XYZ-Defendants~~ will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Award, Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than ~~{16 court}~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and will defend and indemnify Defendants from any dispute or controversy regarding Plaintiff's tax obligations herein.

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~~3.2.1.3.2.2~~ To Class Counsel: A Class Counsel ~~Fees Payment~~ Award consisting of attorneys' fees of not more than 33% of the Gross Settlement Amount, %, which is currently estimated to be \$102,165.00 \$181,613 and a Class Counsel Litigation Expenses Payment litigation costs of not more than \$30,000. ~~XYZ-Defendants~~ will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Award Fees Payment and Class Litigation Expenses Payment no later than ~~{16 court}~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Award Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Award, Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Award Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Award Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZ-Defendants~~ harmless, and indemnifies ~~XYZ-Defendants~~, from and dispute or controversy

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regarding Class Counsels' tax obligations or any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administration ~~or~~ Expenses Payment not to exceed

3.2.3 \$5,250 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,250, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and

3.2.4 (b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period.

3.2.3-3.2.4.1 Tax Allocation of Individual Class Payments. 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 80%~~ of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g., interest and penalties]~~ (the "Non-Wage Portion").^{vi} 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.

3.2.3-3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. 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.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$26,000 to be paid from the Gross Settlement Amount, with 75% (\$19,500) allocated to the LWDA PAGA Payment and 25% (\$6,500) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount

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requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of ~~the data provided by Defendants, the Administrator calculated that its records to date, XYZ estimates~~ there are 183 Class Members who collectively worked a total of 12,911 Workweeks, and 154 Aggrieved Employees who worked a total of 9,449.14 PAGA Pay Periods.

4.2 Class Data. ~~On November 7, 2025, Not later than [e.g., 15] days after the Court grants Preliminary Approval of the Settlement, XYZ Defendants provided the Settlement Administrator with the Class Data. The Parties agree the Class Members' Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information of the Class Members. To the extent Class Counsel possesses or comes to possess the Class Members' Social Security numbers, Class Counsel shall return all such information (including copies, data, or information derived therefrom) within seven (7) calendar days of their possession of such information, shall not retain copies of such information, and shall not maintain or use such information for any purpose. The number of workweeks worked by all Class Members during the Class Period is based on Defendants' provided data. Defendants' workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable. will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.~~

4.3 Funding of Gross Settlement Amount. ~~XYZ Defendants~~ shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's Defendants'~~ share of payroll taxes by transmitting the funds to the Administrator within 30 days ~~no later than [14] days~~ after the Effective Date.

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4.4 Payments from the Gross Settlement Amount. Within ~~[154]~~ days after ~~XYZ Defendants~~ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel ~~Fees Payment~~Award, ~~the Class Counsel Litigation Expenses Payment~~, and the Class Representative Service Payment. Disbursement of the Class Counsel ~~Award Fees Payment~~, ~~the Class Counsel Litigation Expenses Payment~~ and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

~~4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to~~ the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).] ~~for to a Court-approved nonprofit organization or~~~~
~~4.4.3 Pres Recipient") ~~]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~~~

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ Defendants~~ to confer any additional benefits or

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make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when ~~XYZ Defendants~~ fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.

5.1 Plaintiff's Release. Plaintiff and his, ~~her, or their~~ 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 ~~[that occurred during the Class Period]~~, 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 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and, Plaintiff's PAGA Notices, ~~[or ascertained during the Action and released under 5.2, below]~~. ("Plaintiff's Release.") Plaintiff's 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, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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.

5.2 Release by Participating Class Members ~~Who Are Not Aggrieved Employees:~~
Upon final approval of the Settlement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, A all
Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,

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release Released Parties from ~~the Released Class Claims. (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 of this Agreement, Participating Class Members 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 occurring outside the Class Period.~~

5.3 Release by Non-Participating Class Members Who Are Aggrieved

Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims that occurred during the PAGA Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff’s² Operative Complaint, letter to the LWDA, and the Action, or which could have been alleged under the same or similar facts plead in Plaintiff’s letter to the LWDA or the Action. The Parties agree that Defendants shall be entitled to a release from LWDA for the Released PAGA Claims.

5.3 Release by Plaintiff and the State of California: Upon final approval of the Settlement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff and the State of California release the Released Parties from the Released PAGA Claims. Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 XYZ’s Defendants’ Declaration in Support of Preliminary Approval. ~~No more than one week prior to Plaintiff’s deadline to file his motion for preliminary approval of Settlement, Within days of the full execution of this Agreement, XYZ Defendants will prepare and deliver to Class Counsel a signed Declaration from XYZ Defendants and Defense Counsel, disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense~~

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Counsel and ~~XYZ-Defendants~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or the proposed Cy-Pres~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or~~ and the Administrator ~~and/or the proposed Cy-Pres~~; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator ~~and/or the Cy-Pres Recipient~~. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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6.26.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~30~~ 75 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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6.36.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise

satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

~~7.1~~ Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment,

7.1 Apex Class Action LLC 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.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

~~7.3.17.4~~ Notice to Class Members. ~~— No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.~~ Using best efforts to perform as soon as possible, and in no event later than [14] days after preliminary approval of the Settlement receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice [with Spanish translation, if applicable], substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

~~7.3.27.4.1~~ 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 a Class Member 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.

~~7.3.37.4.2~~ The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an

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additional [14] days beyond the [60] days 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.

7.3.47.4.3 If the Administrator, ~~XYZ-Defendants~~ or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an 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, which ever are later.

7.47.5 Requests for Exclusion (Opt-Outs).

7.4.17.5.1 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 [60] 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 his/her/their representative that reasonably communicates the Class Member's election to be excluded from the 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.

7.4.27.5.2 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.

7.5.3 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 under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an

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Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have {60} days after the Administrator mails the Class Notice (plus an additional {14} days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.5.7.7 Objections to Settlement.

7.5.17.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel ~~Fees~~ ~~Payment, Class Counsel Litigation Expenses PaymentAward~~ and/or Class Representative Service Payment.

7.5.27.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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 {60} days after the Administrator's mailing of the Class Notice (plus an additional {14} days for Class Members whose Class Notice was re-mailed).

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

7.6.7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.6.17.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of

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interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel ~~Award, Fees Payment, Class Counsel Litigation Expenses Payment~~ and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 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 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class 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).

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7.6.27.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, 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 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include ~~provide~~ the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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7.6.37.8.4 Workweek and/or 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.6.47.8.5 Administrator’s Declaration. Not later than [14] days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class 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 Class Members, 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. Class Counsel is responsible for filing

the Administrator's declaration(s) in Court.

~~7.6.5~~7.8.6 Final Report by Settlement Administrator. Within ~~[10]~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class 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, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]. ~~At the time of mediation, Defendants represented that the Class was comprised of approximately 98 individuals who collectively worked approximately 6,811 Workweeks during the Class Period. The Parties' agreed that if the actual number of workweeks worked during the Class Period were to exceed the above number by more than 10%, the Gross Settlement Amount would be increased by the percentage over 111% of the increased workweeks. For example, if the total workweeks in the Class Period are 115% of 6,811, the Gross Settlement would increase by 5%. On November 7, 2025, Defendants provided the Settlement Administrator with the Class Data. Using the Class Data, the Settlement Administrator calculated that there are 183 Class Members who worked 12,911 Workweeks. Thus, the Gross Settlement Amount was increased by \$243,847.42. As a result, the Gross Settlement Amount is \$550,342.42.~~

~~9. Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are Class Members and Total Workweeks during the Class period and (2) there were Aggrieved Employees who worked Pay Periods during the PAGA Period.~~

~~**10.9. XYZ'S RIGHT TO WITHDRAW. If either (i) 10% or more of the Settlement Class members, or, (ii) Settlement Class members whose combined share of the Net Settlement Amount equals 10% or more, elect not to participate in the Settlement by submitting a valid Request for Exclusion, Defendant may, at its election,**~~ If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, XYZ ~~Defendants~~ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ Defendants~~ withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ-Defendants~~ will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZ-Defendants~~ must notify Class Counsel and the Court of its election to withdraw not later than ~~[seven]~~ days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11.10. MOTION FOR FINAL APPROVAL. Not later than ~~[16]~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed

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Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~seven~~ 3 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~11.4.10.1~~ 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 no later than ~~five~~ 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~11.2~~10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel ~~Fees Payment, Class Counsel Litigation Expenses Payment~~ Award t and/or Administration or Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~11.3~~10.3 Continuing Jurisdiction of the Court. The Parties agree that ~~after entry of Judgment, the Court will shall retain continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement administration matters and (iii) addressing such post-Judgment matters as are permitted and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by law: all parties until the entry of the final approval order and judgment, or if not entered, the date this Agreement shall no longer be of any force or effect.~~

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel ~~Fees Award Payment and Class Counsel Litigation Expenses Payment~~ set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as 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. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

~~11.4~~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

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scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless 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. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12.11. 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 and a proposed amended judgment.

13.12. ADDITIONAL PROVISIONS.

13.12.1 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 ~~XYZ-Defendants~~ that any of the allegations in the Operative Complaint have merit or that ~~XYZ-Defendants~~ has have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ~~XYZ's-Defendants'~~ defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, ~~Defendants XYZ~~ reserves the right to contest certification of any class for any reasons, and ~~Defendants XYZ~~ reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ~~Defendants' XYZ's~~ defenses. The Settlement, this Agreement and 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 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, ~~Defendants XYZ~~ and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~Defendants XYZ~~ and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the

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matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.212.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.312.4 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.

13.412.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~Defendants XYZ~~, 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.

13.512.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. 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.

13.612.7 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.

13.712.8 No Tax Advice. Neither Plaintiff, Class Counsel, ~~Defendants XYZ~~ 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.

13.812.9 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 their representatives and approved by the Court.

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

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~~13.4~~~~12.11~~ Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

~~13.4~~~~12.12~~ 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.

~~13.4~~~~12.13~~ Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~13.4~~~~12.14~~ Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants XYZ in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants XYZ—unless, prior to the Court's discharge of the Administrator's obligation, Defendants XYZ makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

~~13.4~~~~12.15~~ 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.

~~13.4~~~~12.16~~ 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.

~~13.4~~~~12.17~~ Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

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

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ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-255-9047
shani@zakaylaw.com

To ~~XYZ~~Defendant:

KAUFMAN DOLOWICH LLP
425 California Street, Suite 2100
San Francisco, CA 94104
T: (415) 926-7600
kcatlos@kaufmandolowich.com-

~~13.17~~**12.18** Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~13.18~~**12.19** Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

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____ For Plaintiff ____ For XYZ

(date)

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____ Counsel for Plaintiff ____ Counsel for XYZ

(date)

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

ELISEO FUENTES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

KLINE AUTOMOTIVE, INC.

Printed Name

Title

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

RK AUTOMOTIVE, INC.

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____
Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

KAUFMAN DOLOWICH LLP

By: _____
Attorneys for Defendants

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EXHIBIT A

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COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING -
DATE FOR FINAL COURT APPROVAL

Eliseo Fuentes v Kline Automotive, Inc., Case No. 24STCV15011

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against Kline Automotive, Inc. ("Defendant Kline Automotive") and RK Automotie, Inc. ("Defendant RK Automotive") (collectively, "Defendants") (abbreviate name; "XYZ" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a ~~former~~ XYZ-employee, Eliseo Fuentes ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of 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 during the Class Period (April 8, 2021 through August 14, 2025) [e.g., hourly] employees ("Class Members") who worked for XYZ during the Class Period to; and (2) penalties under the California Private Attorney General Act ("PAGA") for 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 during the PAGA Period (June 14, 2023 through August 14, 2025) [e.g., hourly] employees who worked for XYZ during the PAGA Period (to) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring XYZ Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring XYZ Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on XYZ's-Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to XYZ's-Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on XYZ's-Defendants' records showing that **you worked [redacted] workweeks** during the Class Period and **you worked [redacted] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment

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that requires ~~XYZ-Defendants~~ to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ~~XYZ-Defendant~~.

If you worked for ~~XYZ-Defendant Kline Automotive and/or Defendant RK Automotive~~ during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ~~XYZ-Defendants~~.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ~~XYZ-Defendants~~, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

~~XYZ-Defendants~~ will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against XYZ-Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. XYZ-Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or
Written Objections Must be Submitted by	

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	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to <u>XYZ's Defendants'</u> records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
Written Challenges Must be Submitted by	

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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a [n] [former] XYZ-employee of Defendants. The Action accuses XYZ-Defendants of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: JCL Law Firm, APC, and Zakay Law Group, APLC ("Class Counsel.")

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XYZ-Defendants strongly deny ies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether XYZ-Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and XYZ-Defendants hired an experienced, neutral mediator a retired judge in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and XYZ-Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, XYZ-Defendants does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) XYZ-Defendants

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~~has~~have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ~~XYZ-Defendants~~ Will Pay \$550,342.42 as the Gross Settlement Amount (Gross Settlement). ~~XYZ-Defendants~~ ~~has~~have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, ~~XYZ-Defendants~~ will fund the Gross Settlement not more than 30~~[+4]~~ days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$181,613— [33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,250 to the Administrator for services administering the Settlement.
 - D. Up to \$26,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and XYZ-Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to ~~[e.g., interest, etc.]~~ interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~[Option 1: (XYZ-Defendants will separately pay employer payroll taxes it owes on the Wage Portion.)]~~ The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and XYZ-Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies

☐ will be deposited with the California Controller’s Unclaimed Property Fund in your name.

~~☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~

~~[If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.]~~

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZ-Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

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themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments, ~~and are required to give up their right to assert PAGA claims against XYZ based on the PAGA Period facts alleged in the Action.~~

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and ~~XYZ Defendants~~ have agreed that, in either case, the Settlement will be void: ~~XYZ Defendants~~ will not pay any money and Class Members will not release any claims against ~~XYZ Defendants~~.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. Upon final approval of the Settlement and funding of the Gross Settlement Amount, After the Judgment is final and XYZ has fully funded the Gross Settlement [Option 1: (and separately paid all employer payroll taxes)], Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against ~~XYZ Defendants~~ or related entities for wages based on the Class Period facts ~~and PAGA penalties based on PAGA Period facts,~~ as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon final approval of the Settlement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Defendants, and each of their past, present, and/or future, direct, and/or indirect, officers, directors, 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. (“Released Parties”) from 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”). Released Class Claims expressly exclude all other claims, including claims for

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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.

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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members 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 occurring outside the Class Period.^{viii}

10. Aggrieved Employees' PAGA Release PAGA Release by Plaintiff and the LWDA. Upon final approval of the Settlement and funding of the Gross Settlement Amount After the Court's judgment is final, and XYZ has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff, on behalf of the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. all Aggrieved Employees will be barred from asserting PAGA claims against XYZ, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against XYZ or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Release by Plaintiff on behalf of the LWDA and the State of California is The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Upon final approval of the Settlement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff, on behalf of the LWDA and the State of California release Defendants, and each of their past, present, and/or future, direct, and/or indirect, officers, directors, 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. ("Released Parties") from all PAGA claims 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 ("Released PAGA Claims").

All Participating and Non-Participating Class Members who are Aggrieved Employees

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~~are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing ~~\$6,500~~ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ~~XYZ's-Defendants'~~ records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ~~XYZ's-Defendants'~~ calculation of Workweeks and/or Pay Periods based on ~~XYZ's-Defendants'~~ records 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. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ~~XYZ's-Defendants'~~ Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your

address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Eliseo Fuentes v. Kline Automotive, Inc., Case No. 24STCV15011, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ~~XYZ-Defendants~~ are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for ~~Class Counsel Award and Class Representative Service Payment Fees, Litigation Expenses and Service Award~~ stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service ~~Award~~Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://apexclassaction.com/> or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Award and Class Representative Service Payment Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action Eliseo Fuentes v Kline Automotive, Inc., Case No. 24STCV15011 and include your name, current address, telephone number and approximate dates of employment for ~~[XYZ]~~ Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

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8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] am/pm (time) in Department [redacted] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://apexclassaction.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything XYZ-Defendants and Plaintiff 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 Apex Class Action LLC's website at <https://www.apexclassaction.com/> (specify entity) website at (url).

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) [confirm] and entering the Case Number for the Action, Case No. 24STCV15011.

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. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Spring Street Courthouse by calling [redacted] (213) 830-0800.

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DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Class Counsel:
Name of Attorney:
Email Address:
Name of Firm:
Mailing Address:
Telephone:

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

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-255-9047
shani@zakaylaw.com

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Tel: 1-800-355-0700Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void,

☐ you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

☐ ~~you will have no way to recover the money.~~

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

~~ⁱ This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

~~ⁱⁱ Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive~~

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consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94-95, internal quotation marks omitted.)

ⁱⁱⁱ See endnote ii above.

^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^v The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vi} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code section 226, subdivision (a) claim.)

^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ's estimates.

^{viii} Releases in Notice should track the releases in the Settlement Agreement.

EXHIBIT 3

EXHIBIT 4

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 Western 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, Inc., 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);