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**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

JAMAL ALI, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

DIESEL DIRECT WEST, LLC, a
California Limited Liability Company;
DIESEL DIRECT, LLC, a
Massachusetts Limited Liability
Company; and DOES 1-100, inclusive,

Defendants.

Case No.: 23CV031181

Assigned for All Purposes to:
Hon. Patrick McKinney
Dept. 18

~~PROPOSED~~ **ORDER AFTER HEARING
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS,
AND JUDGMENT THEREON**

Date: April 15, 2026
Time: 1:30 p.m.
Dept.: 18

FILED
Superior Court of California
County of Alameda
06/03/2026
Clad Flake, Executive Officer/Clerk of the Court
By:  Deputy
P. Drummer-Williams

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2 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
3 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
4 on the Motion, hereby finds and ORDERS as follows:

5 1. The Court has jurisdiction over this matter and over all parties to the action,
6 including the members of the Settlement Class.

7 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
8 attached as Exhibit 1 to the Nikki Trenner in support of Plaintiff's Motion for Preliminary
9 Approval of Class Action Settlement, filed on or about April 23, 2025, and the Amendment
10 thereto (Exhibit 1 to the Supplemental Declaration of Nikki Trenner filed on August 20, 2025), is
11 within the range of possible recovery and, subject to further consideration at the Final Approval
12 Hearing described below, is preliminarily approved as fair, reasonable, and adequate. The Court,
13 for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

14 2 For purposes of settlement only, the Court provisionally and conditionally certifies
15 a class including all current and former non-exempt employees that worked either directly or via a
16 staffing agency for Defendant Diesel Direct West, LLC ("Diesel" or "Defendant") at any location
17 in California during the Class Period of April 13, 2019, to February 24, 2025.

18 3. The Court adjudges all Participating Class Members, on behalf of themselves and
19 their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release the Released Parties from all claims that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the Complaint and First
22 Amended Complaint, including, without limitation, (a) failure to pay wages and liquidated
23 damages; (b) failure to furnish itemized wage statements; (c) failure to timely pay all wages due
24 upon separation of employment; (d) failure to reimburse business expenses; and (e) violations of
25 the Unfair Competition Law during the Class Period. Participating Class Members only release
26 these claims for the duration of the Class Period. Except as set forth in Section 5.3 of the
27 Settlement Agreement, Participating Class Members do not release any other claims, including
28 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing

1 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
2 on facts occurring outside the Class Period.

3 4. The Court further adjudges the Labor & Workforce Development Agency, through
4 Plaintiff, its authorized agent, to release, on behalf of themselves and their respective former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
6 Released Parties from all claims for PAGA penalties that were alleged in the PAGA Notice,
7 including, without limitation: (a) failure to pay wages; (b) failure to furnish itemized wage
8 statements; (c) failure to timely pay all wages due upon separation of employment; (d) failure to
9 reimburse business expenses; (e) failure to keep accurate records; (f) failure to pay overtime; (g)
10 failure to provide meal periods; (h) failure to provide rest periods; (i) failure to pay statutory
11 wages; (j) refusal to pay wages due; (k) failure to provide standard conditions of labor; (l)
12 unlawful deductions; (m) failure to pay reporting time pay; (n) failure to provide paid sick leave;
13 (o) failure to provide supplemental paid sick leave; (p) failure to pay vested vacation and/or paid
14 time off; (q) unlawful agreements; and (r) unlawful criminal inquiries during the PAGA Period.
15 The LWDA, through Plaintiff, only releases these claims for the PAGA Period.”

16 5. Under the Settlement Agreement, Defendant agrees to pay the total Gross
17 Settlement Amount of \$200,000. The Settlement Administrator is ordered to distribute to the
18 Participating Settlement Class Members and to the Aggrieved Employees their respective
19 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed
20 checks that remain after the check void date shall be forwarded to the California State
21 Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

22 8. The Court further orders that the Class Members be provided with notice of this
23 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
24 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

25 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
26 \$62,000.00 (reduced from the requested amount), and an award of costs and expenses in the
27 amount of \$30,538.42. Such amounts shall be paid as provided in the Settlement Agreement
28 except that the Settlement Administrator shall withhold ten percent (10%) of the attorney's fees

1 until completion of the distribution process and court approval of a final accounting.

2 10. The Court approves a service payment to plaintiff and Class Representative Jamal
3 Ali in the amount of \$7,500.00 (reduced from the requested amount), and the Settlement
4 Administrator is ordered to make such payment consistent with the terms of the Settlement
5 Agreement.

6 11. The Settlement Agreement provides the Settlement Administrator, Apex Class
7 Action, LLC shall be paid from the Gross Settlement Amount for its services in administering the
8 Settlement. As set forth in the Declaration of Stacey Shim, the Settlement Administrator is owed
9 \$10,800 for services rendered and to be rendered in administering the settlement. The Court
10 therefore orders that Apex be paid the amount of \$10,800 from the Gross Settlement Amount
11 consistent with the terms of the Class Settlement Agreement.

12 12. The Court approves PAGA penalties in the amount of \$10,000, to be paid from the
13 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
14 PAGA. \$7,500 of this amount will be paid to the LWDA as the state's share of the civil penalties,
15 and the remainder of \$2,500 will be distributed to the Aggrieved Employees consistent with the
16 terms of the Settlement Agreement and PAGA.

17 13. The Court sets a Compliance Hearing for December 16, 2026, at 1:30 p.m. in
18 Department 18 of the Alameda County Superior Court. Plaintiff is ordered to file a compliance
19 report at least five (5) court days before the Compliance Hearing.

20 14. Under California Rule of Court 3.769(h), without affecting the finality of this
21 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
22 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
23 judgment contemplated becomes effective and each and every act agreed to be performed by the
24 parties has been performed under the terms of the Settlement Agreement; (2) any other action
25 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
26 enforcement, construction, and interpretation of the Settlement Agreement.

27 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
28 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.

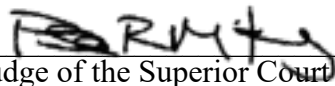
1 This Order is not a finding of the validity or invalidity of any claims in this action or a
2 determination of any wrongdoing by any party. The final approval of the parties' settlement will
3 not constitute any opinion, position or determination of this Court as to the merits of the claims or
4 defenses of any party.

5 16. Judgment is hereby entered as follows: Plaintiff Jamal Ali and the Participating
6 Class Members, consisting of all current and former non-exempt employees that worked either
7 directly or via a staffing agency for Defendant at any location in California during the Class
8 Period of April 13, 2019, to February 24, 2025, who have not otherwise opted out, shall take
9 nothing from Defendant, except as set forth in the Settlement Agreement.

10 17. The Court shall retain jurisdiction over the parties to interpret, implement and
11 enforce this Judgment.

12 **IT IS SO ORDERED AND ADJUDGED.**

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14 Dated: June 3, 2026



Judge of the Superior Court

Patrick McKinney / Judge

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PROOF OF SERVICE
Jamal Ali V. Diesel Direct West, LLC.
Alameda Court Case No. 23CV031181

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On April 16, 2026, I served true copies of the following document(s) described as

[PROPOSED] ORDER AFTER HEARING GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS, AND JUDGMENT THEREON

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address agutierrez@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error. Court at whose direction the service was made.

☐ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a post office, mail box, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 16, 2026, at Los Angeles, California.

/s/ Ashley Gutierrez
Ashley Gutierrez

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SERVICE LIST

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