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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SANDI ORTIZ CUEVAS and MARIA L.
YANEZ ZEPEDA, individually, on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved persons;
JOSE LUIS RAMIREZ, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

TMI AUTOMOTIVE PRODUCTS INC., a
California corporation; TMI PRODUCTS, INC.,
a California corporation; IPC IMPORT PARTS
CONNECTION INC., A California corporation;
and DOES 1 through 10,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 06 2026

D. Board DB

LAT

APR 07 2026

Case No.: CVRI2304340

*[Assigned for All Purposes to the Hon.
Harold W. Hopp, Dept. 1]*

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

Preliminary Approval Hearing:

Date: April 2, 2026

Time: 8:30 a.m.

Dept: 1

Action Filed: August 21, 2023

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1 The Motion for Preliminary Approval of Class Action and PAGA Settlement came
2 before this Court on January 22, 2026, at 8:30 a.m., or as soon thereafter as the matter may be
3 heard, in Department 1 of the Superior Court of California, County of Riverside, located at the
4 Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. The Court, having
5 considered the proposed Class Action and PAGA Settlement Agreement entered into by and
6 between Plaintiffs Sandi Ortiz Cuevas, Jose Luis Ramirez, and Maria Yanez Zepeda
7 (collectively “Plaintiffs”) and Defendants TMI Automotive Products, Inc.; TMI Products, Inc.;
8 and IPC Import Parts Connection Inc. (collectively “Defendants”) (Plaintiffs and Defendants
9 collectively, the “Parties”), attached as **Exhibit 3** to the Declaration of Arrash T. Fattahi in
10 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement
11 (hereinafter collectively, the “Settlement” or “Settlement Agreement”); having considered the
12 Motion for Preliminary Approval of Class Action and PAGA Settlement; having considered the
13 points and authorities and declarations submitted by the Parties in support thereof; and good
14 cause appearing, HEREBY ORDERS THE FOLLOWING:

15 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
16 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
17 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
18 the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration
19 of Arrash T. Fattahi in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action
20 and PAGA Settlement as **Exhibit 3**.

21 2. The Settlement falls within the range of reasonableness of a settlement which
22 could ultimately be given final approval by this Court, and appears to be presumptively valid,
23 subject only to any objections that may be raised at the Final Approval Hearing and final
24 approval by this Court. Defendant has agreed to pay \$542,000.00 to cover (a) Individual Class
25 Payments to Participating Class Members (class members who do not validly opt out); (b)
26 Private Attorneys General Act (“PAGA”) Penalties in the amount of \$20,000.00 with 75%
27 (\$15,000.00) allocated to the California Labor & Workforce Development Agency (“LWDA”)
28 PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments to be paid to

1 aggrieved employees; (c) Class Representative Service Payments of up to \$7,500 for each of
2 the Plaintiffs (\$22,500.00 collectively); (d) Class Counsel Fees Payment not to exceed one third
3 (1/3) of the Gross Settlement Amount (currently estimated at \$180,666.67) and Class Counsel
4 Litigation Expenses Payment up to \$45,000.00 for actual litigation expenses incurred by Class
5 Counsel; and (e) Administration Expenses Payment not to exceed \$6,990.00.

6 3. The Court preliminarily finds that the terms of the Settlement appear to be within
7 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
8 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
9 and reasonable to the class members when balanced against the probable outcome of further
10 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
11 significant informal discovery, investigation, research, and litigation have been conducted such
12 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
13 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
14 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
15 the result of intensive, serious, and non-collusive negotiations between the Parties with the
16 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
17 that the Settlement Agreement was entered into in good faith.

18 4. A final approval hearing on the question of whether the proposed Settlement,
19 attorneys' fees and costs to Class Counsel, payment to the LWDA and aggrieved employees for
20 their share of the settlement of claims for penalties under the PAGA, and the Class
21 Representative Service Payment should be finally approved as fair, reasonable and adequate as
22 to the members of the Class is hereby set in accordance with the Implementation Schedule set
23 forth below.

24 5. The Court provisionally certifies for settlement purposes only the following class
25 (the "Settlement Class"): "all non-exempt, hourly individuals that worked for Defendants in
26 California during the Class Period."

27 6. "Class Period" means the period from February 24, 2019, through April 20, 2025.

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

9 8. The Court appoints as Class Representatives, for settlement purposes only,
10 Plaintiffs Sandi Ortiz Cuevas, Jose Luis Ramirez, and Maria Yanez Zepeda. The Court further
11 preliminarily approves Plaintiffs' ability to request a Class Representative Service Payment of
12 up to \$7,500 each.

13 9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC;
14 Blackstone Law, APC; and Torus LLP as Class Counsel. The Court further preliminarily
15 approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross
16 Settlement Amount (currently \$180,666.67), and costs not to exceed \$45,000.00.

17 10. The Court appoints Apex Class Action Administration as the Settlement
18 Administrator with reasonable administration costs estimated not to exceed \$6,990.00.

19 11. The Court approves, as to form and content (1) the revised Class Notice, attached
20 hereto as **Exhibit A**; (2) the Request for Exclusion Form, attached hereto as **Exhibit B**; and (3)
21 the Notice of Objection Form, attached hereto as **Exhibit C**. The Court finds on a preliminary
22 basis that plan for distribution of the Class Notice, Request for Exclusion Form, and Notice of
23 Objection Form to Settlement Class Members satisfies due process, provides the best notice
24 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
25 entitled thereto.

26 12. The Parties are ordered to carry out the Settlement according to the terms of the
27 Settlement Agreement.

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1 13. Any class member who does not timely and validly request exclusion from the
2 Settlement may object to the Settlement Agreement.

3 14. A declaration from the Administrator shall be filed concurrently with the Motion
4 for Final Approval and shall authenticate a copy of every exclusion form and every objection
5 form the Administrator receives. The Administrator shall be required to notify any objecting
6 party of a continuance of the hearing date on the Motion for Final Approval. Using best efforts
7 to perform as soon as possible, and in no event later than 10 days after receiving the Class Data,
8 the Administrator will send to all Class Members identified in the Class Data, via first-class
9 United States Postal Service (“USPS”) mail, the Notice Packet, with Spanish translation.

10 15. A full version of the Notice Packet, with Spanish translation, will be available on
11 the Administrator’s website for the settlement. The website will be provided on the summary
12 Class Notice. Before mailing Notice Packets, the Administrator shall update Class Member
13 addresses using the National Change of Address database. The Administrator will establish and
14 maintain and use an internet website to post information of interest to Class Members including
15 the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion
16 for Preliminary Approval, the Preliminary Approval Order, the Notice Packet, the Motion for
17 Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
18 Payment and Class Representative Service Payments, the Final Approval and the Judgment.

19 16. The Administrator must, on a weekly basis, provide written reports to Class
20 Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets
21 mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion and Request
22 for Exclusion Forms (whether valid or invalid) received, objections and Notice of Objection
23 Forms received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved,
24 and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
25 Report”).

26 17. The Administrator will provide to Class Counsel and Defense Counsel, a signed
27 declaration suitable for filing in Court attesting to its due diligence and compliance with all of
28 its obligations under this Agreement, including, but not limited to, its mailing of the Notice

1 Packets, the Notice Packets returned as undelivered, the re-mailing of the Notice Packets,
2 attempts to locate Class Members, the total number of Requests for Exclusion and Request for
3 Exclusion Forms it received (both valid or invalid), the number of written objections and Notice
4 of Objection Forms and attach the Exclusion List.

5 18. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	21 days after the Court grants Preliminary Approval of the Settlement
Notice Packet: Last day for Administrator to mail the Notice Packet to Class Members	10 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	August 14, 2026, at 8:30 a.m., in Dept. 1 of the above-referenced courthouse

20 19. The Court further ORDERS that, pending further order of this Court, all proceedings
21 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

22 **IT IS SO ORDERED.**

23
24
25 DATE: 4/2/26



HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Sandi Ortiz Cuevas, et al. v. TMI Automotive Products Inc., et al.
Riverside County Superior Court, Case No. CVRI2304340

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

Your legal rights may be effected as a result of a settlement in a class action lawsuit (“Action”) against TMI Automotive Products Inc., TMI Products, Inc., and IPC Import Parts Connection Inc. (“TMI/IPC” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former TMI/IPC employees, Sandi Ortiz Cuevas, Maria L. Yanez Zepeda, and Jose Luis Ramirez (“Plaintiffs”), and seeks payment of back wages and other relief for a class of hourly-paid, non-exempt employees (“Class Members”) who worked for TMI/IPC in California during the Class Period (February 24, 2019 to April 20, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt, hourly-paid employees who worked for TMI/IPC in California during the PAGA Period (September 22, 2022 to April 20, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring TMI/IPC to fund Individual Class Payments, and (2) a PAGA Settlement requiring TMI/IPC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The range of potential recovery under the settlement is \$ _____ to \$ _____. Based on TMI/IPC’s records and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to TMI/IPC’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on TMI/IPC’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act. Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires TMI/IPC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against TMI/IPC.

If you worked for TMI/IPC during the Class Period and/or the PAGA Period, you have two

basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against TMI/IPC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion Form attached to this notice or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against TMI/IPC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

TMI/IPC will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against TMI/IPC that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. TMI/IPC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to TMI/IPC’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former TMI/IPC employees. The Action accuses TMI/IPC of violating California labor laws by failing to pay minimum and straight time wages, failing to pay overtime wages, failing to provide meal periods, failing to authorize and permit rest periods, failing to timely pay final wages at termination, failing to provide accurate itemized wage statements, failing to indemnify employees for expenditures, and unfair business practices. Based on the same claims, Plaintiff Cuevas and Plaintiff Zepeda have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC; David Alami, Daniel J. Hyun, and Shaheen Anthony Etemadi of Torus LLP; and Jonathan M. Genish, Barbara DuVan-Clarke, and Alexander K. Spellman of Blackstone Law, APC (collectively, “Class Counsel”).

TMI/IPC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Parties have agreed to this Settlement voluntarily; there has been no finding by the Court that TMI/IPC is liable to you or any other Class Member.

///

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination whether TMI/IPC or Plaintiffs are correct on the merits. The Court has only determined that there is evidence suggesting that the settlement is fair, adequate, and reasonable; any final determination will be made at the hearing regarding final approval of the Settlement. In the meantime, Plaintiffs and TMI/IPC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and TMI/IPC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TMI/IPC does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) TMI/IPC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The Gross Settlement Amount (Gross Settlement) of the settlement is \$542,000.00. TMI/IPC has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representatives’ Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, TMI/IPC will fund the Gross Settlement no later than 30 days after the Court enters a Judgment and the Judgment is final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or if the Judgment is appealed. The Judgment will preclude relitigation of the Released Claims in accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 991 (a matter is precluded where “a nonparty was adequately represented by someone with the same interests who was a party, as in properly conducted class actions”).
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 1/3 of the Gross Settlement, currently estimated at \$180,666.67, to Class Counsel for attorneys’ fees and up to \$45,000.00 for their litigation expenses. To

date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500.00 to each plaintiff (up to \$22,500.00 total) as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment.
- C. Up to \$6,990.00 to the Administrator for services administering the Settlement.
- D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and TMI/IPC are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. TMI/IPC will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and TMI/IPC have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be transmitted to the California State Controller's Unclaimed Property Fund under your name.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out.

The easiest way to notify the Administrator is to complete and sign the attached Request for Exclusion Form and send it to the Administrator by the _____ Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against TMI/IPC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against TMI/IPC based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and TMI/IPC have agreed that, in either case, the Settlement will be void: TMI/IPC will not pay any money and Class Members will not release any claims against TMI/IPC.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks or Aggrieved Employee Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and TMI/IPC has fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against TMI/IPC or other Released Parties (“Released Parties” means: Defendants, and their respective past, present, and future directors, officers, shareholders, employees, insurers, subsidiaries, affiliates, successors, assigns, and agents) for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

The claims released against the Released Parties by Participating Class Members are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint. The Released Class Claims are those that accrued during the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and TMI/IPC has fully funded the Gross Settlement (and separately paid the employer-side

payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against TMI/IPC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against TMI/IPC or other Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The claims released by Plaintiff on behalf of the State of California are all claims for PAGA civil penalties that are alleged and reasonably could have been alleged based on the facts alleged in the Operative Complaint and PAGA Notices that accrued during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in TMI/IPC's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept TMI/IPC's calculation of Workweeks and/or Pay Periods based on TMI/IPC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TMI/IPC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check

to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member.)

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt-out of the Settlement, complete and sign the attached Request for Exclusion Form. Alternatively, you may submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sandi Ortiz Cuevas, et al. v. TMI Automotive Products Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. You can object to the Class Settlement by submitting the written Objection Form attached to this notice or otherwise notifying the Administrator in writing. Before deciding whether to object, you may wish to see what Plaintiffs and TMI/IPC are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiffs are requesting as the Class Representative's Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you

identify the Action as *Sandi Ortiz Cuevas, et al. v. TMI Automotive Products Inc., et al.*, and include your name, current address, telephone number, and approximate dates of employment for TMI/IPC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 1 of the Riverside County Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, California 92501, accessible online at <https://www.riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. Check the Court's website for the most current information (occourts.org).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (_____) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything TMI/IPC and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to APEX Class Action Administration's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the website of the Riverside County Superior Court, Historic Courthouse, Department 1, located at 4050 Main Street, Riverside, California 92501 by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/379>) and entering the Case Number for the Action, Case No. CVRI2304340. The Agreement can be found as Exhibit 3 in the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside County Historic Courthouse by calling (951) 777-3147.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Facsimile: (855) 786-6356
jgenish@blackstonepc.com
bdc@blackstonepc.com
aspellman@blackstonepc.com

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address: [FILL IN]

Mailing Address: [FILL IN]

Telephone: [FILL IN]

Fax Number: [FILL IN]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If

you do not cash your check by the void date, the money will be sent to the California State Controller's Unclaimed Property Division. Should you not cash your check in a timely fashion, you may find out more about how to recover your money by visiting https://www.sco.ca.gov/search_upd.html.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO NOT PARTICIPATE IN THIS SETTLEMENT AND CHOOSE NOT TO RECEIVE A SETTLEMENT SHARE*]

OPT-OUT FORM / REQUEST FOR EXCLUSION

Sandi Ortiz Cuevas, et al. v. TMI Automotive Products Inc., et al.
RIVERSIDE COUNTY SUPERIOR COURT CASE NUMBER CVRI2304340

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [+60 DAYS FROM MAILING], ADDRESSED TO:

APEX CLASS ACTION ADMINISTRATION
<<ADDRESS>>

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POSTMARKED ON OR BEFORE [DATE].

I [insert your name] _____ wish to be excluded from the Settlement Class in the case of *Sandi Ortiz Cuevas, et al. v. TMI Automotive Products Inc., et al.*, Riverside County Superior Court, Case Number CVRI2304340.

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval that were sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendant has not encouraged me to opt out, and I choose to opt out of my own free will.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number _____

EXHIBIT C

NOTICE OF OBJECTION TO CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
Sandi Ortiz Cuevas, et al. v. TMI Automotive Products Inc., et al.
Case No. CVRI2304340

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _____

INSTRUCTIONS

IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.

You have a right to object to the Settlement, or any of its terms. In order to object, you must not have submitted an Opt-Out Form/Request for Exclusion. If you choose to object, you must complete, sign and mail this form by first class U.S. mail or equivalent, postage paid, postmarked on or before [+60 days from mailing], addressed to to *Sandi Ortiz Cuevas, et al. v. TMI Automotive Products Inc., et al.*, c/o APEX Class Action Administration, [insert mailing address of administrator].

- 1) NAME: _____
- 2) ADDRESS: _____
- 3) TELEPHONE NUMBER: _____
- 4) LAST FOUR OF YOUR SOCIAL SECURITY NUMBER AND/OR EMPLOYEE IDENTIFICATION NUMBER: _____
- 5) DATES OF EMPLOYMENT WITH COMPANY: _____
- 6) DO YOU INTEND TO APPEAR AT THE FINAL APPROVAL HEARING? (CIRCLE: YES / NO)
- 7) DESCRIBE THE BASIS OF YOUR OBJECTION IN THE SPACE PROVIDED BELOW. YOU MAY ENCLOSE ADDITIONAL PAGES.

I HEREBY CONFIRM THAT I WANT TO OBJECT TO THE SETTLEMENT FOR THE REASONS STATED HEREIN.

8) DATE: _____

9) SIGNATURE: _____

STATEMENT: _____

