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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DIONDRE EDWARDS and FRANCISCO
PONCE, individually, and on behalf of all others
similarly situated and other aggrieved persons,

Plaintiffs,

v.

THE GOODYEAR TIRE & RUBBER
COMPANY, a corporation; JUST TIRES, an
unknown entity; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24STCV16291

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Samantha P. Jessner,
Dept. 7]

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

PRELIMINARY APPROVAL HEARING

Date: January 27, 2026

Time: 10:00 a.m.

Dept: 7

Complaint Filed: June 28, 2024

FAC filed: August 11, 2025

Trial Date: Not set

1 The Court has before it Plaintiffs Diondre Edwards and Francisco Ponce (“Plaintiffs”)
2 Motion for Preliminary Approval of Class and PAGA Settlement. Having reviewed the Motion
3 for Preliminary Approval of Class and PAGA Settlement, along with the accompanying papers,
4 the Class Action and PAGA Settlement Agreement and Class Notice (which is referred to here
5 as the “Settlement Agreement”), and good cause appearing, the Court hereby finds and orders
6 as follows:

7 1. This Order incorporates by reference the definitions in the Settlement Agreement
8 attached as Exhibit 1 to the Declaration of Benjamin H. Haber in Support of Motion for
9 Preliminary Approval of Class and PAGA Settlement, and all terms defined therein shall have
10 the same meaning in this Order.

11 2. The Court finds on a preliminary basis that the Settlement Agreement appears to
12 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
13 The Court grants preliminary approval of the Settlement Agreement and the Settlement Class
14 based upon the terms set forth in the Settlement Agreement between Plaintiffs and Defendant
15 The Goodyear Tire & Rubber Company (“Defendant,” and together with Plaintiffs, the
16 “Parties”), attached to the Declaration of Benjamin H. Haber in Support of Plaintiffs’ Motion
17 for Preliminary Approval of Class Action and PAGA Settlement as Exhibit 1.

18 3. The Settlement falls within the range of reasonableness of a settlement which
19 could ultimately be given final approval by this Court, and appears to be presumptively valid,
20 subject only to any objections that may be raised at the Final Approval Hearing and final
21 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
22 \$1,700,000.00 to cover (a) settlement payments to Class Members who do not validly opt out;
23 (b) a \$100,000.00 payment to the State of California, Labor & Workforce Development Agency
24 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
25 General Act (“PAGA”), 65% of which (\$65,000.00) being paid to the LWDA and 35%
26 (\$35,000.00) being paid to eligible Aggrieved Employees; (c) a Class Representative Service
27 Payment of up to \$10,000.00 for each Plaintiff; (d) Class Counsel’s attorneys’ fees, not to
28 exceed 1/3 of the Gross Settlement Amount (\$566,666.67), and up to \$30,000.00 in costs for

1 actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration
2 Expenses of up to \$15,000.00.

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

15 5. A final fairness hearing on the question of whether the proposed settlement,
16 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
17 of claims for penalties under the PAGA, and the Class Representative Service Payments should
18 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
19 in accordance with the Implementation Schedule set forth below.

20 6. The Court provisionally certifies for settlement purposes only the following class
21 (the "Settlement Class"): "all current and former non-exempt employees of Defendant who
22 worked in the State of California at any time during the Class Period."

23 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
26 of law and fact that are common, or of general interest, to all Settlement Class Members, which
27 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
28 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect

the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Diondre Edwards and Francisco Ponce. The Court further preliminarily approves Plaintiffs ability to request Class Representative Service Payments up to \$10,000.00 for each plaintiff.

9. The Court appoints, for settlement purposes only, Benjamin H. Haber, Alan Wilcox, Daniel J. Kramer, and Chase M. Stern of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 1/3 of the Gross Settlement Amount (\$566,666.67), and costs not to exceed \$30,000.00.

10. The Court appoints Phoenix Class Action Administration Solutions as the Settlement Administrator with reasonable administration costs estimated not to exceed \$15,000.00.

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 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:

Defendant to provide Class List to the Settlement Administrator	Within 30 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 7 days after receipt of the Class List from the Defendant

Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 7. The hearing may be continued to another date without further notice to the Class Members.

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. Samantha P. Jessner
Los Angeles County Superior Court

PROOF OF SERVICE

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