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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MIGUEL ACEVES, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

v.

T&R LUBE CENTERS, INC., a California company; and DOES 1 TO 50,

Defendants.

CASE NO.: CVRI2406891

[Assigned for All Purposes to the Hon. Harold W. Hopp, Department 1]

REVISED ~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT

Hearing Information:

Date: October 27, 2026
Time: 8:30 a.m.
Dept.: 1

The Motion of Plaintiff Miguel Aceves ("Plaintiff") for Final Approval of Class Action and PAGA Settlement came on regularly for hearing on October 27, 2026, at 8:30 a.m., in Department 1 of the above-entitled Court, the Honorable Harold W. Hopp presiding. The Court, having considered the Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement") attached as Exhibit A to the Declaration of Mehrdad Bokhour; Plaintiff's Notice of Motion and Motion for Final Approval and the Memorandum of Points and Authorities in support thereof; the Declarations of Mehrdad Bokhour, Amir D. Benakote, and Nick Castro of ILYM Group, Inc. filed therewith; the Declaration of Miguel Aceves filed on February 3, 2026; the Court's April 20, 2026 Order Granting Preliminary Approval of Class and PAGA Settlement (the "Preliminary Approval Order"); the arguments of counsel; and all other papers and records on file in this action; and good cause appearing, HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order have the same meanings as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this action and over all parties to this action, including all Class Members and PAGA Employees.

3. The Court finds that the Settlement is fair, reasonable, and adequate, and hereby GRANTS final approval of the Settlement in its entirety. The Settlement was reached through informed, arm's-length negotiations between experienced counsel, including a full-day mediation before Jeffrey P. Fuchsman, Esq., and acceptance of a mediator's proposal. The investigation and exchange of information were sufficient to allow counsel and the Court to act intelligently, and the reaction of the Class has been uniformly positive. The Court has considered the strength of Plaintiff's case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status through trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; and the reaction of the Class Members. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128–130.) The parties are

directed to implement the Settlement in accordance with its terms and this Order.

4. For settlement purposes only, the Court finally certifies the following Class pursuant to Code of Civil Procedure section 382: all persons who are or were previously employed by Defendant T&R Lube Centers, Inc. ("Defendant") in California and classified as a non-exempt employee at any time from December 5, 2020 to November 19, 2025 (the "Class Period"). The Court finds, for settlement purposes only, that the Class is ascertainable and sufficiently numerous, that common questions of law and fact predominate, that Plaintiff's claims are typical of the claims of the Class, that Plaintiff and Class Counsel have fairly and adequately represented the Class, and that a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

5. The Court confirms the appointment of Plaintiff Miguel Aceves as Class Representative, and of Mehrdad Bokhour of Bokhour Law Group, P.C., and Sanjay Bansal and Amir D. Benakote of Golden State Employment Lawyers as Class Counsel.

6. The Court finds that the Class Notice, Request for Exclusion Form, and Objection Form (the "Class Notice Packet") were mailed in English and Spanish to all 80 Class Members by first-class U.S. mail on August 5, 2026, in accordance with the Preliminary Approval Order, after the Settlement Administrator updated addresses through the National Change of Address database, and that the Settlement Administrator performed skip traces and re-mailed the Class Notice Packet to Class Members whose notices were returned as undeliverable. The Court finds that the notice provided to the Class constituted the best notice practicable under the circumstances, fully and accurately informed Class Members of all material elements of the Settlement and of their rights to request exclusion, object, and dispute their workweeks, and satisfied the requirements of Code of Civil Procedure section 382, Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, and due process.

7. No Class Member submitted a Request for Exclusion, an objection, or a workweek dispute. Accordingly, all 80 Class Members are Participating Class Members and are bound by this Order and Judgment, including the release of the Released Class Claims.

8. The Court approves the settlement of Plaintiff's claims under the Private Attorneys

General Act of 2004 ("PAGA") pursuant to Labor Code section 2699, subdivision (s)(2), and finds that it is fair, reasonable, and adequate in light of PAGA's purposes. The Court approves the PAGA Award of $25,000.00, of which $16,250.00 (65%) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and $8,750.00 (35%) shall be distributed to the PAGA Employees on a pro rata basis according to the number of pay periods each worked during the PAGA Period of December 5, 2023 through November 19, 2025, as set forth in the Settlement Agreement.

9. Upon the Effective Date and Defendant's full funding of the Settlement, Plaintiff and each Participating Class Member shall be deemed to have fully and finally released the Released Parties from the Released Class Claims for the period from December 5, 2020 through November 19, 2025, as set forth in paragraphs 3 and 58 of the Settlement Agreement; and Plaintiff, the State of California, and the LWDA, acting through Plaintiff as their PAGA representative, shall be deemed to have fully and finally released the Released Parties from the Released PAGA Claims for the PAGA Period, as set forth in paragraphs 25 and 60 of the Settlement Agreement. All PAGA Employees are bound by the release of the Released PAGA Claims. Plaintiff is further bound by the general release set forth in paragraphs 65 through 67 of the Settlement Agreement. Participating Class Members, PAGA Employees, and the LWDA are permanently barred from prosecuting any of the released claims against the Released Parties.

10. The Court awards Class Counsel attorneys' fees in the amount of $46,662.00 and reimbursement of litigation costs in the amount of $16,158.90, which the Court finds to be fair and reasonable. In accordance with Class Counsel's agreement, fees shall be split, with Bokhour Law Group, P.C. and Golden State Employment Lawyers each receiving $23,331.00. All costs shall be distributed to Bokhour Law Group, P.C., which incurred all $16,158.90, the itemized details of which are included in paragraph 37 of the Declaration of Mehrdad Bokhour is support of the Motion for Final Approval.

11. The Court approves a Class Representative Service Award to Plaintiff Miguel Aceves in the amount of $5,000.00, in recognition of his time, effort, and risks in prosecuting this action on behalf of the Class and in addition to his Individual Settlement Payment.

12. The Court approves Settlement Administration Costs payable to ILYM Group, Inc. in the amount of $4,850.00.

13. The Net Settlement Amount of $42,329.10 shall be distributed to all Participating Class Members on a pro rata basis according to the number of workweeks each worked during the Class Period, as set forth in paragraph 55(d) of the Settlement Agreement. Individual Settlement Payments shall be allocated twenty percent (20%) to wages and eighty percent (80%) to interest and penalties, as set forth in paragraph 55(e) of the Settlement Agreement. No portion of the Gross Settlement Amount shall revert to Defendant.

14. Defendant shall fund the Gross Settlement Amount of $140,000.00, together with the employer's share of payroll taxes on the wage portion of the Individual Settlement Payments, and the Settlement Administrator shall distribute all payments approved by this Order, within the times set forth in paragraphs 79 and 80 of the Settlement Agreement.

15. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days after mailing. Funds associated with any checks not cashed within that period shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of the Class Member to whom the check was issued, as set forth in paragraph 81 of the Settlement Agreement. Participating Class Members shall remain bound by this Order and Judgment whether or not they cash their settlement checks. The settlement payments shall be in an envelope bearing the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Settlement Administrator shall send a reminder postcard to anyone who does not cash their check within 60 days of mailing. If any Class Members are current employees of the Defendant, if the distribution mailed is returned as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

16. Pursuant to California Rules of Court, rule 3.771(b), the Settlement Administrator shall give notice of this Order and Judgment to the Class by posting a copy of it on the Settlement Administrator's website.

17. Class Counsel shall submit a copy of this Order and Judgment to the LWDA within

ten (10) days after its entry, as required by Labor Code section 2699, subdivision (s)(3).

18. Neither the Settlement nor this Order and Judgment constitutes an admission or concession by Defendant or any of the Released Parties of any liability or wrongdoing, or of the propriety of class certification for any purpose other than settlement.

19. Without affecting the finality of this Order and Judgment, the Court retains jurisdiction over the parties, including all Participating Class Members and PAGA Employees, pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), to supervise, implement, enforce, construe, and interpret the Settlement Agreement and this Order and Judgment.

20. A Settlement Compliance Hearing is set for August 10, 2027, at 8:30 a.m., in Department 1. At least fifteen (15) calendar days before the Compliance Hearing, Class Counsel shall file a declaration from the Settlement Administrator addressing the status of settlement administration and distribution, including the amounts distributed, the number and value of checks cashed and uncashed, the amount transmitted to the State Controller's Unclaimed Property Fund, and confirmation that all other payments required under the Settlement Agreement and this Order have been made.

21. Judgment is hereby entered in accordance with the terms of the Settlement Agreement and this Order. This document shall constitute the final judgment in this action pursuant to California Rules of Court, rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: November 4, 2026

Harold W. Hopp

HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT