

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
Perssia Razma (State Bar #351398)  
John L. Nitti (State Bar #330752)  
Carolina Faccin (State Bar #340855)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
[prazma@jcl-lawfirm.com](mailto:prazma@jcl-lawfirm.com)  
[jnitti@jcl-lawfirm.com](mailto:jnitti@jcl-lawfirm.com)  
[cfaccin@jcl-lawfirm.com](mailto:cfaccin@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Jackland K Hom (State Bar #327243)  
Jaclyn Joyce (State Bar #285124)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

ELISEO FUENTES, an individual, on behalf of  
himself, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

KLINE AUTOMOTIVE, INC., a Minnesota  
corporation; RK Automotive, INC., a Minnesota  
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 24STCV15011

**[PROPOSED] ORDER GRANTING  
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           This matter comes before the Honorable David S. Cunningham III of the Superior Court of the  
2 State of California, in and for the County of Los Angeles, at 9:30 a.m. on April 8, 2026, with Jean-  
3 Claude Lapuyade, Esq., of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC  
4 as counsel for Plaintiff Eliseo Fuentes (“Plaintiff”), and Katherine S. Catlos, Esq., of Kaufman  
5 Dolowich LLP appearing for Defendant Kline Automotive, Inc., (“Defendant Kline Automotive”) and  
6 Defendant RK Automotive, Inc. (“Defendant RK Automotive”) (collectively, “Defendant” and/or  
7 “Defendants”). The Court, having carefully considered the briefs, argument of counsel and all the  
8 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for  
9 Preliminary Approval of Class Action and PAGA Settlement.

10           **IT IS HEREBY ORDERED:**

11           1.       The Court preliminarily approves the Class Action and PAGA Settlement Agreement  
12 and Class Notice (hereinafter “Settlement Agreement” or “Agreement”), a true and correct copy of  
13 which is attached to the Declaration of Jean-Claude Lapuyade, Esq. in Support of Plaintiff’s Motion  
14 for Preliminary Approval of Class Action and PAGA Settlement as Exhibit 1. This is based on the  
15 Court’s determination that the Settlement Agreement is within the range of possible final approval,  
16 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California  
17 Rules of Court, rule 3.769.

18           2.       This Order incorporates by reference the definitions in the Settlement Agreement, and all  
19 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

20           3.       Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
21 Defendants shall pay is Five Hundred Fifty-Thousand Three Hundred Forty-Two Dollars and Forty-  
22 Two Cents (\$550,342.42). It appears to the Court on a preliminary basis that the settlement amount and  
23 terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable  
24 outcome of further litigation relating to certification, liability, and damages issues. It further appears  
25 that investigation and research have been conducted such that counsel for the Parties are able to  
26 reasonably evaluate their respective positions. It further appears to the Court that settlement at this time  
27 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be  
28 presented by the further prosecution of the litigation. It further appears that the Settlement has been

1 reached as the result of intensive, serious, and non-collusive arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of  
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
6 reasonable when balanced against the probable outcome of further litigation relating to certification,  
7 liability, and damages issues.

8 5. The Agreement specifies for a Class Counsel Award in the amount of up to Two Hundred  
9 Eleven Thousand Six Hundred Thirteen Dollars and Zero Cents (\$211,613.00) comprised of 33% of  
10 the Gross Settlement Amount for attorney's fees, or \$181,613.00, *and* litigation expenses of up to  
11 \$30,000.00, to be paid to Class Counsel, as well as proposed Class Representative Service Payment to  
12 the Class Representative, Eliseo Fuentes, in an amount of not more than Ten Thousand Dollars and  
13 Zero Cents (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court  
14 will not approve the Class Counsel Award or Class Representative Service Payment until the Final  
15 Approval Hearing.

16 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of  
17 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
18 proceeding should this Settlement not become final. For settlement purposes only, the Court  
19 conditionally certifies the following Class:

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

25 7. "Aggrieved Employees" means all persons who are or previously were employed by  
26 Defendant in California and classified as non-exempt, exempt, piece-rate based, and/or commission-  
27 based employees at any time between June 14, 2023, through August 14, 2025 (the "PAGA Period").

28 8. The Court concludes that, for settlement purposes only, the Class meets the requirements

1 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
2 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
3 common questions of law and fact predominate, and there is a well-defined community of interest  
4 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the  
5 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
6 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other  
7 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
8 to act as counsel for the Class Representative in his individual capacity and as the representative of the  
9 Class Members.

10 9. The Court provisionally appoints Plaintiff Eliseo Fuentes as Class Representative.

11 10. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
12 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

13 11. The Court hereby approves, as to form and content, the Court Approved Notice of Class  
14 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the  
15 Agreement as Exhibit “A”. The Court finds that the notice appears to fully and accurately inform the  
16 Class Members and Aggrieved Employees of all material elements of the proposed Settlement,  
17 including the right of any Class Member to be excluded from the Class by submitting a written request  
18 for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court  
19 further finds that the distribution of the notices substantially in the manner and form set forth in the  
20 Agreement and this Order meets the requirements of due process, is the most reasonable notice under  
21 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The  
22 Court orders the mailing of the notice by first class mail, pursuant to the terms set forth in the  
23 Agreement.

24 12. The Court hereby appoints Apex Class Action, LLC as Administrator. Within fourteen  
25 (14) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail  
26 copies of the Notice Packet to all Class Members via first-class USPS mail.

27 13. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
28 Settlement. Any Class Member may individually choose to opt out of and be excluded from the

1 Settlement as provided in the Notice by following the instructions for requesting exclusion from the  
2 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must  
3 be postmarked or received by the Response Deadline which is 60 calendar days after the date the Class  
4 Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than fourteen  
5 (14) calendar days from the date of re-mailing of the Notices. Any such person who chooses to opt out  
6 of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under  
7 the class portion of the Settlement and will not be bound by the class portion of the Settlement, or have  
8 any right to object, appeal or comment thereon. However, even if an individual opts out of the class  
9 portion of the Settlement, they will still be bound by the PAGA portion of the Settlement, including the  
10 Released PAGA Claims. Class Members who have not requested exclusion shall be bound by all  
11 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out  
12 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of  
13 individuals is not permitted and will be deemed invalid.

14 14. Any Class Member who has not opted out may appear at the final approval hearing and  
15 may object or express the Class Member's views regarding the Settlement and may present evidence  
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined  
17 by the Court as provided in the Notice. Class Members will have 60 calendar days from the date the  
18 Administrator mails the Class Notice to postmark their written objections to the Administrator.

19 15. A hearing on both Plaintiff's Motion for Final Approval of Class Action and PAGA  
20 Settlement and Plaintiff's Motion for Class Counsel Award and Class Representative Service Payment  
21 shall be held before this Court on \_\_\_\_\_ at \_\_\_\_\_ A.M./P.M. in Department 11 of the  
22 Los Angeles County Superior Court to determine all necessary matters concerning the Settlement,  
23 including: whether the proposed settlement of the Action on the terms and conditions provided for in  
24 the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether  
25 an Order Granting Final Approval should be entered herein; whether the plan of allocation contained  
26 in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally  
27 approve the Class Counsel Award, Class Representative Service Payment, and the Administration  
28 Expenses Payment. All papers in support of the motion for final approval and the motion for Class

1 Counsel Award and Class Representative Service Payment shall be filed with the Court and served on  
2 all counsel no later than 16 court days before filing the Motion for Final Approval.

3 16. In the event the Settlement does not become effective in accordance with the terms of the  
4 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
5 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,  
6 and the Parties shall revert to their respective positions as of before entering into the Agreement. In  
7 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,  
8 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to  
9 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it  
10 is not approved.

11 17. Pending final determination of whether the Settlement should be approved, the Class  
12 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,  
13 intervening in, instigating or in any way participating in the commencement or prosecution of any  
14 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting  
15 any claims that are, or relate in any way to, the Release Class Claims, unless and until they submit a  
16 timely request for exclusion pursuant to the Agreement.

17 18. The Court reserves the right to adjourn or continue the date of the final approval hearing  
18 and all dates provided for in the Agreement without further notice to Class Members and retains  
19 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

20 Dated: \_\_\_\_\_

21 JUDGE OF THE SUPERIOR COURT