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LETICIA ROMERO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

IXEL AMAIRAMI GONZALEZ, LETICIA
ROMERO, and DONOVIN SHEFFIELD,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

GOLDEN STATE SUPPLY, LLC., a limited
liability company; ADVANCE AUTO PARTS,
a California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No. CIVSB2331657

*[Assigned for all purposes to: The Hon.
Thomas S. Garza, Dept. S27]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT**

Hearing:

Date: May 12, 2025

Time: 8:30 a.m

Dept.: S27

The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion")

1 in the above references case came before this Court on May 12, 2025, in Department S27,
2 Honorable Thomas S. Garza, presiding.

3 The Court, having considered the Joint Stipulation of Class Action Settlement ("Settlement
4 Agreement") and all other papers filed in this action, and good cause appearing, hereby finds and
5 orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be
7 fair, adequate, and reasonable, and therefore meets the requirements for preliminary approval. The
8 Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms
9 set forth in the Settlement Agreement attached as Exhibit "A" to the Declaration of Michael Elkin
10 in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement.
11 The Court preliminarily finds that the terms of the Settlement appear to be within the range of
12 possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law.

13 2. The Settlement falls within the range of reasonableness of a settlement which could
14 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
15 only to any objections that may be raised at the Final Approval Hearing and final approval by this
16 Court. The Court notes that Defendants have agreed to create a common fund of \$1,380,000.00 to
17 cover (a) settlement payments to class members who do not validly opt out; (b) \$100,000.00
18 allocated to penalties under the Private Attorneys General Act of 2004 ("PAGA"), distributed as
19 follows: 25% (\$25,000.00) to the PAGA Employees and 75% (\$75,000.00) to the California Labor
20 and Workforce Development Agency; (c) Class Representative Enhancement Payment of up to
21 \$30,000.00 to Plaintiffs; (d) Class Counsel's attorneys' fees, not to exceed 33.3% of the Gross
22 Settlement Amount (\$462,000), and up to \$35,000.00 in costs for actual litigation expenses
23 incurred by Class Counsel; and (e) Settlement Administration costs of up to \$37,000.00.

24 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
25 reasonable to the class members when balanced against the probable outcome of further litigation
26 relating to class certification, liability and damages issues, and potential appeals; (2) significant
27 informal discovery, investigation, research, and litigation have been conducted such that counsel
28 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement

1 at this time will avoid substantial costs, delay, and risks that would be presented by the further
2 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of
3 intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court
4 preliminarily finds that the Settlement Agreement was entered into in good faith.

5 4. A final fairness hearing on the question of whether the proposed settlement,
6 attorneys' fees and costs to Class Counsel, and the class representative's enhancement award
7 should be finally approved as fair, reasonable and adequate as to the members of the class is
8 hereby set in accordance with the Implementation Schedule set forth below.

9 5. The Court provisionally certifies for settlement purposes only the following class
10 (the "Settlement Class"):

11
12 All persons employed by Golden State Supply, LLC, to work in any non-
13 exempt hourly paid job position in California, at any time between
14 November 6, 2019 to preliminary approval; except for current or former
15 non-exempt employees working at any Carquest or Worldwide Auto
branded retail location and/or Distributions Centers in California, at any
time between November 6, 2019 to December 31, 2021, whose claims were
previously released.

16 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
17 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
18 Settlement Classes are so numerous that joinder is impractical; (2) there are questions of law and
19 fact that are common, or of general interest, to all Settlement Class Members, which predominate
20 over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class
21 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
22 Settlement Class Members; and (5) a class action is superior to other available methods for the fair
23 and efficient adjudication of the controversy.

24 7. The Court appoints, for settlement purposes only, Ixel Amairami Gonzalez, Leticia
25 Romero and Donovan Sheffield, as Class Representatives.

26 8. The Court appoints, for settlement purposes only, Moon Law Group, APC, and
27 Elkin Gamboa, LLP, as Class Counsel. The Court further preliminarily approves Class Counsel's
28

1 ability to request attorneys' fees of up to thirty-three and one-third (33.3%) of the Total Settlement
2 Amount (\$462,000), and costs not to exceed \$35,000.00.

3 9. The Court appoints Apex Class Action LLC, as the Settlement Administrator with
4 reasonable administration costs estimated not to exceed \$37,000.00.

5 10. The Court approves, as to form and content, the Class Notice, attached hereto as
6 **Exhibit "1"** and incorporated herein, and finds that the Class Notice satisfies the requirements of
7 California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members
8 of the terms of the final approval hearing date, the proposed settlement terms and of their options,
9 including: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and
10 the essential terms of the Settlement; (2) Named Plaintiff's and Class Counsel's applications for
11 the class representative's enhancement award, and Class Counsel's request for attorney's fees and
12 litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4)
13 Settlement Class Members' rights to appear through counsel if they desire; (5) how to object to the
14 Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain
15 additional information regarding the action and the Settlement. Counsel for the Parties are
16 authorized to correct any typographical errors in settlement and make clarifications, to the extent
17 the same are found or needed, so long as such corrections do not materially alter the substance of
18 the documents.

19 11. The Court approves the procedure for Class Members to participate in, request
20 exclusion from, or object to, the Settlement Agreement, and preserve appeal rights as set forth in
21 the Settlement Agreement and the Class Notice.

22 12. The Court finds that the deadlines and method set forth in the Settlement
23 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
24 notice practicable under the circumstances, constitute due and sufficient notice to all persons
25 entitled to notice, and otherwise satisfy the requirements of California law and due process.

26 13. Defendants are directed to provide the Settlement Administrator, not later than
27 twenty-one (21) days after the Preliminary Approval Date, the Class List, as set forth in the
28 Settlement Agreement.

1 14. The Court directs the Settlement Administrator to send out the Notice attached
2 hereto as Exhibit "1" to Class Members via first class mail within fifteen (15) days after receipt of
3 the Class List, and to otherwise carry out the Settlement according to the terms of the Settlement
4 Agreement and in conformity with this Order.

5 15. The Parties are also ordered to carry out the Settlement according to the terms of
6 the Settlement Agreement.

7 16. Any class member who does not request exclusion from the settlement may object
8 to the Settlement Agreement.

9 17. The Court orders the following Implementation Schedule:

11 Defendant to Provide Class List to Settlement Administrator	Within 21 days of preliminary approval
12 Settlement Administrator to mail Notice Packets by First Class Mail	Within 15 days of receipt of the Class List
13 Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.	45 days after mailing of the Class Notice
14	
15 Deadline to file declarations verifying service of Notice	Within 11 days of the close of the Opt-out/Objection period
16 Deadline to file Motion for Final Approval and application for award of attorneys' fees, costs and service payments	16 court days prior to the hearing on the Motion for Final Approval
17	
18 Deadline for filing of any written opposition to the Motion for Final Approval, or filing any response to an objection to the Settlement.	9 court days prior to the hearing on the Motion for Final Approval
19	
20	
21 Deadline for filing of any written reply to any opposition to the Motion for Final Approval	5 court days prior to the hearing on the Motion for Final Approval
22	
23 Final Approval Hearing	<u>Nov. 12, 2025</u> at <u>8:30am</u> in Department S27.

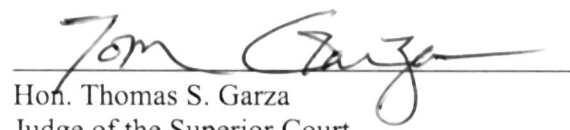
24
25 18. The Court further ORDERS that, pending further order of this Court, all
26 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

27 19. The Settlement is preliminarily approved but is not an admission by Defendants of
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1 the validity of any claims in this class and PAGA action, or of any wrongdoing or violation of law
2 by Defendants. Neither the Agreement nor any related document shall be offered or received in
3 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings
4 as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set
5 forth in the Agreement are deemed part of this Order.

6
7 **IT IS SO ORDERED.**

8
9 DATED: 5/12/25


Hon. Thomas S. Garza
Judge of the Superior Court