FILED
SUPERIOR COURT OF CA, COUNTY OF KERN

JUL 14 2026

BY _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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:
Hon. Thomas S. Clark
Dept. 17

Amended fc

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

Date: ~~June 24, 2026~~ 7/14/2026 fc
Time: 8:30 a.m.
Dept: 17

WHEREAS, the above-entitled action is pending before this Court as a putative class action (the "Action");

WHEREAS, Plaintiff Ezequiel Ramirez Rodriguez ("Plaintiff"), individually and on behalf of all others similarly situated and on behalf of the general public have applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement and Class Notice ("the "Settlement" or "Agreement") entered into by Plaintiff and Defendant Haberfelde Ford ("Defendant") which sets forth the terms and conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiff and Defendant shall be collectively referred to herein as the "Parties"); and

WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 1 to the Declaration of Alexander G. L. Davies in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same meaning in this Order.

2. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues; (c) sufficient investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

3. With respect to the Class and for purposes of proceeding pursuant to California Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims are typical of the Class' claims; (d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby conditionally certifies the class for settlement purposes only. The Class is defined as all non-exempt employees employed by Defendant in California who worked at any time during the 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). The Class Period is defined as April 11, 2020 through March 15, 2026

5. Plaintiff Ezequiel Ramirez Rodriguez is hereby preliminarily appointed and designated, for all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance either personally or through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. Should, for whatever reason, the Settlement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context. In the event the Settlement does not become effective in accordance with its terms, is not finally approved, is terminated, cancelled, or otherwise fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert to their respective positions as they existed immediately before execution of the Settlement.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement, subject to modification at final approval.

8. The Court hereby preliminarily approves the Gross Settlement Amount of $255,900.00, Class Counsel attorneys' fees of up to one-third the Gross Settlement Amount (currently $85,300.00), Class Counsel litigation expenses not to exceed $25,000.00, Service Award up to $8,500.00 to Plaintiff, PAGA penalties in the amount of $10,000.00, and costs of administration not to exceed $7,550.00, subject to final approval.

9. The Court hereby approves, as to form and content, the Class Notice, to be distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in the manner and form set forth in the Settlement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court hereby appoints ILYM Group, Inc., Settlement Administrator as Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class Members who wish to participate in the settlement provided for by the Settlement Agreement do not need to respond to the Class Notice. The Administrator shall maintain a website through the date of the Final Approval Hearing and post the Class Notice and such additional settlement documents as required by the Settlement Agreement or this Order.

11. Class Members shall have forty-five (45) calendar days from the date the Administrator mails Notice to the Class Members to fax, email, or mail Requests for Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement ("Response Deadline"). Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.

12. Defendant shall deliver the Class Data to the Settlement Administrator within 15 days of this Order as provided in the Settlement. The Settlement Administrator shall mail the Class

Notice, in English and Spanish, within 14 days of receipt of the Class Data as provided in the Settlement. The Settlement Administrator shall maintain all Class Data in confidence, use such data solely for purposes of administering the Settlement, and restrict access to those employees or agents who require access to perform settlement administration tasks.

13. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from the Gross Settlement Amount, including the cost of searching for Class Members' addresses as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to $7,550.00 as provided in the Settlement.

14. Any Class Member may choose to opt-out of and be excluded from the Class as provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion/opted-out shall be Participating Class Members and bound by all determinations of the Court, the Settlement, and the Final Judgment.

15. A Final Fairness and Approval Hearing shall be held before this Court on ~~**October 2, 2026 at 9:00 a.m.**~~ 11/17/26 8:30 AM [or at a later date that is convenient with the Court at 11/17, 2026, at 8:30 a.m./p.m.] in Department 17 of the Superior Court of California, County of Kern, located at 1415 Truxtun Ave, Bakersfield, CA 93301. All papers in support of final approval and related awards for fees, costs, and Plaintiff's service award must be filed and served at least 16 court days before the final approval hearing.

16. Any Participating Class Member must object to the Settlement by following the instructions that are set forth in the Settlement Agreement and Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

17. The Settlement is not a concession or admission, and shall not be used against the Released Parties, as an admission or indication with respect to any claim of any fault or omission by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,

nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

18. Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

19. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, and this Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order.

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

DATED: 7/14/2026

Honorable Thomas S. Clark
JUDGE OF THE SUPERIOR COURT