

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUL 13 2026

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Attorneys for Plaintiff CARLOS ANAYA,
on behalf of himself and all others similarly situated

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

CARLOS ANAYA, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

WORLD PAC, INC.; ADVANCED AUTO
PARTS; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 30-2023-01344326-CU-OE-CXC

CLASS AND PAGA ACTION

*[Assigned for all Purposes to the Hon. David A.
Hoffer, Dept. CX103]*

**~~[REVISED PROPOSED]~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Filed pursuant to Court Tentative Ruling]

Hearing Information:

Date: June 1, 2026

Time: 1:30 p.m.

Dept: CX-103

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff CARLOS ANAYA ("Plaintiff") against Defendants WORLDPAAC, INC.; ADVANCED
3 AUTO PARTS ("Defendants"). In the lawsuit, Plaintiff alleges that Defendants failed to pay
4 minimum wage and overtime for all hours worked; failed to provide legally compliant meal and rest
5 periods; failed to pay wages for accrued paid sick days; failed to provide legally compliant wage
6 statements; failed to timely pay wages at the time of separation of employment; and that these actions
7 violated the Labor Code and Business and Professions Code and gave rise to additional civil penalties
8 pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, ("PAGA")
9 to all non-exempt hourly employees who work or worked for Defendants in California from
10 December 9, 2021, through November 1, 2024.

11 Defendants deny all alleged wrongdoing, deny any liability to the Plaintiff, to members of the
12 putative class, and to allegedly aggrieved employees, and deny that Plaintiff's claims are appropriate
13 for class or representative treatment.

14 On September 10, 2025, this Court entered an order granting preliminary approval of the class
15 action settlement, resulting in preliminary certification of the following class for settlement purposes
16 only: all non-exempt employees who are or were employed by Defendants in California during the
17 Class Period. The "Class Period" is the period from December 9, 2021, through November 1, 2024.

18 The Court further directed the Plaintiff to provide notice to the class, which informed absent
19 class members with information regarding the settlement, including: (a) the proposed settlement, and
20 the settlement's key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right
21 of any Class Member to object to the proposed settlement, and an explanation of the procedures to
22 exercise that right; (d) the right of any class member to exclude themselves from the proposed
23 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
24 procedures for class members to participate in the proposed settlement.

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1 The Court, upon notice having been given as required in the preliminary approval order, and
2 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
3 **AND ENTERS JUDGMENT AS FOLLOWS:**

4 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
5 including all members of the settlement class and the aggrieved employees of the PAGA class.

6 2. The Court finds that the class is properly certified as a class for settlement purposes
7 only.

8 3. The notice provided to the class members conforms with the requirements of
9 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
10 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
11 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
12 the circumstances, by providing individual notice to all class members who could be identified
13 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
14 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
15 requirements of due process, and was the best notice practicable under the circumstances.

16 4. The Court finds the settlement was entered into in good faith, that the settlement is
17 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
20 3.769.

21 5. The Settlement Agreement is not an admission by Defendants, or by any other released
22 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
23 by Defendants or any other released party. Neither this Order and Judgment, the Settlement
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
25 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
26 concession, or liability whatsoever by or against Defendants or any of the other released parties.

27 6. No Class Members have objected to the terms of the Settlement.

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1 7. One Class Member has requested to be excluded from the Settlement. The Putative
2 Class Member who has opted-out of participating in the Class is Erroll Woodworth.

3 8. Defendants shall fund the gross settlement amount of One Million One Hundred
4 Eighty-Four Thousand Seven Hundred Fifty Dollars and Zero Cents (\$1,184,750.00), plus the amount
5 necessary to pay Defendant's share of payroll taxes, all within 21 days after the Effective Date as
6 defined in the Settlement Agreement.

7 8. The Administrator shall mail checks for all Individual Class Payments, all Individual
8 PAGA Payments, the LWDA PAGA Payment, the Administration Expense Payment, the Class
9 Counsel Fees Payment, the Class Counsel Litigation Expense Payment, and the Class Representative
10 Service Payments within 14 days after Defendants fund the Gross Settlement Amount. The
11 Administrator will post the notice on the class action landing page in compliance with Court Order
12 and CRC Rule 3.771 (b). The website landing page displaying the notice is
13 <https://www.ilymgroup.com/worldpac>.

14 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
15 recognition of Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
16 payment of an incentive award to Plaintiff in the amount of Five Thousand Dollars and Zero Cents
17 (\$5,000.00), payable from the gross settlement amount pursuant to the terms of the Settlement
18 Agreement.

19 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
20 Three Hundred Fifty-Five Thousand Four Hundred Twenty-Five Dollars and Zero Cents
21 (\$355,425.00), and the reimbursement of litigation expenses in the sum of \$18,000.00, both payable
22 from the gross settlement amount and pursuant to the terms of the settlement agreement. Both are
23 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
24 percentage of the common fund obtained for the class. The court also has considered the lodestar
25 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
26 actual benefit obtained for the class.

27 11. The Court approves the payment of Seventy-Five Thousand Dollars and Zero Cents
28 (\$75,000.00) to civil penalties pursuant to the Private Attorneys General Act of 2004, payable from

1 the gross settlement amount. Seventy-five percent (75%) of this amount, Fifty-Six Thousand and Two
2 Hundred Fifty Dollars and Zero Cents (\$56,250.00), will be paid to the Labor Workforce
3 Development Agency and twenty-five percent (25%), Three Thousand and Five Hundred Dollars and
4 Zero Cents (\$18,750.00), will be paid to the Aggrieved Employees as defined in and pursuant to the
5 terms of the Settlement Agreement.

6 12. The Court approves and orders payment in the amount of Fourteen Thousand Fifty-
7 Five Hundred Dollars and Zero Cents (\$14,550.00 to ILYM Group Inc. for performance of settlement
8 administration services pursuant to the terms of the settlement agreement. This amount will be
9 payable from the gross settlement amount and pursuant to the terms of the Settlement Agreement.

10 13. The Court approves and orders funding of the settlement in compliance with the terms
11 of the settlement agreement, including the payment and disbursement schedule.

12 14. Participating Class Members and Aggrieved Employees will have one hundred eighty
13 (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check.
14 For any check not cashed after 180 calendar days, within 10 calendar days following the check void
15 date, the Settlement Administrator shall cancel the check and remit the funds to California
16 Controller's Unclaimed Property Fund The Settlement Administrator shall inform the Parties
17 regarding the status of any uncashed checks at the conclusion of the 180 calendar day check cashing
18 period, including the amount at issue.

19 15. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
20 Settlement Agreement and declares the Settlement Agreement binding on Plaintiff, all Class Members
21 who have not opted out, and all Aggrieved Employees, all of whom will release the Released Parties
22 (defined below) from the released claims as set forth by the approved Settlement Agreement.

23 16. The Released Parties include Defendants and each of their former and present parent
24 companies, predecessors, successors, subsidiary companies, affiliates, assigns, corporations in
25 common control, divisions, related entities, and their respective partners, directors, officers,
26 shareholders, owners, attorneys, insurers, employees, administrators, fiduciaries, trustees, agents,
27 legal representatives, and benefit plans administrators, and their respective predecessors, successors,
28 and assigns.

1 8. All Participating Class Members, on behalf of themselves and their respective former
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
3 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
4 the Class Period facts stated in the Operative Complaint; this includes, but not limited to alleged
5 violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1194, 1197, 1198, 2698
6 et seq., California Business and Professions Code §§ 17200 et seq., claims for or related to alleged
7 unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay,
8 timely payment of wages at separation, wage statements, reporting time pay at the regular rate,
9 rounding of employee timekeeping records, paid sick leave, payroll records and recordkeeping, meal
10 periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair
11 business practices, as well as all other claims and allegations alleged in the Action. Except as set forth
12 in Section 5.2 of this Agreement, Participating Class Members do not release any other claims,
13 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
14 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
15 based on facts occurring outside the Class Period.

16 9. All Non-Participating Class Members who are Aggrieved Employees are deemed to
17 release, on behalf of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
19 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
20 facts stated in the Operative Complaint, and the PAGA Notice.

21 10. This Court shall retain jurisdiction over all matters related to the administration and
22 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
23 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final
24 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of
25 Released Claims, and over the Representative Plaintiff and all Class Members (and their attorneys
26 and law firms) in connection therewith.

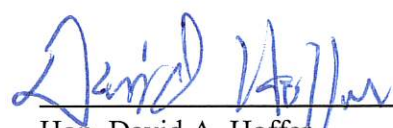
27 11. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
28 file a report for the settlement administrator by May 21, 2027, confirming the distribution of funds,

1 indicating the total amount paid to the class members and confirming the distribution of funds,
2 indicating the total amount paid to the class members and confirming that all funds, including
3 uncashed funds, have been disbursed.

4 12. A Final Accounting Hearing is set for June 7, 2027, at 1:30 p.m. in Department CX103.

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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7 Dated: 7/13/26

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9 Hon. David A. Hoffer.
10 Judge of the Superior Court
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