AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
ALEXANDER G.L. DAVIES, State Bar No. 328125
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: adavies@aegislawfirm.com

Attorneys for Plaintiff Ezequiel Ramirez Rodriguez, individually, and on behalf of all others similarly situated.

FILED
SUPERIOR COURT OF CA, COUNTY OF KERN
NOV 17 2026
ENDORSED
BY _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

EZEQUIEL RAMIREZ RODRIGUEZ, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

HABERFELDE FORD.; and DOES 1 through 20, inclusive,

Defendants.

Case No. BCV-24-101248

Assigned for All Purposes to the Honorable Thomas S. Clark Department 17

[FIRST AMENDED ~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT

Date: November 17, 2026
Time: 8:30 a.m.
Dept: 17

This matter came on for hearing on November 17, 2026 at 8:30 a.m., in Department 17 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769, this Court's Amended Order Granting Preliminary Approval filed July 14, 2026 and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement"), a copy of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

Having received and considered the Settlement Agreement, the Addendum to Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the unopposed Amended Notice of Motion and Motion for Preliminary Approval of Class Action Settlement heard July 14, 2026 and the instant Motion for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Pursuant to the Amended Order Granting Preliminary Approval of Class Action and PAGA Settlement, a Notice Packet was sent to each Settlement Class Member by first-class mail. These papers informed the Settlement Class of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No member of the Class filed written objection to the proposed Settlement as part of this notice process or stated an intention to appear at the final approval hearing.

2. The Court finds and determines that this notice procedure afforded adequate protections to Settlement Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Settlement Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

3. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are

ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the Action; (c) the claims of Class Representative Ezequiel Ramirez Rodriguez are typical of the claims of the members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and representative capacities for the Class.

4. The Court has certified a Settlement Class, as that term is defined in and by the terms of the Settlement Agreement as all non-exempt employees employed by Defendant in California who worked at any time between April 11, 2020 through March 15, 2026 ("Class Period"), excluding all released claims and periods in the previous class and PAGA settlement reached in the matter of *Morris v. Haberfelde Ford, et al.* (Kern County Superior Court, Case No. BCV-23-100471), and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

6. The Court hereby confirms Plaintiff Ezequiel Ramirez Rodriguez ("Plaintiff") as the Class Representatives in this Action.

7. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has

reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

8. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Settlement Class and to each Settlement Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

9. The Court hereby approves the Gross Settlement Amount of $256,448.81. Defendant shall fully fund the Gross Settlement Amount, and the amounts necessary to pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 10 days after the Effective Date, provided the Administrator has delivered to the Parties and accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement.

10. The Court finds and determines that the Individual Settlement Payments to be paid to participating Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the participating Settlement Class Members in accordance with the Settlement Agreement.

11. The Court finds and determines that payment to the California Labor and Workforce Development Agency of $7,500.00 (out of the total amount of $10,000.00 designated as PAGA Penalties) as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

12. Class Counsel shall provide the LWDA with a copy of this Order and Judgment within ten (10) calendar days after entry, as required by Labor Code section 2699.

13. The Court finds and determines that the fees and expenses in administrating the Settlement incurred by ILYM Group, Inc. in the amount of $7,550.00, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

14. The Court finds and determines the a Class Representative Service Payment of up to $8,500 to Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

15. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees of not more than one-third (1/3) of the Gross Settlement Amount (which is currently estimated to be $85,482.94) and litigation costs of $15,732.81. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

16. The Administrator shall mail the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment with 14 calendar days of receipt of the Gross Settlement Amount. Any checks issued by the Administrator to Class Members will be negotiable for 180 calendar days from the date of their issuance. Uncashed settlement checks will automatically be cancelled in 180 days after their issuance, and the residue funds will be distributed by the Administrator to the *Cy Pres* recipient, the Court Appointed Special Advocates of Kern.

17. All Participating Settlement Class Members are bound by the Settlement Agreement, this Order and Judgment, and the release of the Released Class Claims set forth in the Settlement Agreement. All Aggrieved Employees are bound by the release of the Released PAGA Claims to the fullest extent permitted by law. The releases set forth in the Settlement Agreement are incorporated herein by reference and shall become effective in accordance with the terms of the Settlement Agreement.

18. Without affecting the finality of this order or the entry of judgment in any way, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769, the Court retains jurisdiction over the Parties, Settlement Class Members, Aggrieved

Employees, the Settlement Agreement, and all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

19. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

20. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

21. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendants make payment to the participating Settlement Class Members in accordance with the Settlement.

22. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for September 20, 2027 at ~~8:40~~ 8:30 a.m. **[or _____, ~~2027 at 8:30 a.m.~~]**, in Dept. 17.

23. The Administrator shall post this Order and Judgment on the Settlement website for [60/180] calendar days following the mailing of the Individual Settlement Payments. It shall not be necessary to provide separate notice of entry of this Order and Judgment to individual Settlement Class Members.

24. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Amended Order Granting Preliminary Approval of Class Action and PAGA Settlement filed on July 14, 2026, and this Order.

25. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

DATED: 11-17-26, 2026

Honorable Thomas S. Clark
JUDGE OF THE SUPERIOR COURT