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[PROPOSED] FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On May 12, 2025, the Court entered an Order which granted Plaintiff’s Motion for Preliminary Approval of Class Action, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the “Preliminary Approval Order”), thereby preliminarily approving a settlement of the above-entitled action (the “Action”) that was reached between Plaintiffs Ixel Amairami Gonzalez, Leticia Romero, and Donovan Sheffield (“Plaintiffs”) and Defendants Golden State Supply, LLC and Advance Auto Parts (“Defendants”) (together with Plaintiff, the “Parties”), in accordance with the Parties’ Joint Stipulation of Class Action Settlement and Release (the “Settlement”). The Settlement was attached as **Exhibit A** to the Declaration of Michael Elkin in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement that was filed on December 19, 2024.

The Court now has before it Plaintiffs’ Motion for Final Approval of Class Action Settlement, including a motion for payment of attorneys’ fees to Class Counsel, litigation costs to Class Counsel, Service Enhancement Payments to the Class Representatives, Settlement Administration Costs, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively “Motion for Final Approval”), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiffs’ Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.
2. Plaintiff’s Motion for Final Approval came before Department S27 of this Court, the Honorable Thomas S. Garza presiding, on November 12, 2025.
3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections and only one (1) Request
9 for Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for
10 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the “Class
12 Members”): all persons currently or formerly employed by Defendants to work in any non-exempt
13 hourly paid job position in California, at any time during the Class Period; except for current or
14 former non-exempt employees working at any Carquest or Worldwide Auto branded retail location
15 and/or Distributions Centers in California, at any time between November 6, 2019 to December 31,
16 2021, whose claims were previously released. The “Class Period” means the time period between
17 November 6, 2019 to May 12, 2025.

18 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
19 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
20 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
21 from the Settlement do not apply to the Released PAGA Claims.

22 6. The Released PAGA Claims shall bind the following individuals (“PAGA
23 Members”): all non-exempt, hourly-paid. California employees employed by Defendants during the
24 PAGA Period. The “PAGA Period” means the period from August 22, 2022 through May 12, 2025.

25 7. The Court finds that Plaintiffs exhausted all administrative remedies required to
26 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
27 with respect to the Released PAGA Claims being released under the Settlement. The Court further
28 finds that pursuant to California Labor Code section 2699(k)(1)(2), the California Labor and

1 Workforce Development Agency (“LWDA”) has been given timely notice of the Settlement, has not
2 objected, and is therefore bound by this Final Approval Order.

3 8. The deadline to submit a Request for Exclusion or to submit written objections to the
4 Settlement for the majority of Class Members was August 1, 2025.

5 9. One (1) Request for Exclusion was received from Vanno Plong. No other Requests
6 for Exclusion were received. Accordingly, 5,760 Class Members remain in the Class and are bound
7 by this Final Approval Order and the accompanying Judgment.

8 10. The Court finds that a full opportunity has been afforded to Class Members to object
9 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
10 opportunity to object to the Settlement. No written objections were received, and no Class Members
11 appeared at the Final Approval Hearing to present any objections.

12 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
13 Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided
14 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
15 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
16 practicable under the circumstances, by providing individual and adequate notice of the proceedings
17 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
18 requirements of due process and provided the Class Members with adequate instructions and a variety
19 of means to obtain additional information.

20 12. Class Release. All Participating Class Members, on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
22 and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
23 been alleged, based on the facts stated in the Operative Complaint. Except as set forth in Section 5.3
24 of this Agreement, Participating Class Members do not release any other claims, including claims
25 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
26 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
27 occurring outside the Class Period.

28 13. PAGA Release. All Non-Participating Class Members who are Aggrieved Employees

1 are deemed to release, on behalf of themselves and their respective former and present
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
3 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
4 on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice

5 14. General Release by Class Representatives. Upon the Effective Date of this Settlement
6 Agreement, the Class Representatives will release and discharge Released Parties from any and all
7 claims she has or may have against them at this time and will waive any and all rights they have or
8 may have under California Civil Code § 1542, and agree that all other members of the Settlement
9 Class will release any and all claims that were asserted in the First Amended Class Action Complaint
10 (“Operative Complaint”) or could have arisen out of the allegations made in the Operative Complaint.

11 15. Each of the Class Representatives acknowledge that they have had the opportunity to
12 review, and has reviewed, California Civil Code section 1542, which provides: A general release
13 does not extend to claims that the creditor or releasing party does not know or suspect to exist in his
14 or her favor at the time of executing the release and that, if known by him or her, would have
15 materially affected his or her settlement with the debtor or released party. Being fully informed of
16 this provision of the Civil Code and understanding its provisions, the Class Representatives agree to
17 waive any rights under that section, and acknowledges that this Settlement Agreement and the release
18 contained herein extends to all claims that she has or might have against the Released Parties,
19 including those which are presently unknown to her or that she does not know or suspect to exist,
20 which, if known by Plaintiffs, might have affected her settlement with, and release of, the Released
21 Parties or might have affected her decision.

22 16. The Parties shall bear their own respective attorneys’ fees and costs, except as
23 otherwise provided for in the Settlement and approved by the Court.

24 17. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
25 the methodology used to calculate individual Settlement Class Payments and individual PAGA
26 Payments to Participating Class Members and PAGA Members, respectively, are fair and reasonable.
27 Thus, the Court authorizes the Settlement Administrator to calculate and pay individual settlement
28 shares in accordance with the terms of the Settlement.

1 18. Defendants are ordered to fully fund the Gross Settlement Amount (**\$1,380,000.00**),
2 share of payroll taxes, separate and apart from the Gross Settlement Amount, by transmitting the
3 funds to the Administrator no later than thirty (30) business days after the Effective Date.

4 19. From the Gross Settlement Amount the Settlement Administrator shall pay no later
5 than 15 calendar days after the Effective Date: (1) the Class Representatives' Service Enhancement
6 Payments; (2) the Settlement Administration Costs; (3) the part of the PAGA Award or \$75,000.00
7 payable to the LWDA; (4) Class Counsel's awarded attorney fees; (5) Class Counsel's awarded costs;
8 (6) the Net PAGA Amount to PAGA Members; and (7) the Net Settlement Amount to Participating
9 Class Members.

10 20. A total amount of \$100,000.00 shall be allocated as the "PAGA Award," payable from
11 the Gross Settlement, for resolution of the Released PAGA Claims and distributed as follows: 75%
12 (**\$75,000.00**) to the LWDA and 25% (**\$25,000.00**) to PAGA Members (the "Net PAGA Amount").

13 21. The Court finds Plaintiff has adequately represented the Class and therefore confirms
14 the appointment of each of the Named Plaintiffs as Class Representatives, for settlement purposes
15 only. In addition to any recovery that the Named Plaintiffs are eligible to receive as a Participating
16 Class Member, the Court approves and orders a service payment to each of the Plaintiffs in the
17 amount of **\$10,000.00** (the "Service Award"), payable from the Gross Settlement Amount, for their
18 respective roles and services as the Class Representatives, for the risks and work attendant to that
19 role, and for their general release of claims and waiver of section 1542 rights.

20 22. The Court confirms the appointment of Kane Moon and Daniel J. Park of Moon Law
21 Group, PC, and Michael Elkin of Elkin Gamboa, LLC as Class Counsel, for settlement purposes
22 only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of
23 interest with Plaintiffs, other Class Members, or the Settlement Administrator, and have adequately
24 represented Class interests. The Court approves and orders the payments to Class Counsel, payable
25 from the Gross Settlement Amount, of **\$462,000.00** for reasonable attorneys' fees, and of up to
26 **\$35,000.00**, for reimbursement of out-of-pocket litigation costs. The Court finds that these amounts
27 are reasonable considering the benefits provided to the Class.

28 23. The Court confirms the appointment of Apex Class Action, LLC as the Settlement

1 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
2 the payment to the Administrator of **\$37,000.00** (“Settlement Administration Costs”), payable from
3 the Gross Settlement Amount, for settlement administration.

4 24. Pursuant to California Code of Civil Procedure section 384, following the expiration
5 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
6 Administrator shall transmit those amounts to the California State Controller’s Unclaimed Property
7 Fund in the name of each Participating Class Member who failed to cash their settlement check prior
8 to the void date.

9 25. Pursuant to California Code of Civil Procedure section 384, following the expiration
10 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
11 Administrator shall transmit those amounts to the California State Controller’s Unclaimed Property
12 Fund in the name of each Participating Class Member and/or PAGA Member who failed to cash their
13 settlement check prior to the void date.

14 26. In accordance with California Rule of Court 3.771(b), notice of the concurrently
15 filed Judgment will be given to the Class by the Settlement Administrator, who will post an
16 electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

17 27. This Final Approval Order and the concurrently filed Judgment are intended to be a
18 final disposition of the Action in its entirety and are intended to be immediately appealable.

19 28. The obligations set forth in the Settlement are deemed part of this Final Approval
20 Order and the concurrently filed Judgment, and the Parties and the Settlement Administrator are
21 ordered to carry out the Settlement according to its terms and provisions.

22 29. After entry of the concurrently filed Judgment, the Court shall have continuing
23 jurisdiction under Cal. Rules of Court, Rule 3.769(h) to enforce the terms of the Judgment.

24 30. The Settlement is finally approved but is not an admission by Defendants of the
25 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of
26 law. Neither the Settlement nor any related document shall be offered or received in evidence in
27 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
28 necessary to consummate or enforce the Settlement.

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31. The Court sets a (Non-Appearance) Hearing re: Distribution on Jan. 4, 27 at 0830 am in Department S27. Class Counsel are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than Dec. 28, 2024

IT IS SO ORDERED.

DATE: 4/1/26



THE HON. THOMAS S. GARZA
Judge of the Superior Court, San Bernardino County