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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

1 Santa Clara County Superior Court Case No.
2 24CV432852

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

12 **IT IS HEREBY ORDERED:**

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

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

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendants shall pay is Four Million, Two Hundred Fifty Thousand Dollars and Zero Cents
22 (\$4,250,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
23 are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome
24 of further litigation relating to certification, liability, and damages issues. It further appears that
25 investigation and research have been conducted such that counsel for the Parties are able to reasonably
26 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
27 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
28 by the further prosecution of the litigation. It further appears that the Settlement has been reached as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA
23 Settlement and Plaintiffs' Motion for Attorneys' Fees and Costs and Representative Enhancement
24 Awards shall be held before this Court on _____at
25 _____AM/PM in Department 15 of the Los Angeles County Superior Court to determine all
26 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
27 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
28 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;

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

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

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

JUDGE OF THE SUPERIOR COURT