Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Robert Myong (SBN 262097)
Robert.Myong@CapstoneLawyers.com
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

David R. Markham, Bar No. 071814
dmarkham@markham-law.com
Lisa Brevard, Bar No. 323391
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect St. Suite 200
La Jolla, CA 92037
Telephone: 619.399.3995
Facsimile: 619.323.1684

Attorneys for Plaintiffs

[*Additional Counsel listed on following page.*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

SYED SHAMSUDDOHA, MIRIAM HERNANDEZ, ZACHARY LEWIS, RAFAEL MIRAVETE, and DEVON STARKS, as Covered Employees pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

AUTOZONERS, LLC, limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-16-550266

[PROPOSED[ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Hearing Date: December 2, 2026
Hearing Time: 9:00 a.m.

Dept.: 302
Judge: Hon. Joseph M. Quinn

Action Filed:
Trial Date: Not Set

Walter Haines (SBN 071075)
UNITED EMPLOYEES LAW GROUP
5500 Bolsa Avenue, Suite 201
Huntington Beach, CA 92649
Telephone: (877) 696-8378
Facsimile: (562) 256-1006

Monica Balderrama (SBN 196424)
MBalderrama@InitiativeLegal.com
Initiative Legal Group APC
1801 Century Park East, Suite 2500
Los Angeles, California 90067
Telephone: (310) 556-5637
Facsimile: (310) 861-9051

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Paolo Policastro, Esq. (SBN 359731)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
ppolicastro@lelawfirm.com

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
Nicholas J. De Blouw (SBN #280922)
Sergio J. Puche (SBN# 289437)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

ORDER AND JUDGMENT

1. Plaintiffs Zachary Lewis, Rafael Miravete, Devon Starks, Syed Shamsuddoha, and Miriam Hernandez (collectively "Plaintiffs") move for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against Defendant AutoZoners, LLC ("Defendant").

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the Joint Stipulation of PAGA Settlement and Release ("Settlement," "Settlement Agreement," "Agreement," or "Stipulation"), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency ("LWDA").

3. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross Settlement Amount in the total sum of 2,380,000, which includes the Gross PAGA Fund, the Administration Fees and Costs (not to exceed $85,745) for ILYM Group, Inc., to administer the settlement, Attorneys' Fees Payment in the amount of $793,333 (one-third of the Gross Settlement Amount), Attorneys' Costs in the amount of $54,394.43, and Representative Enhancement Payments to Plaintiffs of not more than $10,000 each (for a total of $50,000 in "Representative Enhancement Payments"). The Gross PAGA Fund of no less than $1,396,527.57, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and Attorneys' Fees and Attorneys' Costs, and shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than $1,047,395.67 and 25% will be paid to the Aggrieved Employees (no less than $349,131.90).

4. The Court, having reviewed the evidence and papers submitted and argument of

counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff's motion and approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be allocated and paid out as set forth in the Agreement.

5. The "Covered Employees" are defined as individual who is or previously was employed by Defendant in California and is or was classified as a non-exempt employee at any time during the Covered Period. The "Covered Period" means October 5, 2022, through January 10, 2026.

6. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release of the Released PAGA Claims. The "Released PAGA Claims" which means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and legal theories stated in the Operative Complaint and all PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the Covered Period while employed in a non-exempt position in California. The Released PAGA Claims cover all allegations in in the Operative Complaint for PAGA penalties including: failure to pay or properly pay all wages due (including regular wages, minimum wages, overtime wages, time rounding, "synthetic" timekeeping, double time wages, off the clock work, sick pay, sick leave wages, vacation wages, and all other wage payments); failure to properly calculate or pay the regular rate of pay; failure to provide properly meal and/or rest periods and/or to properly provide premium pay in lieu thereof; failure to properly calculate and/or pay meal and/or rest premiums; failure to reimburse all manner of business expenses; failure to provide suitable seating; failure to provide personnel records; recordkeeping violations; failure to provide complete and/or accurate wage statements; failure to properly and timely pay wages during employment; failure to properly and timely pay wages due upon termination of employment; failure to pay waiting time penalties; failure to provide paid sick leave; forced patronage; failure to pay accrued vacation pay; failure to pay or properly pay split shifts and/or reporting time; unlawful deductions from wages; and any other amounts recoverable under PAGA arising out of the Released PAGA Claims. (collectively the "Released PAGA Claims"). The Released PAGA Claims exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Covered Period, and PAGA claims outside of the Covered Period. The Released PAGA Claims also expressly exclude Plaintiffs' non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement.

7. This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, the Covered Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order and Judgment to the LWDA within 10 days after its entry.

9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED:_____

_____
JUDGE OF THE SUPERIOR COURT