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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TIMOTHY MCCORMICK, MICHAEL KINDT,
KELLY CARTER, CARLOS ATERRADO,
ALEX MARTINEZ, and ERIC ARAGAKI,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

AMERIFLEET TRANSPORTATION, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV00682

*[Assigned for All Purposes to the Hon.
Timothy P. Dillon, Dept. 15]*

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

Preliminary Approval Hearing:

Date: January 26, 2026

Time: 2:00 p.m.

Dept: 15

Action Filed: January 9, 2024

FAC Filed: December 12, 2025

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement came
2 before this Court on January 26, 2026, at 2:00 p.m., or as soon thereafter as the matter may be
3 heard, in Department 15 of the Superior Court of California, County of Los Angeles, Spring
4 Street Courthouse, located 312 N. Spring Street, Los Angeles, California 90012. The Court,
5 having considered the proposed Class Action and PAGA Settlement Agreement and Class
6 Notice entered into by and between Plaintiffs Timothy McCormick, Michael Kindt, Kelly
7 Carter, Carlos Aterrado, Alex Martinez, and Eric Aragaki (collectively “Plaintiffs”) and
8 Defendant Amerifleet Transportation, Inc. (“Defendant,” and together with Plaintiffs, the
9 “Parties”), attached as **Exhibit 4** to the Declaration of Arrash T. Fattahi in Support of Plaintiffs’
10 Motion for Preliminary Approval of Class Action and PAGA Settlement (hereinafter
11 collectively, the “Settlement” or “Settlement Agreement”); having considered the Motion for
12 Preliminary Approval of Class Action and PAGA Settlement; having considered the points and
13 authorities and declarations submitted by the Parties in support thereof; and good cause
14 appearing, HEREBY ORDERS THE FOLLOWING:

15 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
16 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
17 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
18 the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration
19 of Arrash T. Fattahi in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action
20 and PAGA Settlement as **Exhibit 4**.

21 2. The Settlement falls within the range of reasonableness of a settlement which
22 could ultimately be given final approval by this Court, and appears to be presumptively valid,
23 subject only to any objections that may be raised at the Final Approval Hearing and final
24 approval by this Court. Defendant has agreed to pay \$435,000.00 to cover (a) Individual Class
25 Payments to Participating Class Members (class members who do not validly opt out); (b)
26 Private Attorneys General Act (“PAGA”) Penalties in the amount of \$20,000.00 with 75%
27 (\$15,000.00) allocated to the California Labor & Workforce Development Agency (“LWDA”)
28 PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments to be paid to

1 aggrieved employees; (c) Class Representative Service Payments of up to \$7,500 each for
2 Plaintiffs Timothy McCormick, Michael Kindt, Kelly Carter, Carlos Aterrado, Alex Martinez,
3 and Eric Aragaki (\$45,000.00 collectively); (d) Class Counsel Fees Payment not to exceed one
4 third (1/3) of the Gross Settlement Amount (currently estimated at \$145,000.00) and Class
5 Counsel Litigation Expenses Payment up to \$25,000.00 for actual litigation expenses incurred
6 by Class Counsel; and (e) Administration Expenses Payment not to exceed \$7,650.00.

7 3. The Court preliminarily finds that the terms of the Settlement appear to be within
8 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
9 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
10 and reasonable to the class members when balanced against the probable outcome of further
11 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
12 significant informal discovery, investigation, research, and litigation have been conducted such
13 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
14 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
15 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
16 the result of intensive, serious, and non-collusive negotiations between the Parties with the
17 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
18 that the Settlement Agreement was entered into in good faith.

19 4. A final fairness hearing on the question of whether the proposed Settlement,
20 attorneys' fees and costs to Class Counsel, payment to the LWDA and aggrieved employees for
21 their share of the settlement of claims for penalties under the PAGA, and the Class
22 Representative Service Payment should be finally approved as fair, reasonable and adequate as
23 to the members of the Class is hereby set in accordance with the Implementation Schedule set
24 forth below.

25 5. The Court provisionally certifies for settlement purposes only the following class
26 (the "Settlement Class"): "all persons employed by Amerifleet in California and classified as a
27 non-exempt employee who worked for Amerifleet during the Class Period."

28 6. "Class Period" means the period from January 9, 2020 to April 21, 2025.

1 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
2 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
3 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
4 of law and fact that are common, or of general interest, to all Settlement Class Members, which
5 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
6 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
7 the interests of the Settlement Class Members; and (5) a class action is superior to other
8 available methods for the fair and efficient adjudication of the controversy.

9 8. The Court appoints as Class Representatives, for settlement purposes only,
10 Plaintiffs Timothy McCormick, Michael Kindt, Kelly Carter, Carlos Aterrado, Alex Martinez,
11 and Eric Aragaki. The Court further preliminarily approves Plaintiffs Timothy McCormick,
12 Michael Kindt, Kelly Carter, Carlos Aterrado, Alex Martinez, and Eric Aragaki's ability to
13 request a Class Representative Service Payment of up to \$7,500 each.

14 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi and Arman
15 A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily
16 approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross
17 Settlement Amount (currently \$145,000.00), and costs not to exceed \$25,000.00.

18 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
19 reasonable administration costs estimated to be \$7,650.00.

20 11. The Court approves, as to form and content the Class Notice, attached to the
21 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
22 Class Notice to Settlement Class Members satisfies due process, provides the best notice
23 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
24 entitled thereto.

25 12. The Parties are ordered to carry out the Settlement according to the terms of the
26 Settlement Agreement.

27 13. Any class member who does not timely and validly request exclusion from the
28 Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at _____ in Dept. 15 of the above-referenced courthouse.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. TIMOTHY P. DILLON
JUDGE OF THE SUPERIOR COURT