SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, HALL OF JUSTICE

LUIS CORTEZ, ANTONIO RODRIGUEZ, and WILLIAM MILLER as individuals and on behalf of all others similarly situated, Plaintiff, v. EXTREME TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 37-2024-00012130-CU-OE-CTL [*Assigned for All Purposes to the Honorable Evan P. Kirvin; Dept. C-69*] **REVISED [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE** Date: November 13, 2026 Time: 9:00 a.m. Complaint Filed: March 12, 2024 Trial Date: None Set

I. RECITALS

This action is currently pending before this Court as a putative class action and representative action (the "Action"). Plaintiffs Luis Cortez, Antonio Rodriguez, and William Miller ("Plaintiffs") have applied to this Court for an order preliminarily approving the settlement of the Action in accordance with Settlement Agreement (the "Agreement"), which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth therein. The Court has read and considered the Memorandum of Points and Authorities in support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

II. FINDINGS

After review and consideration of the Agreement and Plaintiffs' Preliminary Approval Motion and the papers in support thereof, the Court hereby finds and orders as follows:

1. The Agreement falls within the range of reasonableness meriting possible final approval.

2. The certification of the Settlement Class solely for purposes of settlement is appropriate in that: (a) the Settlement Class Members are ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) Plaintiffs' claims are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class; and (e) a class action, and class-wide resolution of the action via class settlement procedures is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable, and is an adequate settlement of this case and is in the best interests of the Settlement Class in light of the factual, legal, practical, and procedural considerations raised by this case.

4. Plaintiffs Luis Cortez, Antonio Rodriguez, and William Miller do not have any

conflicts that would preclude them from serving as Class Representatives, and the appointment comports with the requirements of due process.

5. Class Counsel does not have any conflicts that would preclude them from acting as Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.

6. The Notice of Class and Representative Action Settlement ("Class Notice") attached as **Exhibit A** to the Agreement complies with due process because the Class Notice is reasonably calculated to adequately apprise Settlement Class Members of: (a) the pending lawsuit; (b) the terms of the proposed Agreement; and (c) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiffs' proposed plan for notifying the Settlement Class Members and settlement administration is the best notice practicable under the circumstances.

III. ORDER

The Court, having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

2. The following Settlement Class is conditionally certified for purposes of settlement only: All current and former non-exempt employees who worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist at any time from March 12, 2020, through May 16, 2026.

3. The Agreement provides for the following release as to Participating Class Members,[1] which is hereby approved conditionally: Upon (i) the Effective Date occurring, and (ii) Defendant's timely deposit of the Gross Settlement Amount and employer-side payroll taxes required by this Agreement with the Settlement Administrator, Plaintiffs and every Settlement Class member who does not submit a valid and timely Request for Exclusion (defined below) from the class portion of

[1] Participating Class Members are Plaintiffs and every Settlement Class member who does not submit a valid and timely Request for Exclusion from the class portion of the Settlement.

the Settlement ("Participating Class Members") shall fully and finally release and discharge Defendant and each of its current and former parents, subsidiaries, affiliates, divisions, shareholders, owners, members, agents, officers, employees, insurers, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all causes of action, claims, rights, damages, wages, premium wages, restitution, liquidated damages, interest, penalties, attorneys' fees, costs, expenses, declaratory relief, injunctive relief, and liabilities of any kind under California law that were alleged in the operative Complaints in the Actions and the anticipated Second Amended Complaint in the Cortez Action (collectively, the "Operative Pleadings"), or that reasonably could have been asserted based on the facts alleged in the Operative Pleadings, arising out of or relating to Participating Class Members' employment with Defendant in California during the Class Release Period, including, without limitation, claims based on allegations that Defendant: (a) failed to pay all wages owed for all hours worked, including straight-time, minimum, and overtime wages; (b) failed to separately compensate rest periods and other nonproductive time, including as required by Labor Code section 226.2; (c) failed to provide compliant, timely, off-duty meal periods and/or failed to pay meal period premium wages; (d) failed to authorize and permit compliant paid rest periods and/or failed to pay rest period premium wages; (e) failed to furnish accurate and complete itemized wage statements, including as required by Labor Code sections 226 and 226.2; (f) failed to reimburse necessary business expenses, including personal cellular telephone expenses; (g) failed to timely pay all wages due during employment and/or at the end of employment, including waiting-time penalties; (h) failed to comply with requirements of a piece rate compensation plan and/or (i) engaged in unfair competition or other derivative conduct based on the facts alleged in the Actions, including claims for restitution, disgorgement, declaratory relief, injunctive relief, interest, attorneys' fees, costs, and penalties. The claims released in this paragraph ("Class Released Claims") include, without limitation, claims arising under California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.2, 226.7, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, California Business and Professions Code sections 17200 et seq., the applicable Industrial Welfare Commission Wage Orders, including Wage Order No. 9-2001, and any other California statute or regulation.

4. This settlement also releases claims under the Private Attorneys General Act of 2004

("PAGA"). These claims are asserted on behalf of the PAGA Group defined as: All current and former California non-exempt employees who worked for Defendant in the position of Auto Transport Specialist at any time from March 12, 2023, through May 16, 2026.

5. The Agreement provides for the following release as to the PAGA Group, which is hereby approved conditionally: In addition, upon (i) the Effective Date (defined below) occurring and (ii) Defendant's timely deposit of the Gross Settlement Amount and employer-side payroll taxes required by this Agreement with the Settlement Administrator, all members of the PAGA Group, whether or not they submit a Request for Exclusion from the class portion of the Settlement, shall be deemed to release the Released Parties from any and all claims for civil penalties or other relief pursuant to the PAGA that were asserted in, or reasonably could have been asserted based on the facts and theories stated in, the PAGA notices submitted by Plaintiffs to the Labor and Workforce Development Agency (the "PAGA Notice Letters"), including without limitation the notices submitted on or about March 12, 2024, September 30, 2024, and November 13, 2024, as reflected in the Operative Pleadings arising relating to work performed for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the PAGA Release Period, including, without limitation, claims for civil penalties predicated on allegations that Defendant: (a) failed to pay all wages owed for all hours worked, including straight-time, minimum, and overtime wages; (b) failed to separately compensate rest periods and other nonproductive time, including as required by Labor Code section 226.2; (c) failed to provide compliant, timely, off-duty meal periods and/or failed to pay meal period premium wages; (d) failed to authorize and permit compliant paid rest periods and/or failed to pay rest period premium wages; (e) failed to furnish accurate and complete itemized wage statements, including as required by Labor Code sections 226 and 226.2; (f) failed to reimburse necessary business expenses, including personal cellular telephone expenses; (g) failed to timely pay all wages due during employment and/or at the end of employment, including waiting-time penalties; and (h) failed to comply with requirements of a piece rate compensation plan. The claims released in this paragraph ("PAGA Released Claims") include, without limitation, claims for civil penalties and related PAGA relief predicated on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 222, 223, 224, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558,

1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, and 2699(f), and any applicable Industrial Welfare Commission Wage Order provisions.

6. The settlement appears to be fair, adequate and reasonable to the Settlement Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court.

7. Plaintiffs Luis Cortez, Antonio Rodriguez, and William Miller are conditionally approved as the Class Representatives for the Settlement Class.

8. Lidman Law APC; Haines Law Group, APC; Marquee Law Group; and Mara Law Firm, PC, are conditionally approved as Class Counsel for the Settlement Class.

9. A Final Approval Hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and Class Representative Service Payments should be finally approved as fair, reasonable, and adequate as to Settlement Class Members is scheduled in Department C-69 on the date and time set forth in the Implementation Schedule below.

10. The Court confirms Phoenix as the Settlement Administrator.

11. The proposed payment of up to $8,000 in costs to Phoenix for its services as the Settlement Administrator is conditionally approved.

12. The Agreement provides from the Gross Settlement Amount a PAGA Payment of $150,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to the PAGA Group).

13. The Court approves, as to form and content, the Class Notice in substantially the form attached as **Exhibit A** to the Agreement. The Court approves the procedure for Settlement Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

14. The Court directs the mailing of the Class Notice by first class mail to Settlement Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	10 court days from the date of this Order
Deadline for Settlement Administrator to Mail Class Notices to Settlement Class Members	10 court days from receipt of the Class and PAGA Data
Deadline for Settlement Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	60 calendar days from the mailing of the Class Notices
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	May 14, 2027, at 9:00 a.m.

IT IS SO ORDERED.

Dated: _____

By_____
Honorable Evan P. Kirvin
San Diego County Superior Court Judge