

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

JORGE OSWALDO AQUINO )  
MARTINEZ, ELVIS NAHUM CRUZ )  
VASQUEZ, HEBER ALFONSO )  
ZAPATA CONTRERAS, ISIDRO )  
ARELLANO CHIHUAHUA, JOSE )  
MARIA RAMIREZ MORALES, and )  
LUIS ADRIAN SALAZAR LOZANO, )  
VERONICA OLAN CASTILLO, and )  
AARON HERNAN PEREZ )  
SALAZAR, individually and on )  
behalf of all others similarly situated, )  
Plaintiffs, )  
v. )  
MOBIS ALABAMA, LLC d/b/a )  
HYUNDAI MOBIS; KIA GEORGIA, )  
INC.; GB2G, INC. d/b/a )  
ALLSWELL; SPJ CONNECT, INC.; )  
YOUNGJIN LEE, individually; and )  
JOB KNOWLEDGE, LLC, )  
Defendants. )

Case No. 3:22-cv-00145-LMM

ORDER PRELIMINARILY APPROVING AMENDED CLASS ACTION  
SETTLEMENT, PRELIMINARILY APPROVING FAIR LABOR  
STANDARDS ACT SETTLEMENT, AND DIRECTING NOTICE AND  
OTHER RELIEF

Plaintiffs Jorge Oswaldo Aquino Martinez, Elvis Nahum Cruz Vasquez,  
Heber Alfonso Zapata Contreras, Isidro Arellano Chihuahua, Jose Maria Ramirez

Morales, Luis Adrian Salazar Lozano, and Veronica Olan Castillo (the “Plaintiffs”), and Defendants Mobis Alabama, LLC d/b/a Hyundai Mobis; Kia Georgia, Inc.; GB2G, Inc. d/b/a Allswell; SPJ Connect, Inc.; and Youngjin Lee, Individually (together the “Defendants”) by and through their counsel, have jointly submitted an Amended Class Action Settlement Agreement and have applied, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order: (1) certifying a Settlement Class and appointing Settlement Class Counsel; (2) preliminarily approving the Terms and Conditions set forth in the Amended Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) as fair, reasonable and adequate; (3) approving forms, content and a program for Notice to the Settlement Class; and (4) scheduling a hearing to consider final approval of the Settlement.

The Court has given due consideration to the terms of the Settlement, the Exhibits to the Settlement, the submissions of the parties in support of preliminary approval of the Settlement, the record of proceedings herein, and the requirements of law, including without limitation the requirements of Rule 23 of the Federal Rules of Civil Procedure. It now finds that the class should be certified for settlement purposes only; the Plaintiffs should be appointed Class Representatives; the individuals of Daniel Werner of Radford Scott, LLP; Rachel Berlin and Brian J. Sutherland of Beal Sutherland Berlin & Brown, LLC; Christopher B. Hall of Hall & Lampros, LLP; and Abigail Kerfoot and Julia Solórzano of Centro de los Derechos del Migrante should be appointed Settlement Class Counsel; and the proposed Settlement should be preliminarily approved for purposes of notifying the Settlement Class of the Settlement, the opt-out and objection deadlines, and the date of the Court's hearing to determine whether the

Settlement should be finally approved (“Fairness Hearing”).

At this juncture, the Court is exercising its discretion temporarily and preliminarily certifying the Class for settlement purposes only and has not determined whether certification of a litigated class for the purposes of trial is appropriate. The Court recognizes that Defendants preserve all defenses and objections against and rights to oppose certification of the Class if the proposed settlement is not finally approved by the Court following the fairness hearing.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. This Court has jurisdiction of the subject matter of this Action and personal jurisdiction over the Plaintiffs and Defendants (the “Parties”). Venue is also proper in this District pursuant to 18 U.S.C. §§ 1965(a), (b), and (d).

2. The parties’ joint motion for preliminary approval of the Settlement is GRANTED.

3. All non-settlement related proceedings in this Action as to Defendants are stayed and suspended until further order of the Court.<sup>1</sup>

4. This action may be maintained as a class action pursuant to Fed. R. Civ. P. 23(b)(3) for settlement purposes on behalf of the following class (the “Rule 23 Class”):

Rule 23 Class:

All individuals who, between August 11, 2018 and the present, (1) were recruited by TESS, SPJ, or Allswell, (2) were assigned by Allswell to work at Defendant Kia Georgia’s or Defendant Mobis’

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<sup>1</sup> The Court by separate order will address the claims of plaintiff Aaron Hernan Perez Salazar and four opt-in claimants (“JKL Claimants”) against Defendant Job Knowledge, LLC (“JKL”) for unpaid overtime under the Fair Labor Standards Act (“FLSA”). The JKL Claimants and JKL, although part of the lawsuit, are not part of the Settlement Agreement. All claims against JKL were dismissed except for the claims under the FLSA. Doc. 129. The JKL Claimants and JKL have reached a separate non-class settlement of the FLSA claims and filed a motion for approval.

West Point, Georgia locations, (3) received wages from Allswell; and (4) were TN visa holders.

5. This action also may be maintained as a collective action pursuant to 29 U.S.C. § 216(b) for settlement purposes on behalf of the following class (the “FLSA Collective Action Class”):

FLSA Collective Action Class:

All individuals who, between August 11, 2019 and the present, (1) were recruited by TESS, SPJ, or Allswell, (2) were assigned by Allswell to work at Defendant Kia Georgia’s or Defendant Mobis’ West Point, Georgia locations, (3) received wages from Allswell; and (4) were TN visa holders.

6. The Settlement Class and the FLSA Collective Class have the same Class Members and are defined with different dates only based on the different statutes of limitation. Because the membership in the class and collective is the same, they are together called the Settlement Class in this order and the Settlement Agreement.

7. The Court finds for purposes of settlement only that the prerequisites to class certification under Federal Rule of Civil Procedure 23(a) are preliminarily satisfied for the Settlement Class, including:

a. The proposed Settlement Class consists of six hundred and fourteen (614) individuals and is so numerous that joinder of all members is impracticable. *See Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986).

b. There are questions of law and fact common to Plaintiffs and members of the Settlement Class, including whether Defendants conspired to violate the Georgia Racketeer Influenced and Corruption Act (“RICO”). *See Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (commonality found where there is at least one issue whose resolution will affect all or a

significant number of the putative class members);

c. The claims of the Plaintiffs are based on the same legal theories and are typical of the claims of the members of the Settlement Class and their claims arise out of these same alleged practices. *See In re Checking Account Overdraft Litig.*, 307 F.R.D. 630, 640-41 (S.D. Fla. 2015) (typicality present where the named plaintiff and the putative class members have the same or similar injury purportedly caused by the same course of conduct by the defendant); and

d. The Plaintiffs are represented by counsel experienced in complex litigation, who have no interests in conflict with the interests of members of the proposed Settlement Class, who together with Plaintiffs have displayed their commitment to representing the interests of members of the Settlement Class during the course of litigation to date, and who will fairly and adequately protect the interests of the Settlement Class. *See Kirkpatrick v. J.C. Bradford & Co.*, 827 F.2d 718, 726 (11th Cir. 1985).

8. The Court finds for purposes of settlement only that the prerequisites to class certification under Federal Rule of Civil Procedure 23(b)(3) are satisfied because questions of law and fact common to all members of the Settlement Class predominate over questions affecting only individual members of that Class, and certification of the Settlement Class is superior to other available methods for fair and efficient resolution of this controversy. *See Klay v. Humana, Inc.*, 382 F.3d 1241, 1268-69 (11th Cir. 2004) (abrogated in part on other grounds by *Bridge v. Phoenix Bond & Indem. Co.*, 553 U.S. 639 (2008)).

9. The Court appoints Plaintiffs as the Settlement Class Representatives. This requirement is satisfied in that Plaintiffs' claims are typical of the Settlement Class Members' claims because the legal theories and supporting facts relied upon

by both Plaintiffs and the putative Settlement Class are substantially similar. The Court further appoints the firms of Radford Scott LLP, Beal Sutherland Berlin & Brown, LLC, Hall & Lampros, LLP, and Centro de los Derechos del Migrante as Settlement Class Counsel.

10. The terms of the parties' Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the notice of the proposed Settlement Agreement to the Class members. This determination permitting notice to the Class is not an ultimate and final conclusion that the Settlement Agreement is fair, reasonable, and adequate, but simply a determination that there is probable cause to submit the proposed settlement to review and comment by the Settlement Class Members. *See* Manual for Complex Litigation (Fourth) § 21.632 (2004).

11. In the event that the settlement does not terminate with a Final Order or Final Judgment in complete accordance with the terms of the Settlement Agreement, then this Order shall be rendered null and void and will be vacated. In that event, the Settlement Agreement shall also be rendered null and void in accordance with the Parties' agreement in the Settlement Agreement, including if any Defendant exercises its right of rescission as provided for in the Settlement Agreement.

12. The Court grants preliminary approval of the Settlement Agreement as falling within the range of possible approval and meriting submission to the Settlement Class for its consideration, pursuant to Federal Rule of Civil Procedure 23. The Court preliminarily finds that the Settlement was the product of serious, informed, non-collusive, arms-length negotiations between the parties, aided by the services of a highly skilled mediator (Christopher Parker). The Settlement relief is a large percentage of the maximum possible recovery for the Class, which places

this Settlement on a higher ground than other cases where lower percentage recoveries were approved. *See Parsons v. Brighthouse Networks, LLC*, No. 2:09-cv-267-AKK, 2015 WL 13629647, at \*3 (N.D. Ala. Feb. 15, 2015) (Class recoveries of between 13% to 20% are “frequently found ... to be fair and adequate”).

13. The Court preliminarily finds the settlement of the Plaintiffs’ Fair Labor Standards Act (“FLSA”) claims is a “fair and reasonable [resolution] of a bona fide dispute.” *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982). Therefore, the Court preliminarily approves the parties’ settlement of the FLSA claims.

14. Pursuant to Rule 23, a Fairness Hearing shall be held before this Court at **10:00 a.m. on May 29, 2026**, at the **Richard B. Russell United States District Court, Atlanta, Georgia 30303, in Courtroom 2107**. At the Fairness Hearing, the Court will consider: (a) whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate; (b) whether Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Settlement Class; and (c) whether Class Counsel should be awarded fees and expenses to be paid by Defendants, as provided for in the Settlement Agreement.

15. The Court approves, as to form and content, the notice and the procedure set forth in the Settlement Agreement and finds that such notice plan is the best practicable under the circumstances, in conformity with Federal Rule of Civil Procedure 23. It is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, the terms of the proposed Settlement, and of their rights under and with respect to the proposed Settlement (including their right to object or seek exclusion). The Court further finds that the Class Notices are written in simple terminology and are readily

understandable.

16. Class Counsel's designated settlement administrator shall provide notice to Settlement Class Members as provided for in the Settlement Agreement.

17. No later than ten (10) days prior to the Fairness Hearing, the Parties shall file with this Court declarations stating that the publication and posting of notices described in the paragraph above have been completed.

18. The Court finds that, under the circumstances, the Notice described in Paragraph 11 of the Settlement Agreement and attached thereto as Attachment 3 constitutes the best notice that is practicable of the Fairness Hearing, the Proposed Settlement, and other matters set forth in the Notice, and that such distribution of notice constitutes valid, due, and sufficient notice to all members of the Settlement Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23, 28 U.S.C. § 1715, the Constitution of the United States, the Settlement Class Members' rights of due process, and all other applicable law.

19. Any person falling within the definition of the Settlement Class may, upon the person's request, be excluded from the settlement. Any such request must be sent by First Class Mail or equivalent delivery method, received no later than fifteen (15) days before the date set by the Court for the Fairness Hearing. Thus, a person must submit a request for exclusion, received on or before May 14, 2026, to:

Martinez v. Mobis Alabama, LLC et al.  
c/o Atticus Administration  
P.O. Box 64053  
Saint Paul, MN 55164

20. The Settlement Administrator shall immediately email any Requests for Exclusion to all Class Counsel and Defense Counsel. The person making the

request for exclusion must sign the request personally or by legal counsel. Requests seeking to exclude a class of persons are invalid and will not be accepted. A request for exclusion must include the (a) full name of the person requesting exclusion, and (b) the current address of that person. The request for exclusion must also make a specific statement that "I want to be excluded from the Settlement Class." All persons who submit valid and timely requests for exclusion in the manner set forth in this paragraph shall have no rights under the Settlement Agreement and shall not be bound by the Settlement Agreement or any Final Judgment later entered herein. All persons falling within the definition of the Settlement Class who do not request exclusion in the manner set forth in this paragraph shall be Settlement Class members and shall be bound by the Settlement Agreement and any final judgment later entered herein.

21. Any person falling within the definition of the Settlement Class who does not request exclusion in the manner set forth above can object to the proposed Settlement by filing and serving a written objection. The person making the objection must sign the objection personally and provide a statement providing the objecting Settlement Class Member's full name, email, telephone number, and address, along with the copies of any documents the Settlement Class Member intend to rely upon; the names, telephone numbers, and addresses of any witnesses who will appear on the objecting Settlement Class Member's behalf at the Fairness Hearing, and the name of any counsel representing the objecting Settlement Class Member. The objecting Settlement Class Member's deposition may be taken to determine the grounds for the objection. The deposition must be limited to topics relating to the objection. The objection must state why the objecting Settlement Class Member objects to the proposed settlement and any

reasons supporting that position. The statement must also identify the title and case number of this Action.

22. All such Written Statements of Objection must be received by the Settlement Administrator no later than eighteen (18) calendar days before the date set for the Fairness Hearing, which date shall be set forth in the Notice to be provided to Class Members. The Settlement Administrator shall immediately email any Written Statements of Objection to all Class Counsel and Defense Counsel. Class Counsel shall then file any objection received by the Settlement Administrator with the Court within two (2) business days of its receipt by the Settlement Administrator. All such Written Statements of Objection must be received by the Court no later than fifteen (15) calendar days before the date set for the Fairness Hearing. Objections filed and served in accordance with the foregoing procedure may be considered by the Court regardless of whether the objecting Settlement Class Member appears personally or by counsel at the hearing to argue the same.

23. Any Settlement Class Member may appear at the Fairness Hearing by submitting a Notice of Intent to Appear with a timely Written Statement of Objection.

24. An objector may only file an objection on his or her behalf – not on behalf of some portion or sub-set of the Class – unless he or she has been appointed by the Court to do so. If the Court affords this right of representation to any Settlement Class Member, Defendants shall have the right to seek to modify, set aside, rescind, or terminate this Agreement.

25. Any application by Class Counsel for an award of Attorneys' Fees and Expenses shall be filed with the Court no later than 10 days before the deadline to

opt-out or object to the settlement, and no later than thirty (30) days before the Fairness Hearing.

26. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the Fairness Hearing without further notice to the Settlement Class.

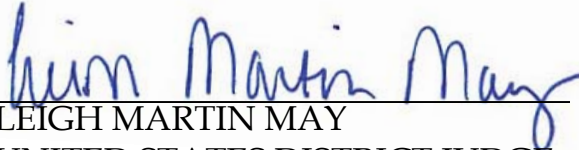
27. Pending final determination of whether the settlement embodied in the Settlement Agreement is to be approved, no member of the Settlement Class, either directly, representatively, derivatively, or in any other capacity, shall commence or prosecute any action or proceeding in any court or tribunal asserting any of the Class Claims described in the Settlement Agreement against Defendants.

28. In the event the Settlement is not approved or is otherwise terminated in accordance with the terms of the Settlement, then: (a) the Settlement and the Agreement, and the Court's Orders, including the Preliminary Approval Order, relating to the Settlement shall be vacated and shall be null and void, shall have no further force or effect with respect to any Party in this Action, and shall not be used or referred to in any other proceeding by any person for any purpose whatsoever; (b) the conditional certification of the Settlement Class pursuant to this Preliminary Approval Order shall be vacated automatically, without prejudice, to any Party or Settlement Class member or to any legal argument that any of them might have asserted but for the Settlement, and this Action will revert to the status that existed before the Settlement's execution date; (c) this Action shall proceed pursuant to further orders of this Court; and (d) nothing contained in this Settlement, or in the Parties' settlement discussions, negotiations, or submissions (including any declaration or brief filed in support of the preliminary or final

approval of the Settlement), or in this Preliminary Approval Order or in any other rulings regarding class certification for settlement purposes, shall be construed or used as an admission, concession, or declaration by or against any Party of any fault, wrongdoing, breach or liability in this Action or in any other lawsuit or proceeding, or be admissible into evidence for any purpose in this Action or any other proceeding by any person for any purpose whatsoever. This paragraph shall survive termination of the Settlement and shall remain applicable to the Parties and the Settlement Class Members whether or not they submit a written request for exclusion.

29. This Court shall maintain continuing exclusive jurisdiction over these settlement proceedings to consider all further applications arising out of or connected with the Settlement or this Preliminary Approval Order, and to assure the effectuation of the Settlement for the benefit of the Settlement Class.

SO ORDERED this 17th, day of February, 2026.

  
LEIGH MARTIN MAY  
UNITED STATES DISTRICT JUDGE