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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ALVIN COUNTS, an individual; on behalf of himself and all others similarly situated and the general public,

Plaintiffs,

vs.

PROFESSIONAL AUTO TRANSPORT, INC., a Nevada corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2500837

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

Court Reservation ID: 676643143203

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

Date: November 12, 2026
Time: 8:30 a.m.
Dept: 1

This matter came on for hearing on November 12, 2026, at 8:30 a.m. in Department 1 of the above-referenced Court, located at 4050 Main Street, Riverside, California 92501, on the Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). Plaintiff ALVIN COUNTS (hereinafter "Plaintiff") appeared through his attorneys of record. Defendant PROFESSIONAL AUTO TRANSPORT, INC. (hereinafter "Defendant") appeared through its counsel of record.

Having fully reviewed and considered the Motion and moving papers, and having analyzed the Class Action and PAGA Settlement Agreement ("Settlement Agreement") attached as Exhibit 1 to the Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. The Court preliminarily approves the proposed Settlement Agreement as being fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement appears to be within the range of reasonableness of a settlement which the Court could ultimately give final approval.

2. The initial capitalized terms in this Order shall have the same meanings as those set forth in the Settlement Agreement.

3. The Court finds that the elements of numerosity, commonality, typicality and adequacy have been established to support conditional certification of the Settlement Class for settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

> All current and former non-exempt hourly who worked for Defendant in California at any time during the Class Period.

4. Solely for the purposes of the proposed Settlement, the Court preliminarily approves (a) Bartz Law Group, APC as Class Counsel; and (b) Alvin Counts as Class Representative. The Court appoints Xpand Legal ("Xpand") as Administrator.

5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on _____, at 8:30 a.m., to review the notice process and objections to the

Settlement, if any; and to determine whether the proposed Settlement on the terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the Court; to determine whether the Court should enter the Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys' fees and costs to approve for Class Counsel and the amount of the enhancement award to approve for the Class Representatives.

6. The Court approves, as to form and content, the Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (the "Class Notice"), attached hereto as **Exhibit A**. The Court finds that distribution of the Class Notice substantially in the manner set forth in the Settlement Agreement and Class Notice meets the requirements of California law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Administrator shall supervise and administer the notice procedure as set forth in the Settlement Agreement as follows:

a. Upon receipt of the Class Data, the Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) calendar days after Preliminary Approval, the Settlement Administrator shall mail copies of the Class Notice, Notice of Objection form (Exhibit B), and Request for Exclusion form (Exhibit C) (collectively, the "Notice Packet") to all Class Members via regular First-Class U.S. Mail. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process;

b. Any Notice Packet returned to the Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within three (3) business days of receipt of the returned Notice Packet by the

Administrator. If no forwarding address is provided, the Administrator shall attempt to determine a correct address by conducting a Class Member Address Search;

c. The Administrator shall perform all other obligations required under the Settlement Agreement, including those under section 6 of the Settlement Agreement.

8. In order for any Settlement Class member to object to this Settlement, or any term of it, the person making the objection may submit the objection to the Administrator by no later than the Response Deadline specified in the Class Notice setting forth the grounds for the objection. A Class Member may submit his or her objection on the Notice of Objection form, attached hereto as **Exhibit B**. Any objection shall be sent to the Administrator, not to the Court. A Class Member may also appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court.

9. In order for any Settlement Class member to validly exclude themselves from the Class and this Settlement (i.e., to validly opt out), a written request for exclusion must be submitted to the Administrator postmarked no later than the Response Deadline. A Class Member excluding himself or herself from the Settlement may do so by using the Request for Exclusion form, attached as **Exhibit C** hereto. Any Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court. A Class Member who timely submits a valid Request for Exclusion shall not participate in, or be bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. The Administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every exclusion form received by the Administrator, and authenticating each objection received by the Administrator.

10. At the Final Approval Hearing, the Court shall finally determine whether the proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's application for attorneys' fees, the Class Representative's Class Representative Service Payment,

reimbursement of Class Counsel's costs, and the Administrator expenses for administering the Settlement.

11. The Court's preliminary approval of the Settlement is not to be deemed an admission of liability or fault by Defendant, or a finding as to the validity of any claims or defenses asserted in the Action.

12. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. In the event that the Final Approval Hearing is continued, Class Counsel or the Administrator shall give notice of the continuance to any objectors to the Settlement.

13. If for any reason the Settlement ultimately does not become final, the Parties will return to their respective positions in this Action as those positions existed immediately before the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed with this Court in connection with the Settlement will be deemed an admission of any kind by any of the parties or used as evidence against, or over the objections of, any of the parties for any purpose in this Action or in any other action.

IT IS SO ORDERED.

DATED: _____

_____
Hon. Harold W. Hopp
Judge of the Superior Court