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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT DIAZ, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

SSF IMPORTED AUTO PARTS, LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24STCV17322

Honorable Carolyn B. Kuhl
Department 12

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	February 23, 2027
Time:	10:30 a.m.
Dept.:	12
Complaint Filed:	July 11, 2024
FAC Filed:	September 2, 2026
Trial Date:	Not Set

[PROPOSED] ORDER

On February 23, 2027 at 10:30 a.m. in Department 12 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Robert Diaz's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Carolyn B. Kuhl. Blackstone Law, APC appeared on behalf of Plaintiff and O'Hagan Meyer LLP appeared on behalf of Defendant SSF Imported Auto Parts, LLC ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, LWDA PAGA Payment, Administration Expenses Payment, and payments to the Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,

appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former hourly, non-exempt employees who worked for Defendant in California at any time during the Class Period.
>
> (The Class Period is defined as the period from July 11, 2020 through March 16, 2026.)

7. The Court provisionally appoints Jonathan M. Genish, Sage S. Stone, Zachary T. Gershman, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Robert Diaz as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Phoenix Settlement Administrators to handle the administration of the Settlement ("Administrator").

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10. Within fifteen (15) calendar days after the Court grants preliminary approval of the Settlement, Defendant will provide the Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods (collectively referred to as the "Class Data") in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"), Request for Exclusion Form ("Request for Exclusion Form"), Challenge to Workweeks and/or PAGA Pay Periods Form ("Dispute Form"), and Objection Form ("Objection Form") attached hereto as **Exhibit 1**, **Exhibit 2**, **Exhibit 3**, and **Exhibit 4**, respectively. The Class Notice, Request for Exclusion Form, Dispute Form, and Objection Form (collectively, "Notice Packet") shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a request for exclusion, of Class Members' right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them by submitting a dispute, and of each Participating Class Member's right and opportunity to object to the Class Settlement by submitting a written objection to the Administrator. The Court further finds that distribution of the Notice Packet substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Notice Packet in English and Spanish by First-Class U.S. Mail to all Class Members within fourteen (14) calendar days of receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a request for exclusion in conformity with the requirements set forth in the Class Notice, to the Administrator, faxed, emailed, or postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Notice Packet

by the Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed Notice Packet, the Response Deadline shall be extended fourteen (14) calendar days from the original Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all Aggrieved Employees will be bound by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a request for exclusion. Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and allocation for the PAGA Penalties.

14. Class Counsel shall file a motion for final approval of the Settlement and for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Participating Class Member must submit their written objection to the Administrator on or before the Response Deadline. The written objection must be signed and must contain the information that is required, as set forth in the Class Notice,

including and not limited to the grounds for the objection. Participating Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a written objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT 1

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

Robert Diaz v. SSF Imported Auto Parts, LLC, Los Angeles Superior Case No. 24STCV17322

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.

You may be eligible to receive money from an employee class action lawsuit ("Action") against SSF Imported Auto Parts, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by a former SSF Imported Auto Parts, LLC employee, Robert Diaz ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former hourly, non-exempt employees who worked for Defendant in California during the Class Period ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former hourly, non-exempt employees who worked for Defendant in California during the PAGA Period ("Aggrieved Employees"). The "Class Period" is July 11, 2026 through March 16, 2026. The "PAGA Period" is April 24, 2025 through March 16, 2026.

The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund individual class payments, and (2) a PAGA settlement requiring Defendant to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant'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 Defendant'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 Defendant's records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or more PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three 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 Class Member who does not opt-out of the settlement ("Participating Class Member"), though, you will give up your right to assert Class Period wage claims against Defendant.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the class settlement (opt-out) by submitting a

written Request for Exclusion 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 Defendant, 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.

(3) Object to the Class Settlement. You can object to the class settlement as long as you haven't opted out of the settlement by submitting a written objection to the Administrator. Alternatively, you can object orally at the final approval hearing, regardless of whether you have submitted a written objection.

Defendant 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

You Don't Have to Do Anything to Participate in the Settlement	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 Defendant that are covered by this settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement **The Opt-Out Deadline is** _____	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 VI of this Notice. You cannot opt-out of the PAGA portion of the proposed settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the _____ Final Approval Hearing	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 VIII of this Notice.

You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked for Defendant in California as an hourly, non-exempt employee during the Class Period ("Workweeks") and how many pay periods you worked for Defendant in California as an hourly, non-exempt employee during the PAGA Period ("PAGA Pay Periods"), respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with the number of Workweeks and/or PAGA Pay Periods, you must challenge it by _____. See Section IV.3 of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, timely wages during employment, wages due upon termination, and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Plaintiff is represented by attorneys in the Action: Jonathan M. Genish, Sage S. Stone, Zachary T. Gershman, and Alexandra Rose of Blackstone Law, APC

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Tagore Subramaniam, in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant 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) the settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendant Will Pay $1,300,000.00 as the Gross Settlement Amount ("Gross Settlement Amount"). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, a class representative service payment, 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, Defendant will fund the Gross Settlement Amount

not more than 30 days after the judgment entered by the Court becomes 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 the judgment is appealed.

2. Court Approved Deductions from the Gross Settlement Amount. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court:

   A. Up to $433,333.33, 1/3 of the Gross Settlement Amount, to Class Counsel for attorneys' fees and up to $30,000.00 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 Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $8,000.00 to the Administrator for services administering the settlement.

   D. Up to $70,000.00 for PAGA penalties, allocated 65% ($45,500.00) to the LWDA and 35% ($24,500.00) to Individual PAGA Payments to Aggrieved Employees based on their PAGA Pay Periods during the PAGA Period.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (:Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay 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 Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendant 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 automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.

7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion, written objections, and challenges to Workweeks and/or PAGA Pay Periods. The Administrator will also 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 IX of this Notice.

8. Participating Class Members' Release. After the Court's judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting the Released Class Claims (defined below) against the Released Parties. 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 Defendant or the Released Parties for wages based on the Class Period facts as alleged in the Action and resolved by this settlement.

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

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including, e.g., any and all claims involving: (1) any alleged failure to pay minimum wages; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide meal periods and/or premium pay in lieu thereof; (4) any alleged failure to provide rest periods and/or premium pay in lieu thereof; (5) any alleged failure to timely pay wages during employment; (6) any alleged failure to furnish complete and accurate itemized wage statements; (7) any alleged failure to timely pay final wages upon separation of employment; (8) any alleged failure to reimburse necessary expenditures incurred; and (9) any alleged fraudulent, unlawful, and/or unfair business practices arising out of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order violations referenced in the Operative Complaint (collectively, "Released Class Claims"). Except for the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on events occurring outside the Class Period.

9. Aggrieved Employees' Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Aggrieved Employees will be legally barred from asserting the Released PAGA Claims (defined below) against Defendant and the Released Parties, 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 Defendant and the Released Parties based on the PAGA Period facts as alleged in the Action and resolved by this settlement.

The Aggrieved Employees will be bound by the following release

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

10. Released Parties: Defendant, and its former, present, and future owners, parents, subsidiaries, officers, directors, members, employees, shareholders, predecessors, successors, and assigns.

IV. 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 $24,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek and/or PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter or the accompanied Challenge to Workweeks and/or PAGA Pay Periods Form to the Administrator via mail, email or fax. Section IX 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 Defendant's calculation of Workweeks and PAGA Pay Periods based on Defendant'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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. 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 (if any).

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.

   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 IX of this Notice has the Administrator's contact information.

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

To opt out of the class action settlement, submit a written and signed letter ("Request for Exclusion") or the accompanied Request for Exclusion Form with your full 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 *Robert Diaz v. SSF Imported Auto Parts, LLC*, Case No. 24STCV17322 and include your identifying information (full name, address, telephone number, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, other than your legal representative, it will not be valid. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section IX of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 Court Days before the _____ final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX 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 (_____) or the Court's website (www.lacourt.ca.gov).

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____**. 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 *Robert Diaz v. SSF Imported Auto Parts, LLC*, Case No. 24STCV17322 and include your full name, current address, telephone number and social security number for verification purposes and sign the objection. You can also use the accompanied Objection Form. Section IX of this Notice has the Administrator's contact information.

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 VIII of this Notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ in Department 12 of the Superior Court of Los Angeles County, located at 312 North Spring Street, Los Angeles, CA 90012. At

the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff 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 LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

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.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to the Administrator'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 Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Number for the Action, Case No. 24STCV17322. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:
Jonathan M. Genish
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Settlement Administrator:
Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

X. 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 your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. 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 2

Robert Diaz v. SSF Imported Auto Parts, LLC
Superior Court of California for the County of Los Angeles, Case No. 24STCV17322

REQUEST FOR EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you may use this form and return this form to the Settlement Administrator, by mail, fax, or email postmarked, faxed, or emailed on or before **[Response Deadline]**, at the following:

[Name of Administrator]
[Mailing Address]
[Fax Number]
[Email Address]

I request to be excluded from the class action settlement in the matter of *Robert Diaz v. SSF Imported Auto Parts, LLC*, Los Angeles County Superior Court, Case No. 24STCV17322. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and I will not receive an Individual Class Payment. I understand that, nevertheless, if I am an Aggrieved Employee, exclusion from the Class Settlement will not result in exclusion from the PAGA Settlement and I will still be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number or Email Address: _____

Signature: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

EXHIBIT 3

Robert Diaz v. SSF Imported Auto Parts, LLC
Superior Court of California for the County of Los Angeles, Case No. 24STCV17322

CHALLENGE TO WORKWEEKS AND/OR PAGA PAY PERIODS FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO CHALLENGE THE NUMBER OF WORKWEEKS AND/OR PAGA PAY PERIODS CREDITED TO YOU.

Based on Defendant's records, you worked ____ **Workweeks** during the Class Period and you worked ___ **PAGA Pay Periods** during the PAGA Period.

If you wish to challenge the number of Workweeks and/or PAGA Pay Periods credited to you, you may use this form to do so. Please state whether you are challenging the number of Workweeks, number of PAGA Pay Periods, or both, as well as what you believe the correct number to be. You may also include a statement as to why you believe the number to be different (space is provided below for doing so, but you may attach additional pages if you need more space). Also attach any documents you are relying on for the challenge, provide your signature, and return this form to the Settlement Administrator, by mail, fax, or email, postmarked, faxed, or emailed on or before **[Response Deadline]**, at the following:

[Name of Administrator]
[Mailing Address]
[Fax Number]
[Email Address]

Check One or Both:

___ I wish to challenge the number of **Workweeks** credited to me. I actually worked ___ **Workweeks** during the Class Period. This is the correct number because:

_____

_____

_____

___ I wish to challenge the number of **PAGA Pay Periods** credited to me. I actually worked ___ **PAGA Pay Periods** during the PAGA Period. This is the correct number because:

_____

_____

_____

Date: _____

Full Name: _____

Address: _____

Telephone Number or Email Address: _____

Signature: _____

Questions? Please call: [settlement administrator's 800-number]

EXHIBIT 4

Robert Diaz v. SSF Imported Auto Parts, LLC
Superior Court of California for the County of Los Angeles, Case No. 24STCV17322

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you may use this form to do so. Please state all grounds for your objection (space is provided below for doing so), attach any documents you are relying on for your objection, provide your signature, and return this form to the Settlement Administrator, by mail, fax, or email, postmarked, faxed, or emailed on or before **[Response Deadline]**, at the following:

[Name of Administrator]
[Mailing Address]
[Fax Number]
[Email Address]

I wish to object to the Class Settlement on the following grounds:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date: _____

Full Name: _____

Address: _____

Telephone Number or Email Address: _____

Signature: _____