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8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 JOSHUA GIBBS, as an individual and on
11 behalf of all others similarly situated, and
as a private attorney general,

12 Plaintiff,

13 vs.

14 SWIFT TRANSPORTATION CO. OF
15 ARIZONA, LLC, a Delaware limited
liability company; and DOES 1 through 50,
16 inclusive,

17 Defendants.
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Case No. 3:24-cv-02209-LL-DEB

[Assigned to Hon. Linda Lopez]

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 30, 2026

Time: N/A

Courtroom: 14B

Complaint Filed: April 2, 2024

FAC Filed: May 31, 2024

***PER CHAMBERS RULES, NO ORAL
ARGUMENT UNLESS SEPARATELY
ORDERED BY THE COURT***

Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on August 26, 2026, and a hearing was held before this Court on September 30, 2026.

I. RECITALS

1. On April 2, 2024, Plaintiff, Joshua Gibbs, filed the original complaint initiating the Action on behalf of a putative class of current and former employees of Defendant, Swift Transportation Co. of Arizona, LLC, in the State of California. The Action pursued class action claims for Defendant's alleged underpayments of sick pay wages. On May 31, 2024, Plaintiff filed a first amended complaint that also pursued representative Labor Code Private Attorneys General Act of 2004 ("PAGA") claims.

2. On January 6, 2026, the Parties attended mediation with Judge Peter Kirwan. With the mediator's assistance and based upon a mediator's proposal, the Parties were able to agree to the settlement terms memorialized in the Settlement Agreement of Class Action and Private Attorneys General Act Claims (the "Agreement").

II. FINDINGS

3. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the uncertain outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the Court that 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 action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

1 4. The Court finds preliminarily, and for purposes of proceeding pursuant to
2 Rule 23(e) of the Federal Rules of Civil Procedure, that the number of Class Members is
3 sufficiently numerous, the Class Members are ascertainable based on the Defendant's
4 records, the Plaintiff's claims are typical of those in the Class, there is adequate and fair
5 representation, common questions of law and fact predominate, and that class resolution
6 is superior.

7 5. The Court finds that the Notice of Class Action Settlement achieves the best
8 notice that is practicable under the circumstances.

9 **III. ORDERS**

10 After considering the papers and evidence, arguments of counsel, and all other
11 matters presented to the Court, and having taken the matter under submission, **IT IS**
12 **HEREBY ORDERED** as follows:

13 6. The Court grants preliminary approval of the Agreement submitted by the
14 Parties. The Agreement appears to be fair, adequate, and reasonable to the Class.

15 7. For settlement purposes only, pursuant to Rules 23(a) and 23(b)(3) of the
16 Federal Rule of Civil Procedure, the Court conditionally certifies the following class: all
17 persons who worked for Defendant, Swift Transportation Co. of Arizona, LLC, as an
18 over-the-road driver while assigned to a Swift Transportation terminal in California and
19 who took Sick Leave¹ at any time from April 2, 2020 through February 9, 2026.

20 8. For settlement purposes only, the Court appoints and designates: (a)
21 Plaintiff, Joshua Gibbs, as Class Representative and (b) Larry W. Lee and Simon L. Yang
22 of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class
23 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with
24 respect to all acts or consents required by, or which may be given, pursuant to the
25 Agreement, and such other acts reasonably necessary to finalize the Agreement and its
26 terms.

27 ¹ "Sick Leave" means sick leave paid by Defendant and which is designated as "D-Driver
28 Sick Pay" in Defendant's payroll data.

1 9. A final fairness hearing on the question of whether the proposed Agreement,
2 the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel,
3 the payment to the Labor Workforce & Development Agency and PAGA Aggrieved
4 Employees, the Settlement Administration Costs, and the Named Plaintiff's General
5 Release Payment should be finally approved as fair, reasonable, and adequate as to the
6 members of the Class is set for **January 29, 2027**, at _____.m. in this Court.

7 10. The Court hereby approves, as to form and content, the Notice of Class
8 Action Settlement ("Class Notice"), which is attached as Exhibit A to the Agreement.
9 The Court finds that distribution of the Class Notice to Class Members substantially in
10 the manner and form set forth in the Agreement and this Order meets the requirements of
11 due process and shall constitute due and sufficient notice to all parties entitled thereto.

12 11. The Court appoints and designates Phoenix Settlement Administrator as the
13 Administrator. The Court hereby directs the Administrator to provide the approved Class
14 Notice to Class Members using the procedures set forth in the Agreement.

15 12. Any Class Member may choose to opt out of and be excluded from the
16 settlement as provided in the Agreement and Class Notice and by following the
17 instructions for requesting exclusion. Any person who timely and properly opts out of the
18 settlement will not be bound by the Agreement or have any right to object, appeal, or
19 comment thereon. Any request for exclusion must be in writing and signed by each such
20 Class Member opting out and must otherwise comply with the requirements delineated in
21 the Class Notice. Class Members who have not requested exclusion by submitting a valid
22 and timely request for exclusion shall be bound by all determinations of the Court, the
23 Agreement, and Judgment.

24 13. Any Class Member may object to the Agreement or express his or her views
25 regarding the Agreement. Any Class Member may present evidence and file briefs or
26 other papers relevant to the issues to be heard and determined by the Court as provided in
27 the Class Notice.
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1 14. It is further ordered that pending further order of this Court, all proceedings
2 in this matter except those contemplated herein and as part of the settlement are stayed.

3 15. All Parties are otherwise ordered to comply with the terms of the
4 Agreement.

5 16. The Court reserves the right to adjourn or continue the date of the final
6 fairness hearing and all dates provided for in the Agreement without further notice to the
7 Class. The Court retains jurisdiction to consider all further applications arising out of or
8 connected with the Agreement.

9 **IT IS SO ORDERED.**

10 DATED: _____, 2026

11 _____
12 THE HONORABLE LINDA LOPEZ
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