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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN JOAQUIN**

JOSEPH ALBERTO RODRIGUEZ,  
individually, and on behalf of all others similarly  
situated,

*Plaintiff,*

v.

FRANK C. ALEGRE TRUCKING, INC., a  
California corporation; DOES 1 through 10,  
inclusive,

*Defendants.*

Lead Case No.: STK-CV-UOE-2024-5249  
[Related Case No. STK-CV-UOE-2024-8038]

*[Assigned for All Purposes to the Hon. Robert  
T. Waters, Dept. 11B]*

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

Preliminary Approval Hearing:

Date: March 5, 2026

Time: 9:00 a.m.

Dept: 11B

Action Filed: May 1, 2024

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**[PROPOSED] ORDER**

Having reviewed Plaintiff Joseph Alberto Rodriguez's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's declaration, and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Frank C. Alegre Trucking, Inc. ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$220,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$7,500.00) to be paid to the California Labor & Workforce Development Agency ("LWDA") and 25% of which (\$2,500.00) to be paid to Aggrieved Employees; (c) Class Representative Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently \$73,333.33), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$9,500.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further

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

9         4.       A final approval hearing on the question of whether the proposed Settlement,  
10 attorneys' fees and costs to Class Counsel, the PAGA Penalties to the LWDA and the Aggrieved  
11 Employees, and the Class Representative's service payment should be finally approved as fair,  
12 reasonable and adequate as to the members of the Class is hereby set in accordance with the  
13 Implementation Schedule set forth below.

14         5.       The Court provisionally certifies for settlement purposes only the following class  
15 (the "Class"): "all current and former hourly, non-exempt trainee drivers employed by  
16 Defendant in the State of California during the Class Period."

17         6.       "Class Period" means the period from May 1, 2020, through July 29, 2025.

18         7.       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         8.       The Court appoints as Class Representative, for settlement purposes only,  
27 Plaintiff Joseph Alberto Rodriguez. The Court further preliminarily approves Plaintiff's ability  
28 to request a service payment up to \$7,500.00.

9. The Court appoints, for settlement purposes only, John G. Yslas, Eugene Zinovyev, John Brown, Gabriella Solé, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently \$73,333.33), and costs not to exceed \$25,000.00.

10. The Court appoints Apex Class Action Administration as the Settlement Administrator with reasonable administration costs estimated not to exceed \$9,500.00.

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

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

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

| Event                                                                                                                                  | Timing                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Class Data:</b> Last day for Defendant to provide Class Data to the Administrator                                                   | 7 days after the Court grants Preliminary Approval of the Settlement                                                                         |
| <b>Class Notice:</b> Last day for Administrator to mail the Class Notice to Class Members                                              | 14 days after receipt of the Class Data                                                                                                      |
| <b>Response Deadline:</b> Last day for Class Members to submit written objections, challenges to workweeks, 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) |

|                                                                                                                                                                                           |                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <p><b>Administrator Declaration:</b> Last day for the Administrator to provide counsel with a Declaration in Support of the Motion for Final Approval</p>                                 | <p>14 days before the last day to file the Motion for Final Approval of Settlement</p> |
| <p><b>Filing Deadline:</b> Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and class representative service payment to Plaintiff</p> | <p>16 court days before the Final Approval Hearing</p>                                 |
| <p><b>Final Approval Hearing</b></p>                                                                                                                                                      | <p>July 22, 2026, at 9:00 a.m. in Dept. 11B of the above-referenced Court.</p>         |

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. ROBERT T. WATERS  
JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

*Rodriguez v. Frank C. Alegre Trucking, Inc.*  
*San Joaquin County Superior Court Case No. STK-CV-UOE-2024-5249*

I am over 18 years of age and not a party to this action. I am employed in the county where the mailing took place. My business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is evette.padilla@wilshirelawfirm.com.

On February 24, 2026, I served the following documents: **REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on all interested parties as follows:

Christopher C. McNatt, Jr., Esq.  
James H. Hanson, Esq.  
Youngki Sohn, Esq.

*Counsel for Defendant*  
*FRANK C. ALEGRE TRUCKING,*  
*INC.*

**SCOPELITIS, GARVIN, LIGHT, HANSON &  
FEARY, LLP**

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ysohn@scopelitis.com

(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 person(s) at the electronic service address(es) listed above using One Legal.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.

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

Executed on February 24, 2026, at Los Angeles, California.

*Evette Padilla*

Evette Padilla