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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CRASH CHAMPIONS WAGE AND HOUR CASES *Maria Vazquez v. MT Collision Centers, Inc.*, Los Angeles County Court Case No. 22STCV34689 *Arturo Basulto v. MT Collision Centers, LLC*, Orange County Court Case No. 30-2023-01340093 *Jose Maravilla v. Crash Champions, LLC*, Los Angeles County Superior Court Case No. 24STCV00728 *Jose Maravilla v. Crash Champions, LLC*, Los Angeles County Superior Court Case No. 24STCV07635 *Anthony Rodarte v. Crash Champions, LLC*, Santa Clara County Superior Court Case No. 24CV432852	JCCP Case No. JCCP5340 **DECLARATION OF SHANI O. ZAKAY, ESQ. IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 9, 2026 Time: 10:00 a.m. Judge: Hon. Timothy Patrick Dillon Dept.: 15

I, Shani O. Zakay, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of Zakay Law Group, APLC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiffs Maria Vazquez in this wage and hour class action filed against Defendants Crash Champions, LLC, MT Collision Centers, Inc., and MT Collision Centers, LLC ("Defendants").

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

3. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed Second Amended Joint Stipulation of Class and PAGA Settlement and Release (the "Agreement").

4. Attached hereto as **Exhibit "B"** is a true and correct copy of this Court's July 30, 2026, Order granting preliminary approval**.**

5. Attached hereto as **Exhibit "C"** is a true and correct copy of the March 18, 2026, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "D"** is a true and correct copy of the November 10, 2026, proof of filing this motion seeking final approval of this Settlement with the LWDA.

7. Attached hereto as **Exhibit "E"** is a true and correct copy of the Zakay Law Group, APLC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

I. INTRODUCTION

8. An objective evaluation of the proposed settlement of Four Million Two Hundred Fifty Thousand Dollars and Zero Cents ($4,250,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is the product of informed, adversarial, and non-collusive negotiations between experienced counsel, presided over by the Hon. Brian C. Walsh (Ret.), a respected wage and hour mediator. After deducting any Court-approved attorneys' fees and costs, the Representative Enhancement Awards, the Settlement Administration Costs, and the PAGA Settlement Fund, the

Net Settlement Amount shall be distributed to the Settlement Class based on the number of Workweeks they worked during the Class Period.

9. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (see infra). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

II. OVERVIEW OF THE LITIGATION

10. On April 24, 2024, the Parties to all five of the above-named actions participated in a full day mediation with the Hon. Brian C. Walsh (Ret.). Mediation concluded without a settlement. On July 10, 2024, Named Plaintiffs subsequently moved to coordinate the five separate cases. On August 1, 2024, the Parties again participated in mediation with the Hon. Brian C. Walsh (Ret.), and again, were unable to reach a settlement. On September 15, 2024, Defendants filed their opposition to Named Plaintiffs' petition to coordinate.

11. On October 8, 2024, the court ordered the cases coordinated under the title Crash Champions Wage and Hour Cases (Judicial Council Coordination Proceeding No. 5340).

12. The Parties subsequently continued settlement negotiations with the aid of the mediator, the Hon. Brian C. Walsh (Ret.), and reached a global settlement of the coordinated five actions. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

13. Subject to the Court's approval, Class Counsel seek Attorneys' Fees of $1,416,666.67, which is one-third of the Gross Settlement Amount, and $39,756 in litigation expenses. Class Counsel will split the fees as follows: 30% to JCL Law Firm, APC; 30% to Zakay Law Group, APLC; 25% to Mooradian Law, APC; 7.5% to Lavi & Ebrahimian, LLP; and 7.5% to E&L, LLP. Each of the Named Plaintiffs has agreed to this fee split in writing.

A. Class Counsel Conducted A Thorough Investigation

14. As detailed in the motion for preliminary approval, Class Counsel thoroughly

investigated the Class Members' claims, the applicable law, and potential defenses. Class Counsel began their pre-filing investigations months before filing the five separate actions. Class Counsel assessed the value of the class claims using data and documents provided by Defendants through informal discovery. Class Counsel obtained a sample of time and payroll records for the Class Members, aggregate workweek and pay period data, aggregate meal premiums paid, the average hourly rate for the Class Members, and copies of applicable handbooks, policies, and agreements, as well as data regarding the number of Class Members to assess damages before mediation. Class Counsel retained Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data to formulate damage models estimating Defendants' liability exposure. Class Counsel's investigation, research, experience, and damage models informed and guided the mediated negotiations that resulted in this settlement. Accordingly, Plaintiffs' Counsel fully understood the strengths and weaknesses of the class claims before the parties reached a settlement.

B. The Parties Settled After Two Mediations

15. On April 24, 2024, the Parties to all five actions conducted a full day of mediation with the Hon. Brian C. Walsh (Ret.), who 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 Judge Walsh's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluations of the damages. However, the mediation concluded without a settlement. On August 1, 2024, the Parties participated in a second mediation with the Hon. Brian C. Walsh (Ret.), which also concluded without a settlement. Judge Walsh continued to communicate with the Parties after the second mediation, and through those continued mediated negotiations the Parties reached a global settlement of the five coordinated actions and executed a Memorandum of Understanding. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

C. Class Counsel is Experienced in Similar Litigation

16. Class Counsel in this matter has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated

similar wage and hour class actions involving similar claims. Class Counsel has been approved as class counsel in similar wage and hour class actions throughout the State of California. As such, courts throughout California have deemed Class Counsel experienced and knowledgeable in this area of law. Class Counsel has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

17. My firm has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. My firm has previously litigated similar wage and hour class actions involving similar claims. My firm has been approved as class counsel in similar wage and hour class actions throughout the State of California. As such, courts throughout California have deemed my firm experienced and knowledgeable in this area of law. My firm has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

18. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and correct copy of which is attached hereto as **Exhibit E**. Some of the major cases my firm has undertaken are also set forth in **Exhibit E.** I have had class litigation experience, mostly in the area of employment class actions, unfair business practices, and other complex litigation. I have experience in cases involving labor code violations and wage and hour claims. I have litigated similar wage and hour cases against other employers on behalf of employees. I have been approved as experienced class counsel in courts throughout California. It is this level of experience which enabled my firm to undertake the instant matter and to successfully combat the resources of the defendants and its capable and experienced counsel.

D. The Gross Settlement Amount is Fair and Reasonable

19. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of $4,250,000.00 represents a discount on Defendants' potential exposure *if* Plaintiffs established liability on all claims and were awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the

formidable defenses raised by Defendants presented a risk that the court could either find no liability on some or all claims and/or award significantly less in damages than Plaintiffs' estimate even if Plaintiffs established liability and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

20. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents a recovery of 28% of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

21. Class Counsel requested a sample that would provide a 95% confidence level with a margin of error less than 5%. Based on this criterion, Class Counsel ultimately accepted a sample of time and payroll records of 14.3% of the Class Members for purposes of determining Defendants' liability at the time of mediation.

22. Clearly, the goal to obtain redress for the class has been reached by this Settlement. Given the amount of the Gross Settlement Amount, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final approval.

E. The Strength of Plaintiffs' Case and Risks of Continued Litigation

23. Although Class Counsel believes strongly in Named Plaintiffs' claims, it would be misguided to ignore the asserted defenses. If successful on any one of their defenses, Defendants could defend the action or, at least, drastically undercut Named Plaintiffs' claims.

24. 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).

25. Further, even if a class is certified, liability remains uncertain. The risks attendant to the issue of the defendant's 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 of the 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.").

26. Although Named Plaintiffs are confident about the strength of their claims, Named Plaintiffs nevertheless recognize that Defendants have factual and legal defenses that, if successful, would potentially defeat or significantly impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Named Plaintiffs' claims and, in fact, already has.

27. The Named Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendants through possible appeals, which could take years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Named Plaintiffs and Class Counsel believe that the Settlement confers

substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Named Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

IV. THE PENALTIES UNDER PAGA ARE REASONABLE

28. Here, Named Plaintiffs and Defendants negotiated a good faith PAGA Settlement Fund of $200,000.00, which is approximately 4.7% of the Gross Settlement Amount. Agreement, ¶ 12. As illustrated above, this amount falls well within the range of approved PAGA settlements. Seventy-five percent (75%) of the PAGA Settlement Fund ($150,000.00) will be paid to the LWDA (the "LWDA Payment"), and the remaining twenty-five percent (25%) ($50,000.00), the Aggrieved Employee Settlement Fund, will be distributed to PAGA Recipients as Individual PAGA Payments. Agreement, ¶¶ 12, 25, 26. This allocation is within the range of PAGA penalties approved by courts and should be approved. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval with the LWDA.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of November at San Diego, California.

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for PLAINTIFFS

EXHIBIT A

SECOND AMENDED JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT AND RELEASE

Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)

This Second Amended Settlement Agreement sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Second Amended Settlement Agreement.

In consideration of the promises and warranties set forth in this Second Amended Settlement Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Named Plaintiffs, individually on behalf of themselves and on behalf of the Class Members and PAGA Recipients and LWDA interests, on the one hand, and Defendants on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this Second Amended Settlement Agreement.

This Second Amended Settlement Agreement (hereinafter the "Amended Settlement Agreement") is entered into without any admission of liability and Defendants expressly deny any wrongdoing or liability to Named Plaintiffs, the Class Members, the PAGA Recipients, and the LWDA.

A. PARTIES AND SCOPE

1. "Named Plaintiffs" mean collectively: Maria Vazquez, Arturo Basulto, Jose Maravilla, and Anthony Rodarte.

2. "Defendants" mean, collectively Crash Champions, LLC, MT Collision Centers, Inc., and MT Collision Centers, LLC.

3. The Parties" means Named Plaintiffs and Defendants, collectively.

4. "The Action" means all of the following pending lawsuits, collectively: *Maria Vazquez v. MT Collision Centers, Inc., et al*. (Los Angeles County Superior Court Case No. 22STCV34689), *Arturo Basulto v. MT Collision Centers LLC et al*., (Orange County Superior Court Case No. 30-2023-01340093-CU-OE-CXC), *Jose Maravilla v. Crash Champions, LLC*, (Los Angeles County Superior Court Case No. 24STCV00728), *Jose Maravilla v. Crash Champions, LLC*, (Los Angeles County Superior Court Case No. 24STCV07635) and *Anthony Rodarte v. Crash Champions, LLC*, (Santa Clara County Superior Court Case No. 24CV432852), which have been coordinated under the title of "Crash Champions Wage and Hour Cases (Judicial Council Coordination Proceeding No. 5340") before the Los Angeles County Superior Court.

5. "The Complaint" means, collectively, all of the operative pleadings filed by Named Plaintiffs in the Action. This includes causes of action for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code

§§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.]; (10) Failure to Timely Pay Vacation Wages at Termination; (11) Failure to Provide Sick Pay in Violation of Cal. Lab. Code §246; (12) Failure to Timely Pay Earned Wages During Employment; (13) Failure to Pay Vacation Wages; and (14) Unlawful Deductions.

6. "Class Period" means the period of time from October 31, 2018 through September 2, 2024.

7. "PAGA Period" means the period of time from August 24, 2021 through September 2, 2024.

8. "Class Member" or "Class Members" mean all persons who are employed or have been employed by Defendants as a non-exempt employee, including non-exempt employees of entities acquired by Defendants who worked for Defendants, in the State of California during the Class Period.

9. "PAGA Recipient" or "PAGA Recipients" means all persons who are employed or have been employed by Defendants in the state of California as a non-exempt employee during the PAGA Period.

10. The "Settlement Class" or "Settlement Class Members" means all Class Members who do not submit a timely Request for Exclusion.

B. ESSENTIAL MONETARY TERMS

11. "Gross Settlement Amount" ("GSA") means the amount of Four Million Two Hundred and Fifty Thousand Dollars and Zero Cents (**$4,250,000.00**) that Defendants will pay, except if Defendants choose to exercise the Escalator Clause as provided in Paragraph 77, if the Court approves the Amended Settlement Agreement, and the Effective Date occurs. The GSA will fund: (a) the Net Settlement Amount, (b) the PAGA Settlement Fund; (c) the award of Attorney's Fees; (d) the award of Attorney's Costs; (e) the Representative Enhancement Award; and (f) the Settlement Administration Costs.

12. "PAGA Settlement Fund" means the amount of Two Hundred Thousand Dollars and Zero Cents (**$200,000.00**) which shall be deducted from the Gross Settlement Amount and allocated to penalties pursuant to the Private Attorneys General Act and which will be distributed as follows: 75% to the Labor and Workforce Development Agency ("LWDA") and 25% to PAGA Recipients.

13. "Attorneys' Fees" means such attorneys' fees as the Court may award to Class

Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed one-third of the GSA, currently estimated to be One Million Four Hundred and Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (**$1,416,666.67**). This amount will cover any and all work performed and any and all attorneys' fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys' fees incurred to date; and all work to be performed and attorneys' fees to be incurred in connection with obtaining the Court's approval of the Amended Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Fees will be funded by the GSA.

14. "Attorneys' Costs" means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Sixty Thousand Dollars and Zero Cents (**$60,000.00**). This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court's approval of this Amended Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Costs will be funded by the GSA.

15. "Representative Enhancement Award" means such compensation as the Court may award to Named Plaintiffs for their efforts during the Action, in an amount of up to Ten Thousand Dollars and Zero Cents (**$10,000.00**) for each of the Named Plaintiffs. The Representative Enhancement Award will be funded by the GSA and shall be in addition to any Individual Class Payment and any Individual PAGA Payment issued to Named Plaintiffs.

16. "Settlement Administration Costs" means the amount from the GSA which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, and which are currently estimated as not exceeding Twenty Four Thousand Nine Hundred Ninety Dollars and Zero Cents (**$24,990.00**).

C. ADDITIONAL DEFINITIONS

17. "Amended Settlement Agreement," "Settlement" or "Agreement" means the Amended Joint Stipulation of Settlement of Class Action and PAGA Settlement and Release.

18. "Class Action Settlement" means all claims brought by Named Plaintiffs in the Action, with the exception of Named Plaintiffs' claim for civil penalties brought under the Private Attorneys General Act ("PAGA").

19. "PAGA Claim Settlement" means the settlement of Named Plaintiffs' claims for civil penalties brought under PAGA.

20. "Court" means the Los Angeles County Superior Court, where the Action have been coordinated under the title of "Crash Champions Wage and Hour Cases (Judicial Council Coordination Proceeding No. 5340)" is venued and specifically the courtroom or department

where the coordination trial judge appointed by the Chair of the Judicial Council assigned to Judicial Council Coordination Proceeding No. 5340 sits.

21. "Class List" means the list of full names, most recent mailing addresses, most recent telephone numbers, and Social Security numbers, and number of pay periods and workweeks as non-exempt employees, as available, for all Class Members, which Defendants will diligently and in good faith compile from their records.

22. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to each Class Member in English with Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

23. "Response Deadline" means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later. If more than 5% of the Settlement Class opts-out, Defendants can terminate the Settlement.

24. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount minus (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorney's Fees to Class Counsel; (d) the award of Attorney's Costs to Class Counsel; (e) the Representative Enhancement Award to Named Plaintiffs; and (f) the Settlement Administration Costs.

25. "LWDA Payment" means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

26. "Aggrieved Employee Settlement Fund" means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the Aggrieved Employee Settlement Fund.

27. "Individual Class Payment" means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of workweeks worked during the Class Period in relation to other Settlement Class Members.

28. "Individual PAGA Payment" means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be calculated proportionately for each PAGA Recipient based on the number of workweeks each PAGA Recipient worked during the PAGA Period in relation to other PAGA Recipients.

29. "Total Class Period Workweeks" means the sum of all workweeks worked by all

Settlement Class Members as a non-exempt hourly employee in California during the Class Period.

30. "Class Period Workweek Value" means the quotient of the Net Settlement Amount divided by the Total Class Period Workweeks.

31. "Total PAGA Period Workweeks" means the sum of all workweeks worked by all PAGA Recipients as a non-exempt hourly employee in California during the PAGA Period.

32. "PAGA Period Workweek Value" means the quotient of the Aggrieved Employee Settlement Fund divided by the Total PAGA Workweeks.

33. "Void Date" means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the payment checks will no longer be valid and negotiable.

34. "Defense Counsel" means Gregory G. Iskander and Daniel XuLi of Littler Mendelson, P.C.

35. "Class Counsel" means, collectively: Shani O. Zakay and Jackland K. Hom of Zakay Law Group, APLC; Jean-Claude Lapuyade of JCL Law Firm, APC; Zorik Mooradian and Haik Hacopian of Mooradian Law, APC; Joseph Lavi, Vincent C. Granberry, Jovahn Wiggins and James Clark of Lavi & Ebrahimian, LLP; and David Lavi and Arie Ebrahimian of E&L, LLP.

36. "Settlement Administrator" means Apex Class Action LLC, the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering the Settlement.

37. "Settlement Approval" means the settlement approval order and judgment that will be entered by the Court.

38. "Settlement Fund Account" means the bank account established by the Settlement Administrator in accordance with the terms of the Amended Settlement Agreement, from which all monies payable under the terms of the Amended Settlement Agreement shall be paid, as set forth herein.

E. STIPULATION TO CLASS CERTIFICATION

39. Solely for the purposes of this Settlement, the Parties stipulate and agree that for the Settlement to occur, the Court must certify the following class as to all non-PAGA claims that have been asserted: all persons who are employed or have been employed by Defendants in the State of California as a non-exempt employee during the Class Period. Should the Amended Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in the Amended Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

F. RELEASES

40. "Released Parties" means Defendants and any of their subsidiaries, predecessors, successors, members, managers, affiliates, acquired entities, and otherwise related entities, and any of its past, present and/or future, direct and/or indirect, officers, directors, partners, investors, shareholders, administrators, parent companies, divisions, assigns, and joint ventures.

41. "Released Class Claims" means all causes of action and claims, charges, complaints, liens, and/or demands, that were alleged in the Complaint or reasonably could have been alleged or pled based on the allegations, the facts, statutory citation or legal theories contained in the Complaint, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek) and any theory of failure to pay any and all wages for all time worked; failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to reimburse business expenses; failure to provide complete and accurate wage statements; failure to timely pay wages upon termination; failure to keep accurate and complete payroll records; and unfair competition; (B) any claim brought under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.4, 248.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2800, 2802, and 2810.5 and all related provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, and the California Business & Professions Code sections 17200 *et seq*.; (C) all claims for failure to pay for any time worked or spent before "clocking in" or after "clocking out,"; (D) all claims relating to any alleged unlawful "rounding" of hours worked; (E) all claims that any Released Party is liable for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiff or Class Members; (F) all claims that any Released Party is liable for any other remedies, penalties, or interest based on the facts alleged in the Complaint; and (G) all claims that Named Plaintiffs or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to Class Counsel pursuant to the Amended Settlement Agreement.

42. "Released PAGA Claims" means all claims for civil penalties under PAGA that were alleged in the Complaint or reasonably could have been alleged or pled based on the allegations, the facts, statutory citation or legal theories contained in the Complaint, including but not limited to all of the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek) and any theory of failure to pay any and all wages for all time worked; failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to reimburse business expenses; failure to provide complete and accurate wage statements; failure to timely pay wages upon termination; failure to keep accurate and

complete payroll records; and unfair competition; (B) any alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.4, 248.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2810.5 and all related provisions of the California Code of Regulations, and the California Industrial Welfare Commission Wage Order; (C) any alleged failure to pay for any time worked or spent before "clocking in" or after "clocking out"; (D) any alleged unlawful "rounding" of hours worked; (E) all claims that any Released Party is liable for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiff or PAGA Recipients; (F) all claims that any Released Party is liable for any other remedies, penalties, or interest based on the facts alleged in the Complaint; and (G) all claims that Named Plaintiff or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to Class Counsel pursuant to the Amended Settlement Agreement.

43. Release by Settlement Class Members. Upon the Effective Date and the date when Defendants fund the Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Named Plaintiffs, and all Settlement Class Members, release the Released Parties from the Released Class Claims during the Class Period. Settlement Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Class Claims, but upon the Effective Date, Settlement Class Members shall be deemed to have, and by operation of the Order approving the Amended Settlement Agreement, shall have, fully, finally, and forever settled and released any and all of the Released Class Claims during the Class Period, without regard to the subsequent discovery or existence of such different or additional facts. Settlement Class Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Class Claims during the Class Period.

44. Release by PAGA Recipients. Upon the Effective Date and the date when Defendants fund the Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Named Plaintiffs, on behalf of themselves, the State of California, and all PAGA Recipients, release the Released Parties from the Released PAGA Claims during the PAGA Period. PAGA Recipients may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims, but upon the Effective Date, PAGA Recipients shall be deemed to have, and by operation of the Order approving the Amended Settlement Agreement, shall have, fully, finally, and forever settled and released any and all of the Released PAGA Claims during the PAGA Period, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Recipients will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released PAGA Claims during the PAGA Period.

45. General Release by Named Plaintiffs. In addition to the Released Class Claims discussed above, as of the Effective Date, Named Plaintiffs, for and on themselves and their agents, heirs, executors, administrators and assigns ("Releasing Parties") hereby unconditionally waive, release and forever discharge the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and

expenses (including attorneys' fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of the Amended Settlement Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Named Plaintiffs' employment with Defendants or any of the Released Parties; (ii) any and all claims relating to or arising from Named Plaintiffs' relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Nondiscrimination Act of 1998, California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, *et seq*., California Business and Professions Code sections 2725, 2750, et seq., and 17200, et. seq., Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA ("Individually Released Claims").

Named Plaintiffs also waive any and all rights conferred upon them under Section 1542 of the California Civil Code, which provides as follows:

> **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.**

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Amended Settlement Agreement and is further consideration for the covenants and conditions contained herein.

G. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

46. Defendants will deposit the GSA into the Settlement Fund Account no later than the Funding Date. Within 30 calendar days after the Effective Date and after Defendants receive the necessary calculations from the Settlement Administrator, Defendants will submit a payment for the employer's portion of payroll taxes on all wage allocations in addition to the Gross Settlement Amount.

47. "Funding Date" means the date that is fourteen (14) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

48. "Effective Date" means the first date upon which all of the following have occurred: (i) the Court has granted final approval of the Amended Settlement Agreement, (ii) the Court has entered Final Judgment, and (iii) the Court's order granting final approval of the Amended Settlement Agreement and entry of Final Judgment has become final and is no longer appealable. For purposes of this Amended Settlement Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving the Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving the Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving the Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving the Settlement is affirmed. In the event that: (i) the Court does not approve the Amended Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then the Amended Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendants will not be obligated to fund the Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent the Amended Settlement Agreement from becoming final and binding.

H. PRELIMINARY APPROVAL

49. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Agreement.

50. 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 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

by telephone, and in good faith, to determine if the Parties agree to modify the Agreement, modify the Motion for Preliminary Approval and/or the supporting declarations and documents, and/or otherwise satisfy the Court's concerns.

51. As soon as practicable after the execution of this Amended Settlement Agreement, and no later than 45 days, Named Plaintiffs will move the Court for entry of the Preliminary Approval Order. Class Counsel will be primarily responsible for drafting all documents necessary to obtain the Preliminary Approval Order, and shall provide drafts of such documents for review and approval by Defense counsel prior to the filing of same. Defendants will not oppose Named Plaintiffs' motion for Preliminary Approval Order unless the motion is inconsistent with the terms set forth in this Amended Settlement Agreement. Named Plaintiffs' motion for Preliminary Approval Order will request an order from the Court that:

a. Conditionally certifies a class of "all persons who are employed or have been employed by Defendants in the State of California as a non-exempt employee during the Class Period" for settlement purposes only;

b. Appoints Class Counsel as counsel for the class for settlement purposes only;

c. Preliminarily approves the Amended Settlement Agreement under the legal standards relating to the approval of class action settlements under California Law, and approves and incorporates by reference the terms and conditions of the Amended Settlement Agreement;

d. Approves the form of Class Notice and finds that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and the legal standards relating to the approval of class action notice under California Law; and

e. Provides that should this Amended Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Amended Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

52. LWDA Notice. Pursuant to California Labor Code § 2699(s)(2), Named Plaintiffs will provide a copy of this Amended Settlement Agreement to the LWDA concurrently with the filing of the Preliminary Approval Motion. Class Counsel will also file a declaration in support of Named Plaintiffs' Preliminary Approval Motion confirming that Class Counsel has submitted the Amended Settlement Agreement to the LWDA in compliance with Labor Code § 2699(s)(2). Pursuant to California Labor Code § 2699(s)(3), a copy of the Court's judgment and any other order issued in connection with this Amended Settlement Agreement shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

I. NOTIFICATION AND ADMINISTRATION PROCESS

53. Settlement Administrator. Upon entry by the Court of an order granting preliminary approval of the Amended Settlement Agreement, the Parties will retain Apex Class Action LLC

as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of Attorney's Fees and Attorney's Costs to Class Counsel; disbursing the Representative Enhancement Award to Named Plaintiffs; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Settlement Fund; printing and providing Settlement Class Members and PAGA Recipients, Named Plaintiffs, and Class Counsel with IRS Forms W-2 and 1099 as required under this Amended Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Named Plaintiffs, the LWDA, Class Counsel or any Settlement Class Member or PAGA Recipient unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

54. Class List. Within thirty (30) calendar days of Defendants' receipt of the Court's order granting preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with the Class List, submitted in the form of Microsoft Excel or other similar file formats (e.g., .xls, .csv) via a secure file transfer portal to be provided either by Settlement Administrator or Defendants, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded.

55. Change of Address Search. Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each Class Member.

56. Mailing of Class Notice. Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fourteen (14) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members of their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of Named Plaintiffs' class action, among other things.

57. Returned Class Notice. If an updated address is obtained by way of a forwarding address on a returned Class Notice, then the Settlement Administrator will re-mail the original Class Notice within five (5) business days to the forwarding address via first class U.S. Mail indicating on the original Class Notice the date of such re-mailing. If a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and promptly re-mail the original Class Notice by first class U.S. Mail to any updated addresses located. The Settlement Administrator is only required to re-mail a Class Notice once. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, when necessary.

58. Due Process. Compliance with the procedures described in this Amended Settlement Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of the Named Plaintiffs, Class Counsel, Defendants, Counsel for Defendants, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members. Any changes to the date or location of the Final Approval Hearing as well as notice of final judgment will be noticed by being posted on the Settlement Administrator's website for this Settlement.

J. PROCEDURE FOR CHALLENGING WORKWEEKS

59. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement by fax, email, or mail, along with any supporting documents or other supporting evidence to the Settlement Administrator, with a transmission date (if by fax or email) or postmarked date (if by mail) by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No faxed or e-mailed challenge will be timely if the transmission date is after the Response Deadline. No mailed challenge will be timely if postmarked after the Response Deadline.

60. Defendants' records will be presumed determinative. The Settlement Administrator must provide copies of all challenges to Class Counsel and Defense Counsel within three (3) business days of receipt. Counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. If the Settlement Administrator is unable to resolve the dispute, it will be presented to the Court for determination by the Court at the Final Approval Hearing.

K. OPT-OUT PROCEDURE

61. Class Members may exclude themselves from and opt out of the settlement of Named Plaintiffs' class action claims by submitting a written request by fax, email, or mail, to be

excluded from the class action settlement ("Request for Exclusion") to the Settlement Administrator, with a transmission date (if by fax or email) or postmarked date (if by mail) no later than the Response Deadline. The Request for Exclusion must contain: (1) the person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement indicating that the person seeks to be excluded from the Settlement, and (3) the case name and number. The date of transmission will be the exclusive means used to determine whether a faxed or e-mailed Request for Exclusion has been timely submitted. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a mailed Request for Exclusion has been timely submitted. Any Class Member who is validly excluded from this Settlement as provided in this paragraph will not receive any Individual Class Payment, shall have no right to object to the Settlement, and shall not be bound by the class claims releases contained in this Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

62. The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. Defendants shall have the right at its sole discretion to terminate the Settlement if more than 5% of the Settlement Class submits timely and valid Requests for Exclusion. If Defendants elect to exercise its right under this paragraph, Defendants shall be liable solely for administrative costs of the Settlement Administrator selected by the Parties.

L. OBJECTION PROCEDURE

63. Except as set forth above, any Class Member who has not opted-out may object to the Settlement, or any portion thereof, by mailing, faxing, or emailing a written objection, and supporting papers, if any, to the Settlement Administrator via the contact information that is set forth in the Class Notice. To be timely, all objections must have a transmission date (if by fax or email) or postmarked date (if by mail) no later than the Response Deadline. A written objection must contain (1) the objecting person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement of the person's reasons for objecting, (3) the case name and number, (4) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations, and (5) whether the person has a legal representative and provide said legal representative's contact information. A Class Member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed to have not submitted a written objection. However, a Class Member may appear at the Fairness Hearing (or hire an attorney to appear in Court) to present oral objections. The Settlement Administrator shall promptly send all objections to Class Counsel and Defense Counsel, and shall submit all timely objections to the Court by way of declaration. Any Class Member who submits an objection remains eligible to receive monetary compensation from the Settlement. Class Counsel and Defense Counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least five (5) calendar days before the Final Approval Hearing. The right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

64. Fairness Hearing. Any Settlement Class Member may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Amended Settlement Agreement or the Settlement.

M. NO RIGHT TO OBJECT OR OPT-OUT OF PAGA CLAIM SETTLEMENT

65. The Parties agree there is no right for any Class Member or PAGA Recipient to object, opt out or otherwise exclude himself or herself from the PAGA Claim Settlement. Nor is there any right for any Class Member or PAGA Recipient to dispute the value of the Individual PAGA Payment provided to them under the PAGA Claim Settlement. The Parties further agree there is no right or opportunity for any Class Member or PAGA Recipient to appeal the approval by the Court of the PAGA Claim Settlement. The Parties will jointly defend against any appeal taken by any Class Member or PAGA Recipient, entity, or agency of the Court's approval of the PAGA Claim Settlement. Except as otherwise stated, Named Plaintiff will vigorously defend against any attempt by any person or by any entity or agency to intervene in this matter or object to, or opt-out of the PAGA Claim Settlement.

N. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

66. If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will timely move the Court for an Order granting final approval of the Settlement.

67. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

68. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to determine if the Parties agree to modify the Agreement, modify the Motion for Final Approval and/or the supporting declarations and documents, and/or otherwise satisfy the Court's concerns as necessary to obtain Final Approval.

O. DISBURSEMENT OF GROSS SETTLEMENT AMOUNT

69. Payment of Attorney's Fees and Attorney's Costs. Within twenty (20) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Class Counsel. Such payment will not precede the issuance of the Individual Class Payments and Individual PAGA Payments. All Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney's Fees and Attorney's Costs amongst Class Counsel, before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099

to Class Counsel for the payments made pursuant to this Paragraph. Defendants' payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, of attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs and/or any Settlement Class Member or PAGA Recipient. The Parties further agree that Class Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Named Plaintiffs and/or Settlement Class Members or PAGA Recipients.

70. Payment of Representative Enhancement Award. Within twenty (20) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Named Plaintiffs. Such payment will not precede the issuance of the Individual Class Payments and Individual PAGA Payments.

71. Settlement Administration Costs. Within twenty (20) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs. Such payment will not precede the issuance of the Individual Class Payments and Individual PAGA Payments.

72. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

73. Issuance of Individual Class Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Class Payments to the Settlement Class Members' last known mailing address. 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. Any Individual Class Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Settlement Class Member involved, and will then perform a single re-mailing. Any Individual Class Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Administrator may send Settlement Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

74. Issuance of Individual PAGA Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Recipients' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is

provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Recipient involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

75. Calculation of Individual Class Payments.

a. All Settlement Class Members will receive an Individual Class Payment. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of workweeks each Settlement Class Member worked as a non-exempt hourly employee in California during the Class Period.

b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Amount is determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Award, the LWDA Payment, and Settlement Administration Costs.

c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.

d. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value by the Settlement Class Member's total number of workweeks worked as a non-exempt hourly employee in California during the Class Period.

76. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the total number of workweeks each PAGA Recipient worked as a non-exempt hourly employee in California during the PAGA Period.

b. To establish the PAGA Period Workweek Value, the Settlement Administrator will first determine the Total PAGA Period Workweeks for all PAGA Recipients from the Class List.

c. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Period Workweek Value by the PAGA Recipient's total number of workweeks worked as a non-exempt hourly employee in California during the PAGA Period.

P. ESCALATOR CLAUSE

77. Escalator Clause. In the event that the total number of workweeks worked by all Class Members during the Class Period exceeds 230,000, Defendants will have the choice to

either: (a) increase the Gross Settlement Amount by the "Escalator Dollar Amount," or (b) change the end date of the Class and PAGA Periods to such earlier date that causes the Total Class Period Workweeks to be 230,000 or less. The "Escalator Dollar Amount" will be calculated by multiplying the Class Period Workweek Value by the number of Total Class Period Workweeks that exceed 230,000.

a. At least five (5) court days prior to the hearing for Plaintiffs' Motion for Preliminary Approval, Defendants' counsel will provide Plaintiffs' counsel whether or not the escalator clause has been triggered and Defendants' election per Paragraph 77 of this Amended Settlement Agreement.

Q. TAX PROVISIONS

78. Tax Treatment of Individual Class Payments. Each Individual Class Payment will be allocated as follows: Ten percent (10%) as wages (to be reported on an IRS Form W-2), and ninety percent (90%) as interest and penalties (to be reported on an IRS Form 1099). The employers' share of payroll taxes will be paid by Defendants separately from and in addition to the Gross Settlement Amount.

79. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

80. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Named Plaintiffs, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Amended Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

81. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

82. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the "Acknowledging Party" and each party to this agreement other than the acknowledging party, an "Other Party") acknowledges and agrees that (1) no provision of this Amended Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney

or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendants, Defense Counsel, Named Plaintiffs and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiffs, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, or by the Settlement Administrator in this regard. Named Plaintiffs, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

83. Taxes or Penalties Assessed. Named Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendants, Defense Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

R. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

84. This is an all-in, cash settlement with no possibility of reversion to Defendants. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Settlement Class Members or PAGA Recipients to submit any claim as a condition of payment.

85. Any uncashed settlement checks after One Hundred and Eighty (180) days shall revert to the Office of the Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Recipient who did not cash his/her individual settlement payment check. If the Court does not approve of such, the Parties will agree upon a cy pres recipient within the meaning of CCP §384.

86. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

S. MISCELLANEOUS PROVISION

87. Publicity. Named Plaintiffs will not communicate the fact of, or the terms of, this Agreement to members of the press, including to Verdicts and Settlements. Named Plaintiffs and Class Counsel will not publish the fact of, or terms of, the Settlement or any related information on any website or social media platform for publicity or advertising purposes and/or in publication materials generally available to the public.

88. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of this MOU; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in the Amended Settlement Agreement.

89. 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.

90. The Parties' settlement is expressly conditioned upon the Court's approval of the Settlement.

91. No Effect on Employee Benefits. Amounts paid to Named Plaintiffs, Settlement Class Members and PAGA Recipients pursuant to this Amended Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

92. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

93. Exhibits Incorporated by Reference. The terms of this Amended Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Amended Settlement Agreement are an integral part of the Settlement.

94. Entire Agreement. This Amended Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Amended Settlement Agreement and its Exhibits.

95. Amendment or Modification. This Amended Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

96. Authorization to Enter Into Amended Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Amended Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Amended Settlement Agreement to effectuate its terms. The person or persons signing this Amended Settlement Agreement on behalf of Defendants represent and warrant that he/she/they are authorized to sign this Amended Settlement Agreement on behalf

of Defendants. Named Plaintiffs represent and warrant that they are authorized to sign this Amended Settlement Agreement and that they have not assigned any claim covered by this Amended Settlement Agreement to a third party.

97. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Amended Settlement Agreement, and further intend that this Amended Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

98. Binding on Successors and Assigns. This Amended Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

99. California Law Governs. All terms of this Amended Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

100. Execution and Counterparts. This Amended Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

101. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

102. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Amended Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

103. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

104. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

105. Cooperation and Execution of Necessary Documents. All Parties will cooperate in

good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator to resolve such disagreement.

106. 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.

107. The Parties each acknowledge and agree that they have read and fully understand the contents of this MOU, that they have been represented by counsel, and that they have had the time and opportunity to receive the advice of counsel in entering into this settlement and MOU.

Dated: 07/21/2026 Maria Vazquez
Maria Vazquez (Jul 21, 2026 09:41:47 PDT)
Plaintiff Maria Vazquez

Dated: _____
Plaintiff Arturo Basulto

Dated: _____
Plaintiff Jose Maravilla

Dated: _____
Plaintiff Anthony Rodarte

Dated: _____
Defendant Crash Champions, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____
Defendant MT Collision Centers, Inc.
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____
Defendant MT Collision Centers, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

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Dated: _____

_____
Plaintiff Maria Vazquez

Dated: 7/22/2026

Signed by:
Arturo Basulto
5936B701904943E...

Plaintiff Arturo Basulto

Dated: _____

_____
Plaintiff Jose Maravilla

Dated: _____

_____
Plaintiff Anthony Rodarte

Dated: _____

_____
Defendant Crash Champions, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

_____
Defendant MT Collision Centers, Inc.
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

_____
Defendant MT Collision Centers, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

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Dated: _____

_____
Plaintiff Maria Vazquez

Dated: _____

_____
Plaintiff Arturo Basulto

Dated: 07/22/2026

Jose Maravilla
Plaintiff Jose Maravilla

Dated: _____

_____
Plaintiff Anthony Rodarte

Dated: _____

_____
Defendant Crash Champions, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

_____
Defendant MT Collision Centers, Inc.
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

_____
Defendant MT Collision Centers, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

JM

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Dated: _____

_____
Plaintiff Maria Vazquez

Dated: _____

_____
Plaintiff Arturo Basulto

Dated: _____

_____
Plaintiff Jose Maravilla

Dated: 7/21/2026

Signed by:
Anthony Rodarte
D52AF8F28D60496...
Plaintiff Anthony Rodarte

Dated: _____

_____
Defendant Crash Champions, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

_____
Defendant MT Collision Centers, Inc.
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

_____
Defendant MT Collision Centers, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

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Dated: _____

_____
Plaintiff Maria Vazquez

Dated: _____

_____
Plaintiff Arturo Basulto

Dated: _____

_____
Plaintiff Jose Maravilla

Dated: _____

_____
Plaintiff Anthony Rodarte

Dated: 07/22/26 | 12:20 PM PDT

Seth Ingall
_____
Defendant Crash Champions, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: 07/22/26 | 12:20 PM PDT

Seth Ingall
_____
Defendant MT Collision Centers, Inc.
By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: 07/22/26 | 12:20 PM PDT

Seth Ingall
_____
Defendant MT Collision Centers, LLC
By: Seth Ingall (name)
Chief Legal Officer (title)

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

APPROVED AS TO FORM:

Dated: July 21, 2026

Zakay Law Group, APLC
Counsel for Plaintiff Maria Vazquez

Dated: July 20, 2026

JCL Law Firm, APC
Counsel for Plaintiff Maria Vazquez

Dated: _____

Mooradian Law, APC
Counsel for Plaintiff Arturo Basulto

Dated: _____

Lavi & Ebrahimian, LLP
Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP
Counsel for Plaintiff Anthony Rodarte

Dated: _____

Littler Mendelson P.C.
Counsel for Defendants

Docusign Envelope ID: F39AF1AF-36C6-8A0F-80BC-E68E16E5B447

APPROVED AS TO FORM:

Dated: _____

Zakay Law Group, APLC
Counsel for Plaintiff Maria Vazquez

Dated: _____

JCL Law Firm, APC
Counsel for Plaintiff Maria Vazquez

Dated: 07/21/2026

Mooradian Law, APC
Counsel for Plaintiff Arturo Basulto

Dated: _____

Lavi & Ebrahimian, LLP
Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP
Counsel for Plaintiff Anthony Rodarte

Dated: _____

Littler Mendelson P.C.
Counsel for Defendants

APPROVED AS TO FORM:

Dated: _____

Zakay Law Group, APLC
Counsel for Plaintiff Maria Vazquez

Dated: _____

JCL Law Firm, APC
Counsel for Plaintiff Maria Vazquez

Dated: _____

Mooradian Law, APC
Counsel for Plaintiff Arturo Basulto

Dated: 07/22/2026

Joseph Lavi

Lavi & Ebrahimian, LLP
Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP
Counsel for Plaintiff Anthony Rodarte

Dated: _____

Littler Mendelson P.C.
Counsel for Defendants

JM

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APPROVED AS TO FORM:

Dated: _____

_____
Zakay Law Group, APLC
Counsel for Plaintiff Maria Vazquez

Dated: _____

_____
JCL Law Firm, APC
Counsel for Plaintiff Maria Vazquez

Dated: _____

_____
Mooradian Law, APC
Counsel for Plaintiff Arturo Basulto

Dated: _____

_____
Lavi & Ebrahimian, LLP
Counsel for Plaintiff Jose Maravilla

Dated: 7/21/2026

Signed by:
David Lavi Esq.
86C1FAEB08364FF...
E&L, LLP
Counsel for Plaintiff Anthony Rodarte

Dated: _____

_____
Littler Mendelson P.C.
Counsel for Defendants

APPROVED AS TO FORM:

Dated: _____

Zakay Law Group, APLC
Counsel for Plaintiff Maria Vazquez

Dated: _____

JCL Law Firm, APC
Counsel for Plaintiff Maria Vazquez

Dated: _____

Mooradian Law, APC
Counsel for Plaintiff Arturo Basulto

Dated: _____

Lavi & Ebrahimian, LLP
Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP
Counsel for Plaintiff Anthony Rodarte

Dated: July 22, 2026

Littler Mendelson P.C.
Counsel for Defendants

EXHIBIT B

E-Served: Jul 31 2026 8:44AM PDT Via Case Anywhere

Electronically Received 03/18/2026 11:49 AM

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Attorneys for Plaintiff MARIA VAZQUEZ
(Additional Counsel on Following Pages)

FILED
Superior Court of California
County of Los Angeles
07/30/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

Maria Vazquez v. MT Collision Centers, Inc., MT Collision Centers, LLC, and Crash Champions, LLC, Los Angeles County Court Case No. 22STCV34689 Arturo Basulto v. MT Collision Centers, LLC and MT Collision Centers, Inc., Orange County Court Case No. 30-2023-01340093-CU-OE-CXC Jose Maravilla v. Crash Champions, LLC, Los Angeles County Superior Court Case No. 24STCV00728 Jose Maravilla v. Crash Champions, LLC, Los Angeles County Superior Court Case No. 24STCV07635 Anthony Rodarte v. Crash Champions, LLC,	Judicial Counsel Coordination Proceeding No. JCCP5340 ~~[PROPOSED]~~ **ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: May 5, 2026 Time: 10:00am Judge: Hon. Timothy Patrick Dillon Dept.: 15

Santa Clara County Superior Court Case No. 24CV432852

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Attorneys for Plaintiff ANTHONY RODARTE

/ / /

This matter having come before the Honorable Judge Timothy Patrick Dillon of the Superior Court of the State of California, in and for the County of Los Angeles, on May 5, 2026 at 10:00 a.m. with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC appearing as counsel for Plaintiff Maria Vazquez, Haik Hacopian Esq. of Mooradian Law, APC appearing as counsel for Plaintiff Arturo Basulto, Joseph Lavi Esq. of Lavi & Ebrahimian, LLP appearing as counsel for Plaintiff Jose Maravilla, David Lavi Esq. of E&L, LLP appearing as counsel for Plaintiff Anthony Rodarte, and Daniel Xuli, Esq. of Littler Mendelson P.C. appearing for Defendants Crash Champions, LLC, MT Collision Centers, Inc., and MT Collision Centers, LLC. The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Joint Stipulation of Class and PAGA Settlement and Release ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached to the Declaration of Shani O. Zakay as **Exhibit "1".** This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendants shall pay is Four Million, Two Hundred Fifty Thousand Dollars and Zero Cents ($4,250,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as

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

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

5. Named Plaintiffs seek Attorneys' Fees in the amount of up to 1/3 of the Gross Settlement Amount, currently estimated at $1,416,666.67, plus litigation costs in an amount not to exceed $60,000.00, and proposed Representative Enhancement Payments to the Class Representatives (labeled as "Named Plaintiffs" in the Agreement), Maria Vazquez, Arturo Basulto, Jose Maravilla, and Anthony Rodarte, in an amount of not more than Ten Thousand Dollars and Zero Cents ($10,000.00) each. While these awards appear to be within the range of reasonableness, the Court will not approve the award of Attorneys' Fees and Costs, or Representative Enhancement Awards until the Final Approval Hearing.

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

> All persons who are employed or have been employed by Crash Champions, LLC, MT Collision Centers, Inc., and MT Collision Centers, LLC ("Defendants") as a non-exempt employee, including non-exempt employees of entities acquired by Defendants who worked for Defendants, in the State of California between October 31, 2018, and up to and including the date the Court grants preliminary approval of the Long Form Settlement Agreement ("Class Period").

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)

common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in their individual capacities and as the representatives of the Class Members.

8. The Court provisionally appoints Named Plaintiffs Maria Vazquez, Arturo Basulto, Jose Maravilla, and Anthony Rodarte as the representatives of the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Joseph Lavi, Vincent C. Granberry, and Jovahn Wiggins of Lavi & Ebrahimian, LLP, and David Lavi and Arie Ebrahimian of E&L, LLP as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the Proposed Notice of Settlement of Class and Representative Action ("Class Notice") attached to the Agreement as **Exhibit "A".** The Court finds that the Class Notice appears to fully and accurately inform the Class Members and Aggrieved Employees (labeled as "PAGA Recipients" in the Agreement) of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notices substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notices by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints APEX Class Action LLC, as the Settlement Administrator. Within thirty (30) days of the Court's order granting preliminary approval, Defendants shall provide the Administrator with the Class List which will include information regarding Class Members that Defendants will in good faith compile from its records, including each Class Member's full name, last-

known address, last known telephone number, Social Security number, and number of Workweeks during the Class Period and PAGA Period. No later than fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator shall mail copies of the Class Notice to all Class Members via first class U.S. Mail.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Class Notice by following the instructions for requesting exclusion from the Settlement as set forth in the Class Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Administrator mails the Class Notices to Class Members or, in the case of re-mailed Class Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement and will not be bound by the class portion of the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not timely requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days from the date the Administrator mails the Class Notice to postmark their written objections to the Administrator.

14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and Plaintiffs' Motion for Attorneys' Fees and Costs and Representative Enhancement Awards shall be held before this Court on 12/09/2026 **at** 10:00 **AM/~~PM~~** in Department 15 of the Los Angeles County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;

whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees, Attorneys' Costs, Representative Enhancement Awards, and the Settlement Administration Costs. All papers in support of the Motion for Final Approval and the Motion for Attorneys' Fees and Costs and Representative Enhancement Awards shall be filed with the Court and served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

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

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

Dated: 07/30/2026

JUDGE OF THE SUPERIOR COURT
Timothy Patrick Dillon/Judge

Operative settlement agreement is attached to the third supp. declaration of Zakay filed 7.23.26.

Conform the class notice to recent changes.

EXHIBIT C

Esbeidy Campos

From: no-reply@formassembly.com
Sent: Wednesday, March 18, 2026 11:34 AM
To: Liana Rios
Subject: Thank you for your Proposed Settlement Submission

03/18/2026 11:33:13 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/18/2026 11:33:13 AM your Proposed Settlement was successfully processed for case number LWDA-CM-904152-22

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C570a8b0b57004d01b2ff08de851ceb9c%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C639094556460457206%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C%7C&sdata=ZGN%2F59izywRUSpISCDTKzYnJjmWsC%2BOF0LMyQ38VwGs%3D&reserved=0

EXHIBIT D

EXHIBIT E

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, *magma cum laude,* April 2011
Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.
Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA
Bachelor of Science, Business Administration, Management, *cum laude*, May 2008
Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019
Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.
Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA
Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

/ / /

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude,* April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

/ / /

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC
Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA
Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA
Juris Doctor, April 2021

University of California San Diego, La Jolla, CA
Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, April 2024

San Diego State University, San Diego, CA
Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA
Summer of 2024
Volunteer

/ / /

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. **Arakilians v. Trophy Universal City Group**

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. **Cortez Oceguera v. M & M Automotive**

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. **Carbajal v. Keys Motors, Inc.**

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. **Gregory v. Verio Healthcare, Inc**

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. **Putman v. Winco Holdings, Inc.**

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. **Williamson v. Stan Hotel**

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. **Hernandez v. USGI, Inc.**

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. **De Jesus v. UniCare**

Court	San Diego

Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled

16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda

Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin

Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105.Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled

120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation

135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142.Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145.Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled