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Superior Court of California
County of Los Angeles

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and aggrieved employees pursuant to the California
Private Attorneys General Act

[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOEY RUIZ and JOSHUA NISBET,
individually, and on behalf of other similarly
situated employees aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

SOUTHERN TIRE MART, LLC a Mississippi
Limited Liability Company; SOUTHERN
TIRE MART AT PILOT LLC, a Delaware
Limited Liability Company; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 24STCV12037

Honorable William F. Fahey
Department 69

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

Date: September 25, 2025
Time: 9:30 a.m.
Dept.: 69

Complaint Filed: May 13, 2024
FAC Filed: July 25, 2025
Trial Date: Not Set

10/10/2025

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and aggrieved employees pursuant to the California
Private Attorneys General Act

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[PROPOSED] AMENDED ORDER

On September 16, 2025 at 9:30 a.m. in Department 69 of the above-captioned Court located at Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiffs Joey Ruiz and Joshua Nisbet's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable William F. Fahey. Miriam Schimmel and Jared Osborne of Blackstone Law, APC appeared on behalf of Plaintiff Joey Ruiz, and Jason Borchers of Littler Mendelsohn, P.C. appeared on behalf of Defendant Southern Tire Mart, LLC ("Defendant").

On September 16, 2025, the Court ordered Plaintiffs and Defendant (the "Parties") to meet and confer regarding deficiencies identified by the Court and lodge a [Proposed] Amended Order with a September 25, 2025 hearing date.

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and this [Proposed] Amended Order, and good cause appearing, hereby **GRANTS** Plaintiffs' 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 4 to the Declaration of Alexandra Rose in Support of Plaintiffs' 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

1 non-collusive, arms-length negotiations, and was entered into in good faith.

2 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
3 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
4 Payments, LWDA PAGA Payment, Administration Expenses Payment, and payments to the
5 Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,
6 appear to be within the range of reasonableness of a settlement that could ultimately be given final
7 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
8 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
9 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages issues
11 and are consistent with the requirements of California Labor Code § 2699(1).

12 5. The Court will determine the amount of Counsel Fees Payment at a later date upon
13 Plaintiffs' Motion for Fees.

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

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

25 All current and former non-exempt employees who worked for Defendant in the
26 State of California at any time during the Class Period.

27 (The Class Period is defined as the period from March 15, 2020 through May 8,
28 2025.)

8. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana

1 Fang, Alexandra Rose, Jared C. Osborne, and Kyle W. Wilson of Blackstone Law, APC, Mehrdad
2 Bokhour of Bokhour Law Group, P.C., and Joshua Falakassa of Falakassa Law, P.C as counsel for the
3 Class ("Class Counsel").

4 9. The Court provisionally appoints Plaintiffs Joey Ruiz and Joshua Nisbet as the
5 representatives of the Class ("Class Representatives").

6 10. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
7 Settlement ("Administrator").

8 11. Within fifteen (15) calendar days after the Court grants preliminary approval of the
9 Settlement (October 10, 2025), Defendant will provide the Administrator with the following
10 information about each Class Member: full name, last-known mailing address, Social Security
11 number, and dates worked during the Class Period (collectively referred to as the "Class Data") in
12 conformity with the Settlement Agreement.

13 12. The Court approves, both as to form and content, the Court Approved Notice of Class
14 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as
15 **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the
16 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform
17 the Class Members of all material elements of the Settlement, of Class Members' right to be excluded
18 from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute
19 the Pay Periods and/or PAGA Pay Periods credited to each of them by submitting a written challenge,
20 and of each Participating Class Member's right and opportunity to object to the Class Settlement by
21 submitting a written objection to the Administrator. The Court further finds that distribution of the
22 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
23 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
24 requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto.
25 The Court further orders the Administrator to mail the Class Notice in English and Spanish by First-
26 Class U.S. Mail to all Class Members no later than fourteen (14) calendar days of receipt of the Class
27 Data (October 24, 2025), pursuant to the terms set forth in the Settlement Agreement.

28 13. The Court hereby preliminarily approves the proposed procedure, set forth in the

1 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
2 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
3 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the
4 date that is forty-five (45) calendar days from the initial mailing of the Class Notice ("Response
5 Deadline") (December 8, 2025), or, in the case of a re-mailed Class Notice, the Response Deadline
6 shall be extended fourteen (14) calendar days from the original Response Deadline (December 22,
7 2025). Any such person who timely and validly chooses to opt out of, and be excluded from, the Class
8 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by
9 the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all
10 Aggrieved Employees will be bound by the PAGA Settlement and issued their Individual PAGA
11 Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not
12 submit a valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound by
13 the Settlement Agreement and any final judgment based thereon.

14 14. A Final Approval Hearing shall be held before this Court on
15 1/30/20 at 10 a.m./~~p.m.~~ in Department 69 of the Los Angeles
16 County Superior Court, located at Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles,
17 California 90012, to determine all necessary matters concerning the Settlement, including: whether
18 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
19 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
20 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
21 Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved
22 Employees; and determine whether to approve the requests for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration
24 Expenses Payment, and allocation for the PAGA Penalties.

25 15. Class Counsel shall file a motion for final approval of the Settlement and for the Class
26 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
27 Payments, and Administration Expenses Payment, along with the appropriate declarations and
28 supporting evidence, including the Administrator's declaration, by

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, to be heard at the Final Approval Hearing.

16. 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.

17. 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.

18. 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: 10/8/25


Honorable William F. Fahey
Judge of the Superior Court

EXHIBIT 1

10/10/2025

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

Ruiz, et al. v. Southern Tire Mart, LLC, et al.
Los Angeles County Superior Court Case Number 24STCV12037

***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 entitled *Ruiz, et al. v. Southern Tire Mart, LLC, et al.*, Los Angeles County Superior Court Case Number 24STCV12037 ("Action") against Southern Tire Mart, LLC, et al. ("Defendant") for alleged wage and hour violations. The Action is being prosecuted by former employees Joey Ruiz and Joshua Nisbet (together, "Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The "Class Period" is the period from March 15, 2020 through May 8, 2025. The "PAGA Period" is the period from March 6, 2023 through May 8, 2025.

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 the Defendant's records and the Parties' current estimates of potential deductions, including deductions for attorneys' fees and costs which the Court will decide at a later hearing, **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 the 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 the Defendant's records showing that you worked [] **Pay Periods** during the Class Period and you worked [] **PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during the Class Period and/or more PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Defendant.

If you worked for the Defendant during the Class Period and/or the PAGA Period, you have the following options:

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SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing	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 the Defendant that are covered by this Settlement (Released Class Claims).
Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [December 8, 2025]	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. If you choose to opt-out, then you will not receive any benefits under the Settlement nor will you release any of the Released Class Claims against Defendant. If you qualify as an Aggrieved Employee, however, then you will still receive an Individual PAGA Payment even if you choose to opt-out of the Class Settlement.
Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [December 8, 2025]	If you wish to object to the Class Settlement, then you must write to the Administrator about why you object. This option is available only to Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members").
Challenge the Calculation of Your Pay Periods/PAGA Pay Periods Written Challenges Must be Submitted by [December 8, 2025]	If you wish to contest or dispute the number of pay periods you worked for Defendant for at least one day during the Class Period ("Pay Periods") or the number of pay periods you worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Periods") listed in this Notice, then you must write to the Administrator about why you dispute the number and provide supporting documentation that you possess to support your dispute.

Southern Tire Mart, LLC will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

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

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

So far, the Court has made no determination whether the Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and the Defendant participated in a Mandatory Settlement Conference to resolve the Action by negotiating an end to the case by agreement (settling the case) rather than continuing the expensive and time-

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consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and the Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval Order and Judgment. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the 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 and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- a. The Defendant will pay \$1,075,000.00 as the "Gross Settlement Amount." The 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, Class Representative Service Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Assuming the Court grants Final Approval, the Defendant will fund the Gross Settlement Amount no later than 5 business days after the Effective Date. The Effective Date means 5 calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed.
- b. Deductions from Gross Settlement Amount Subject to Court Approval. At the Final Approval Hearing, Plaintiffs and/or 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 at the Final Approval Hearing:
 - i. A request for attorneys' fees in an amount up to 1/3 of \$1,436,461.01, which includes both the \$1,075,000 Gross Settlement Amount and the \$361,461.01 Defendant previously paid to some Class Members for "Prior Individual Settlement Agreements." This request allows Class Counsel to request and receive, if approved, up to \$478,820.34 in attorneys' fees. To date, Class Counsel have worked on the Action without payment. The Court has not determined the reasonableness of these fees but will do so at a later hearing.
 - ii. The payments made for "Prior Individual Settlement Agreements" were amounts that Defendant directly paid to some Class Members. The "Prior Individual Settlement Agreements" payments were at least \$500, and some included additional compensation based on the amount of time the employee worked. Class members who accepted Prior Individual Settlement Agreement payments gave up Plaintiffs Ruiz and Nesbit's class claims, excluding class claims based on the allegation that Defendant failed to include Sales Performance Incentive Fund ("SPIF") bonuses in Class Members' regular rate of pay for overtime, meal penalties and sick pay. Further, Class Members who accepted "Prior Individual Settlement Agreement" payments did not release any PAGA claims.
 - iii. Up to \$40,000 for Class Counsel's litigation costs spent litigating this action. To date, Class

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Counsel has received no payment for their costs. The Court has not determined the reasonableness of these costs but will do so at a later hearing.

- iv. Up to \$15,000.00 to Plaintiff Ruiz and \$10,000.00 to Plaintiff Nisbet (\$25,000.00 in total), as Class Representative Service Payments for litigating the Action, working with Class Counsel, and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- v. Up to \$13,000.00 to the Administrator for services administering the Settlement.
- vi. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods worked during the PAGA Period.

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

- c. Net Settlement Amount Distributed to 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 Pay Periods worked during the Class Period.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The 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 Plaintiffs and the 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.

- e. 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 Division in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Division, you should consult the rules of the Division for instructions on how to retrieve your money.
- f. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and the Defendant have agreed that, in either case, the Settlement will be void: the Defendant will not pay any money

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and Class Members will not release any claims against the Defendant.

- g. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member challenges over Pay Periods and/or PAGA Pay Periods, 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 9 of this Notice.
- h. Participating Class Members' Release. Upon entry of the Final Approval Order and Judgment and date Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will release the Released Class Claims 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 the Defendant or related entities for wages based on the Class Period facts 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, heirs, administrators, successors, and assigns, release the Released Parties from the class claims, which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaints, arising during the Class Period, which include claims for unpaid wages including minimum, regular, and overtime wages (Cal. Lab. Code §§ 204, 210, 510, 516, 1182.12, 558, 1194, 1197, 1197.1, 1198, 1199; and the applicable Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); improper deductions (Lab. Code § 221); failing to timely pay wages including vacation wages and paid sick leave (to the extent based on miscalculation of the regular rate of pay) (Lab. Code §§ 201-204, 227.3 non-compliant wage statements (Lab. Code §§ 226, 226.3); failure to reimburse business expenses (Lab. Code §§ 2800 and 2802); unfair competition or unlawful or fraudulent business practices (Bus. & Prof. Code § 17200 *et seq.*) arising from the Labor Code violations released herein; failure to maintain accurate records (Lab. Code § 1174, 1174.5, and applicable Wage Order); claims for statutory penalties based on the same or similar facts alleged in the Operative Complaint (except for PAGA penalties, which are separately released hereinbelow); and claims for interest, penalties (including but not limited to waiting time penalties at Lab. Code §§ 201-204), premiums, injunctive relief, declaratory relief, or restitution in connection with any of the preceding claims (collectively, "Released Class Claims"). Except as set forth below, 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 facts occurring outside the Class Period.

Aggrieved Employees' Release. Upon entry of the Final Approval Order and Judgment and date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Aggrieved Employees will release the Released PAGA Claims against the Released Parties, whether or not they exclude

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themselves from the Class 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 the Defendant or related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any claims for civil penalties under PAGA, which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period, which include any claims for unpaid minimum, regular, overtime, regular rate (Cal. Lab. Code §§ 204, 210, 510, 558, 1182.12, 1194, 1197, 1197.1, 1198, and applicable Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); failing to timely pay wages; (Lab. Code §§ 201-204, 227.3, 245-249); non-compliant wage statements (Lab. Code § 226); failure to reimburse business expenses (Lab. Code §§ 2800, 2802); improper deductions (Lab. Code § 221); failure to maintain accurate records (Lab. Code § 1174, 1174.5, and applicable Wage Order); and claims for interest, penalties (including waiting time penalties at Lab. Code §§ 201-204), or premiums in connection with any of the preceding claims as well as any claims for PAGA penalties arising from violations of the California Labor Code, California Industrial Welfare Commission's Wage Orders, or the California Code of Regulations, that were alleged or which could have been alleged under the same or similar facts in the PAGA Notice and Operative Complaint. The Released PAGA Claims apply to Aggrieved Employees who are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, 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 stated in the PAGA Notice and Operative Complaint that occurred during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
- c. Pay Period/PAGA Pay Period Challenges. The number of Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in the Defendant's records, are stated in the first page of this Notice. You have until **December 8, 2025** to challenge the number of Pay Periods and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. Section 9 of

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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 the Defendant's calculation of Pay Periods and/or PAGA Pay Periods based on the 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 Pay Period and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Defendant's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. 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.
- b. 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 (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter (i.e., Request for Exclusion) with a simple statement that you do not want to participate in the Class 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 *Ruiz v. Southern Tire Mart, LLC, et al.*, Los Angeles County Superior Court Case Number 24STCV12037, and include your identifying information (full name, address, email address or telephone number, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, other than your representative, it will not be valid. **The Administrator must be sent your Request for Exclusion by December 8, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and the Defendant are asking the Court to approve. At least 16 days

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before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments that includes, among other things, the reasons why the proposed Settlement is fair, the amounts Class Counsel is requesting for attorneys' fees and litigation expenses; and the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 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 [redacted] or the Court's website (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>).

A Participating Class Member who disagrees with any aspect of the Class Settlement, the Motion for Final Approval, and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is **December 8, 2025**. 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 *Ruiz v. Southern Tire Mart, LLC, et al.*, Los Angeles County Superior Court Case Number 24STCV12037 and include your full name, signature, address, email address or telephone number, and last four digits of your social security number for verification purposes. Section 9 of this Notice has the Administrator's contact information.

Alternatively, 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 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [hearing date to be inserted pursuant to Court's Order Granting Preliminary Approval] at [hearing time to be inserted pursuant to Court's Order Granting Preliminary Approval] in Department 69 of the Los Angeles Superior Court, located at 111 N. Hill 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, Plaintiffs, and the Administrator. The Court will invite comments 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 ([redacted]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [redacted]. 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 <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 24STCV12037. 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.

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DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, , Jared C. Osborne, Kyle W. Wilson

Email Addresses: mschimmel@blackstonepc.com; jfang@blackstonepc.com; josborne@blackstonepc.com; kwilson@blackstonepc.com

Name of Firm: Blackstone Law, APC

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Name of Attorney: Joshua S. Falakassa

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Name of Firm: Falakassa Law, P.C.

Mailing Address: 1901 Avenue of the Stars, Suite 920, Los Angeles, CA 90067

Telephone: (818) 456-6168

Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

10. 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 Division for instructions on how to retrieve the funds.

11. 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.

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PROOF OF SERVICE

I, Stephany Sinaguinan, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On September 23, 2025, I served a copy of the following document(s):

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

on the interested parties as follows:

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Jason H. Borchers
Andrew H. Woo
Aaron M. Bausch
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*Attorneys for Plaintiff JOSHUA NISBET,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys General
Act*

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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to the addressee(s) listed above via email from email address ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE –** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

10/16/2025

Executed on September 23, 2025 at Beverly Hills, California.



Stephany Sinaguinan

10/10/2025