ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Jaclyn Joyce (State Bar # 285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for Plaintiff MARIA VAZQUEZ

(Additional Counsel on Next Page)

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

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: December 9, 2026
Time: 10:00 a.m.

Judge: Hon. Timothy Patrick Dillon
Dept.: 15

MOORADIAN LAW, APC
Zorik Mooradian, Esq.
zorik@mooradianlaw.com
Haik Hacopian, Esq.
haik@mooradianlaw.com
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff ARTURO BASULTO

LAVI & EBRAHIMIAN, LLP
Joseph Lavi, Esq.
jlavi@lelawfirm.com
Vincent C. Granberry, Esq.
vgranberry@lelawfirm.com
Jovahn Wiggins, Esq.
jwiggins@lelawfirm.com
Cassandra Castro, Esq.
ccastro@lelawfirm.com
Eve Howe, Esq.
ehowe@lelawfirm.com
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Plaintiff JOSE MARAVILLA

E&L, LLP
David Lavi, Esq.
dlavi@ebralavi.com
Arie Ebrahimian, Esq.
arie@ebralavi.com
6300 Wilshire Blvd., Suite 1740
Los Angeles, CA 90048
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for Plaintiff ANTHONY RODARTE

Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement of the Second Amended Joint Stipulation of Class and PAGA Settlement and Release (the "Agreement") and Plaintiffs' Motion for Attorneys' Fees and Costs and Representative Enhancement Awards duly came on for hearing on December 9, 2026, before the above-entitled Court. Zakay Law Group, APLC, JCL Law Firm, APC, Lavi & Ebrahimian, LLP, Mooradian Law, APC, and E&L, LLP appeared on behalf of Plaintiffs Maria Vazquez, Arturo Basulto, Jose Maravilla, and Anthony Rodarte (collectively, hereinafter, "Named Plaintiffs"). Littler Mendelson P.C. appeared on behalf of Defendants Crash Champions, LLC, MT Collision Centers, Inc., and MT Collision Centers, LLC (collectively, hereinafter, "Defendants").

I.

FINDINGS

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

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

2. This Court has jurisdiction over the subject matter of this litigation, coordinated before the California Superior Court for the County of Los Angeles ("Court") under the title *Crash Champions Wage and Hour Cases*, Judicial Council Coordination Proceeding No. 5340, which includes *Maria Vazquez v. MT Collision Centers, Inc., et al*. (Los Angeles County Superior Court of California, Case No. 22STCV34689), *Arturo Basulto v. MT Collision Centers LLC, et al.* (Orange County Superior Court of California, Case No. 30-2023-01340093-CU-OE-CXC), *Jose Maravilla v. Crash Champions, LLC* (Los Angeles County Superior Court of California, Case No. 24STCV00728), *Jose Maravilla v. Crash Champions, LLC* (Los Angeles County Superior Court of California, Case No. 24STCV07635), and *Anthony Rodarte v. Crash Champions, LLC* (Santa Clara County Superior Court of California, Case No. 24CV432852) (collectively, the "Action"). The Court also has jurisdiction over all Parties to the Action, including the Class.

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Preliminary Approval of the Settlement

3. On July 30, 2026, the Court granted preliminary approval of a class-wide settlement. At the same time, the Court conditionally certified a provisional settlement class for settlement purposes only. The Court confirms that July 30, 2026 Order and finally approves the Settlement and the certification of the Class, defined as 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 at any time from October 31, 2018 through September 2, 2024 (the "Class Period"), for settlement purposes only.

Notice to the Class

4. In compliance with the Preliminary Approval Order, the Settlement Administrator mailed the Class Notice by first-class U.S. Mail to the 3,596 Class Members at their last known addresses on September 14, 2026. Mailing the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to give Class Members actual notice of the litigation and the proposed Settlement. The Court finds that the Class Notice fully satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

5. The Response Deadline for submitting a Request for Exclusion or an objection was October 29, 2026. There was an adequate interval between issuance of the Class Notice and the deadline to permit Class Members to choose whether to remain part of the Settlement, opt-out of the Settlement, or object to the Settlement and act on their decision. Zero Class Members objected. One Class Member submitted a timely Request for Exclusion.

Fairness Of the Settlement

6. The Agreement provides for a Gross Settlement Amount of $4,250,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

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

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

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

d. Zero objections were received. One Requests for Exclusion was received.

e. The participation rate is high, at 99.9%. There are 3,595 Class Members participating in the Settlement and will be sent Individual Class Payments.

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

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

PAGA Settlement Fund

9. The Agreement provides for a PAGA Payment in the amount of $200,000.00. The Court has reviewed the PAGA Settlement Fund and finds that the PAGA Claim Settlement is fair and reasonable, as is the allocation of $150,000.00 (75%) to the LWDA as the LWDA Payment and $50,000.00 (25%) to the Aggrieved Employee Settlement Fund for distribution to PAGA Recipients. The Court further finds that it complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. The PAGA Settlement is approved pursuant to California Labor Code Section 2699(s)(2).

Attorneys' Fees and Attorneys' Costs

10. The Agreement provides for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount, currently estimated at $1,416,666.67, and Attorneys' Costs not to exceed Sixty Thousand Dollars and Zero Cents ($60,000.00).

11. An award to Class Counsel of $1,456,422.75 is reasonable in light of the contingent nature of Class Counsel's fee, the hours Class Counsel worked, and the results Class Counsel achieved. The award consists of Attorneys' Fees of One Million Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,416,666.67) and Attorneys' Costs of $39,756.08. The requested Attorneys' Fees represent one-third (1/3) of the common fund, which is reasonable and within the range of fee awards in common fund cases, and the request is supported by Class Counsel's lodestar.

Representative Enhancement Awards

12. The Agreement provides for Representative Enhancement Awards of up to $10,000.00 for each Named Plaintiff, subject to the Court's approval. The Court finds that awards of $10,000.00 each to Named Plaintiffs Maria Vazquez, Arturo Basulto, Jose Maravilla, and Anthony Rodarte are reasonable in light of the risks and burdens they undertook in this litigation.

Settlement Administration Costs

13. The Agreement provides for Settlement Administration Costs currently estimated not to exceed $24,990.00. The Declaration of the Settlement Administrator states that the actual Settlement Administration Costs are $24,990.00. That amount is reasonable in light of the work the Settlement Administrator performed.

II.

ORDERS

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

1. The Class is certified for the purposes of settlement only. The Class is defined as:

> All persons who are employed or have been employed by Defendants Crash Champions, LLC, MT Collision Centers, Inc., and MT Collision Centers, LLC as a non-exempt employee, including non-exempt employees of entities acquired by Defendants who worked for Defendants, in the State of California at any time between October 31, 2018 and September 2, 2024.

2. There are 3,596 Class Members. Every Class Member who did not submit a timely Request for Exclusion is a Settlement Class Member. After Class Notice was provided to the Class, one Class Member submitted a timely Request for Exclusion. The Response Deadline for submitting a Request for Exclusion was October 29, 2026.

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

4. Defendants shall deposit the Gross Settlement Amount 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 shall separately pay the employer's share of payroll taxes on the Wage Portion of the Individual Class Payments. In exchange, Named Plaintiffs and the Settlement Class Members shall release the Released Parties from the Released Class Claims during the Class Period. Named Plaintiffs, on behalf of themselves, the State of California, and all PAGA Recipients, shall release the Released Parties from the Released PAGA Claims during the PAGA Period.

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

b. The "Released Class Claims" are defined as 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.

c. The Released PAGA Claims are defined as 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.

5. Class Counsel are awarded $1,456,422.75 for Attorneys' Fees and Attorneys' Costs. This award consists of Attorneys' Fees of One Million Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,416,666.67) and Attorneys' Costs of $39,756.08. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Named Plaintiffs, or members of the Class.

6. Representative Enhancement Awards of $10,000.00 each to Named Plaintiffs Maria Vazquez, Arturo Basulto, Jose Maravilla, and Anthony Rodarte are approved.

7. Payment of $24,990.00 to Apex Class Action LLC for Settlement Administration Costs is approved.

8. The PAGA Settlement Fund of $200,000.00 is hereby approved as fair, reasonable, and adequate, and as adequately protecting the interests of the public and the LWDA. Of that amount, $150,000.00 (75%) shall be paid to the LWDA as the LWDA Payment, and $50,000.00 (25%) shall be distributed to PAGA Recipients from the Aggrieved Employee Settlement Fund as Individual PAGA Payments. The Court further finds that Named Plaintiffs and Class Counsel negotiated the PAGA Claim Settlement at arm's length, absent any fraud or collusion.

9. Final Judgment is hereby entered in this Action. The Final Judgment shall bind each Settlement Class Member.

10. The Final Judgment shall also bind Named Plaintiffs, the State of California, the LWDA, and all PAGA Recipients pursuant to the California Private Attorneys General Act ("PAGA").

11. The term "PAGA Recipients" is hereby defined as all persons who are employed or have been employed by Defendants in the State of California as a non-exempt employee at any time between August 24, 2021, and September 2, 2024 (the "PAGA Period").

12. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under PAGA on March 18, 2026, and again on November 10, 2026.

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

14. The Agreement is not an admission by Defendants, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants and shall not be offered in evidence in any action or proceeding against Defendants in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the

Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

15. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Named Plaintiffs and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members. The Final Approval Order and Judgment shall be posted on the Settlement Administrator's website for this Settlement.

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

17. The Court sets an Order to Show Cause Re: Compliance with the Terms of the Settlement for_____at_____ p.m./a.m in Department 15. A joint status report and declaration from the Settlement Administrator shall be filed by _____, advising the Court of the status of the distribution of Settlement.

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

IT IS SO ORDERED.

DATED: _____ _____

JUDGE OF THE SUPERIOR COURT