

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Sandi Ortiz Cuevas, Maria L. Yanez Zepeda, Jose Luis Ramirez, and all others similarly situated
2. Title of the proposed order:
Revised [Proposed] Judgment and Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval
 - b. Date and time: August 14, 2026 at 8:30 a.m.
 - c. Place: 4050 Main Street, Riverside, California 92501
4. The proposed order was served on the other parties in the case.

Karen L. Wallace
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Sandi Ortiz et al. v. TMI Automotive Products Inc. et al.

CASE NUMBER:
CVRI2304340

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):
660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017

b. My electronic service address is (*specify*): dariane.rose@wilshirelawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Megan Childres (SBN 266926), Kalli Sarkin (SBN 340061), Barbara DuVan-Clarke (SBN 259268), Alexandra Rose (SBN 329407), Lizeth Marin (SBN 360465), David Almani (SBN 341628), Daniel J. Hyun (SBN 309184), and Shaheen Anthony Etemadi (SBN 319138)

b. To (*electronic service address of person served*): mchildress@ohaganmeyer.com, ksarkin@ohaganmeyer.com

c. On (*date*): 8/18/2026

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 8/18/2026

Dariane Rose

(TYPE OR PRINT NAME OF DECLARANT)




(SIGNATURE OF DECLARANT)

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Attorneys for Plaintiff
SANDI ORTIZ CUEVAS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE - HISTORIC COURTHOUSE**

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.

Case No.: CVRI2304340

*[Assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

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

Final Approval Hearing:

Date: August 14, 2026

Time: 8:30 a.m.

Dept.: 1

Complaint filed: August 21, 2023

Trial date: None set

REVISED [PROPOSED] ORDER

Plaintiff Plaintiffs Sandi Ortiz Cuevas, Jose Luis Ramirez, and Maria Yanez Zepeda's (collectively "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came before this Court on August 14, 2026 at 11:00 a.m., in Department 1 of the Superior Court of California, County of Riverside located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Plaintiffs now seek an order granting final approval of the Class Action and Settlement ("Settlement") between Plaintiffs and Defendants TMI Automotive Products, Inc., TMI Products, Inc., and IPC Import Parts Connection Inc. ("Defendants") (collectively, the "Parties"). A true and correct copy of the Class Action and Settlement Agreement ("Agreement") is attached as **Exhibit 3** to the Declaration of Arrash T. Fattahi filed December 29, 2025. A true and correct copy of the Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") is attached thereto as **Exhibit A**.

On April 2, 2026, this Court issued an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its class action components.

Having received and considered the Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval granted pursuant to the Preliminary Approval Order and the instant Motion and supporting papers, as well as all oral argument presented, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Participating Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

all non-exempt, hourly individuals that worked for Defendants in California during the Class Period.

1 3. “Class Period” means the period from February 24, 2019, through April 20, 2025.

2 4. “Aggrieved Employees” means all non-exempt, hourly individuals that worked for
3 Defendants in California from September 22, 2022, through April 20, 2025 (the “PAGA Period”).

4 5. The Court appoints Plaintiffs as Class Representatives for settlement purposes only.

5 6. The Court appoints as Class Counsel, for settlement purposes only, John G. Yslas,
6 Arrash T. Fattahi, and Arman A. Salehi of Wilshire Law Firm, PLC (“WLF”); David Alami,
7 Daniel J. Hyun, and Shaheen Anthony Etemadi of Torus LLP (“TLLP”); and Jonathan M.
8 Genish, Barbara DuVan-Clarke, and Alexander K. Spellman of Blackstone Law, APC (“BSL”).

9 7. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
10 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
11 their right to receive and Individual Class Payment and an Individual PAGA Payment, if eligible,
12 their right to comment on or object to the Settlement or to opt out of the Settlement and pursue
13 their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing
14 and be heard regarding Settlement approval. Adequate periods of time were provided by each of
15 these procedures.

16 8. No Class Member objected to the Settlement.

17 9. No Class Member requested exclusion from the Settlement.

18 10. The Court finds and determines that this notice procedure afforded adequate
19 protections to Class Members and provides the basis for the Court to make an informed decision
20 regarding approval of the Settlement based on the responses of Class Members. The Court finds
21 and determines that the notice provided in this case was the best notice practicable and satisfied
22 the requirements of law and due process.

23 11. The Court finds the Settlement was entered into in good faith, that the Settlement is
24 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
25 requirements for final approval of this class action settlement under California law, including the
26 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
27 3.769.

28 12. Class Members who have not opted out will be bound by the Settlement.

1 13. The State of California with respect to Aggrieved Employees will be deemed to be
2 bound by the release of PAGA claims in the Settlement, and Aggrieved Employees will receive a
3 pro rata portion of the civil penalties allocated to cover PAGA claims, regardless of whether they
4 opt out of the class portion of the Settlement. *See, e.g., Arias v. Superior Court* (2009) 46 Cal.4th
5 969 (“a judgment in that action binds all those, including nonparty aggrieved employees, who
6 would be bound by a judgment in an action brought by the government. . . . Accordingly, with
7 respect to the recovery of civil penalties, nonparty employees as well as the government are bound
8 by the judgment in an action brought under the act”).

9 14. The Court finds that Plaintiffs timely notified the Labor and Workforce
10 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of
11 California Labor Code § 2699(s).

12 15. No later than fourteen (30) days after the Effective Date defined in the Agreement,
13 Defendant will transmit the Gross Settlement Amount (“GSA”) of \$542,000 to the Administrator.

14 16. Within fourteen (14) days after Defendants fully fund the GSA and the Effective
15 Date has passed, the Administrator will mail checks for all Individual Class Payments, all
16 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
17 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
18 Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
19 Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not
20 precede disbursement of Individual Class Payments and Individual PAGA Payments.

21 17. The “Effective Date” means the date by when both of the following have occurred: (a)
22 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
23 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
24 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
25 one or more Participating Class Members objects to the Settlement, the day after the deadline for
26 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
27 day after the appellate court affirms the Judgment and issues a remittitur.

28 18. In addition to any recovery Plaintiffs may receive under the Settlement, and in

1 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves payment from
2 the GSA of a Class Representative Service Payment to each Plaintiff in the amount of \$7,500
3 (\$22,500 total).

4 19. The Court approves payment from the GSA for PAGA civil penalties in the amount
5 of \$20,000, allocated 75% (\$15,000) to the LWDA and 25% (\$5,000) to Aggrieved Employees.
6 The Court finds and determines that such payment is fair, reasonable, and appropriate.

7 20. The Court approves payment from the GSA for attorneys’ fees to Class Counsel in the
8 amount of \$180,666.67, allocated 45% (\$81,300.00) to WLF, 35% (\$63,233.33) to TLLP, and
9 20% (\$36,133.33) to BSL, and reimbursement of litigation costs in the amount of \$26,697.00
10 (\$9,829.59 to WLF; \$5,616.15 to TLLP; and \$11,251.26 to BSL). Both are reasonable amounts.
11 The reasonableness of the fee award is determined based on a reasonable percentage of the
12 common fund obtained for the Class. The Court also has considered the “lodestar amount.”
13 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
14 actual benefit obtained for the Class. Plaintiffs confirm their informed consent to the fee split
15 among Class Counsel. *See* Declarations of Sandi Ortiz Cuevas (¶ 11) and Jose Luis Ramirez (¶
16 13), filed December 29, 2025; Supplemental Declaration of Maria L. Yanez Zepeda (¶ 18), filed
17 August 18, 2026.

18 21. The Court approves payment from the GSA for settlement administration services
19 in the amount of \$6,990.00 to the Administrator, Apex Class Action LLC.
20 Individual Class Payment checks will be valid for at least 90 days but not more than 180 days
21 after mailing by the Administrator. If a Participating Class Member fails to cash the check for
22 his or her Individual Class Payment within 180 days after it is mailed, the Administrator will
23 distribute the funds represented by the check to the California State Controller’s Office,
24 Unclaimed Property Division, in the name of the Participating Class Member. In addition, the
25 Administrator shall enclose the settlement checks in an envelope stating, “YOUR CLASS
26 ACTION SETTLEMENT CHECK IS ENCLOSED.” The Administrator shall also send a
27 reminder postcard to Participating Class Member who hasn’t cashed their check within 60
28 days after the date of mailing. Finally, If (i) any Participating Class Members are current

employees of Defendant, (ii) the settlement check mailed to any of those employees is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

22. Effective on the date when Defendants fully fund the GSA and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Released Class Claims means 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.

(b) Released PAGA Claims means all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and PAGA Notices that accrued during the PAGA Period.

23. “Released Parties” means Defendants, and their respective past, present, and future directors, officers, shareholders, employees, insurers, subsidiaries, affiliates, successors, assigns, and agents.

24. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

25. The Parties shall bear their own respective attorneys’ fees and costs except as otherwise provided in the Agreement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

26. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

27. The Court hereby enters final judgment in accordance with the terms of the Agreement, the Preliminary Approval Order, and this Order Granting Plaintiffs’ Motion for Final

1 Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing
2 jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule
3 of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement
4 administration matters, and (c) addressing such post-Judgment matters as may be appropriate under
5 court rules or applicable law.

6 28. Pursuant to the Rule 3.771(b) of the California Rules of Court, Class Counsel shall
7 provide the Administrator with a copy of the Judgment, which shall be posted on the
8 Administrator's website, as described in Section 9 of the Class Notice, and which is reasonably
9 calculated to apprise Class Members of the entry of Judgment.

10 29. A Settlement Compliance Hearing is set for August 13, 2027, at 8:30 a.m. in
11 Department 1 of the above-captioned Court.

12 30. A final report from the Administrator indicating that disbursements were made
13 pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance
14 Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no
15 appearance will be required at the Settlement Compliance Hearing.

16 **IT IS SO ORDERED.**

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18 Dated: _____

19 HONORABLE HAROLD W. HOPP
20 JUDGE OF THE SUPERIOR COURT
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