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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIZABETH CANDELARIO, individually, on
behalf of all others similarly situated,

Plaintiff,

v.

REDTAILS LOGISTICS COMPANY LLC, a
limited liability company; REDTAILS
LOGISTICS CORPORATION, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23STCV15238

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Elaine Lu,
Dept. 9]

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

PRELIMINARY APPROVAL HEARING

Date: December 4, 2025

Time: 8:30 a.m.

Dept: 9

Complaint filed: June 29, 2023

FAC filed: October 27, 2023

Trial date: not set

1 The Court has before it Plaintiff Elizabeth Candelario's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, along with the accompanying papers, the Class Action
4 and PAGA Settlement Agreement and Class Notice (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Redtails
10 Logistics Company LLC and Redtails Logistics Corporation, Inc. ("Defendant," and together
11 with Plaintiff, the "Parties"), attached to the Declaration of Benjamin H. Haber in Support of
12 Plaintiff's Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$215,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$20,000.00 payment to the State of California, Labor & Workforce Development Agency
19 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
20 General Act ("PAGA"), with 75% of which (\$15,000.00) being paid to the LWDA and 25%
21 (\$5,000.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
22 payments of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed
23 1/3 of the Gross Settlement Amount (\$71,666.66), and up to \$30,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$15,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representatives' enhancement awards
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all current and former hourly-paid or non-exempt employees of
17 Defendant within the State of California at any time during the Class Period."

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

26 7. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Elizabeth Candelario. The Court further preliminarily approves Plaintiff's ability to
28 request incentive awards up to \$10,000.00.

1 8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J.
2 Kramer, and Chase M. Stern of Wilshire Law Firm, PLC as Class Counsel. The Court further
3 preliminarily approves Class Counsel's ability to request attorneys' fees of up to 1/3 of the Total
4 Settlement Amount (\$71,666.66), and costs not to exceed \$30,000.00.

5 9. The Court appoints Apex Class Action as the Settlement Administrator with
6 reasonable administration costs estimated not to exceed \$15,000.00.

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

12 11. The Parties are ordered to carry out the Settlement according to the terms of the
13 Settlement Agreement.

14 12. Any class member who does not timely and validly request exclusion from the
15 settlement may object to the Settlement Agreement.

16 13. The Court orders the following Implementation Schedule:

17 Defendant to provide Class List to the 18 Settlement Administrator	Within 21 calendar days after the Court grants Preliminary Approval of the Settlement
20 Settlement Administrator to mail the Class 21 Notice	Within 14 days after receipt of the Class List from the Defendant
22 Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator
24 Deadline to file Motion for Final Approval, 25 Request for Attorneys' Fees and Costs, and 26 Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
27 Final Approval Hearing	_____ at _____ a.m./p.m., or

first available date thereafter, in Department
9. The hearing may be continued to another
date without further notice to the Class
Members.

14. 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. Elaine Lu
Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 *Candelario v. Redtails Logistics Company LLC, et al.*
3 23STCV15238

4 STATE OF CALIFORNIA)
5) ss
6 COUNTY OF LOS ANGELES)

7 I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California;
8 I am over the age of eighteen years and not a party to the within action; my business address is
9 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address
10 is rebecca.padilla@wilshirelawfirm.com.

11 On **August 14, 2025**, I served the foregoing **[PROPOSED] ORDER GRANTING**
12 **PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**
13 **SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed
14 envelope by following one of the methods of service as follows:

15 Tim L. Johnson (SBN 265794)
16 tim.johnson@ogletree.com
17 Yousaf M. Jafri (SBN 314773)
18 yousaf.jafri@ogletree.com
19 Keenan P. O'Connor (SBN 311800)
20 keenan.oconnor@ogletree.com
21 Brett A. Overby (SBN 317653)
22 brett.overby@ogletree.com

23 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART P.C.**
24 4660 La Jolla Village Drive, Suite 900
25 San Diego, CA 92122
26 Telephone: 858-652-3100
27 Facsimile: 858-652-3101

28 Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the
State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
to accept electronic service, I caused the documents to be sent to the persons at the
electronic service addresses listed above via third-party cloud service
CASEANYWHERE.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on **August 14, 2025**, at Los Angeles, California.



Rebecca Padilla