

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

JUAN JIMENEZ-PADILLA, an individual; on
behalf of Plaintiffs, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SANDAIR CORPORATION d.b.a.
CALIFORNIA FREIGHT SALES, a California
corporation; SUPERIOR TRUCK LINES,
INC., a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. STK-CV-UOE-2025-0009283

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

Judge: Hon. Esmeralda Zendejas
Dept.: 11A

1 This matter having come before the Honorable Judge Esmeralda Zendejas of the Superior Court
2 of the State of California, in and for the County of San Joaquin, with Jean-Claude Lapuyade, Esq., and
3 Sydney Castillo-Johnson, Esq. of the JCL Law Firm, APC, Shani O. Zakay, Esq. and Jackland K. Hom,
4 Esq. of the Zakay Law Group, APLC, appearing on behalf of Plaintiff Juan Jimenez-Padilla (“Plaintiff”),
5 and Stacy Henderson, Esq. of Henderson Arreola, A Professional Corporation, appearing for Defendant
6 Sandair Corporation, dba California Freight Sales (hereinafter “Defendant”). The Court, having
7 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good
8 cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action
9 Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement and
12 Class Notice (“Agreement”), a true and correct copy of which is attached to the Declaration of Sydney
13 Castillo-Johnson, Esq., in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and
14 PAGA Settlement as Exhibit “1”. This is based on the Court’s determination that the Agreement is
15 within the range of possible final approval, pursuant to the provisions of Section 382 of the California
16 Code of Civil Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all terms
18 defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant shall
20 pay is One Million Eight Hundred Forty-Five Thousand Dollars and Zero Cents (\$1,845,000.00). It
21 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
22 reasonable as to all Class Members when balanced against the probable outcome of further litigation
23 relating to certification, liability, and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial additional
26 costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
27 of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious,
28 and non-collusive arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
3 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
4 that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a payment of Attorneys' Fees and Litigation Costs in the amount of up-to
8 thirty-three percent (33%) of the Gross Settlement Amount, currently estimated to be \$608,850.00, plus
9 reimbursement of actually incurred litigation cost in an amount of up to Sixty-Five Thousand Dollars
10 and Zero Centers (\$65,000.00), and proposed Class Representative Payment to the Class Representative
11 in an amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards
12 appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees and
13 Litigation Costs or the Class Representative Payment until the Final Approval Hearing.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a
15 class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 All individuals who are or previously were employed by Defendant in
19 California and classified as non-exempt employees ("Class") during the
20 period from July 7, 2021, through June 6, 2026 ("Class Period").

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in their individual capacity and as the representatives of
2 the Class Members.

3 8. The Court provisionally appoints Plaintiff Juan Jimenez-Padilla as the representative of
4 the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., and Sydney Castillo-
6 Johnson, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. and Jackland K. Hom, Esq. of Zakay
7 Law Group, APLC, as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the Class Notice
10 appears to fully and accurately inform the Class Members of all material elements of the proposed
11 Settlement, including the right of any Class Member to be excluded from the Class by submitting a
12 written request for exclusion, and of each Class Member’s right and opportunity to object to the
13 Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner
14 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
15 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
16 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the
17 terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC, as the Claims Administrator. Within
19 five (5) business days after the Court grants Preliminary Approval of the Settlement, Defendant shall
20 provide the Administrator with the Class Data, including information regarding Class Members that
21 Defendant will in good faith compile from its records, including each Class Member’s Class Member’s
22 full name; last known address; Social Security Number; start dates and end dates of employment; and
23 any other information the Administrator deems necessary to accurately confirm the number of
24 Workweeks and Pay Period worked by each Class Member and Aggrieved Employee during the Class
25 and PAGA Periods. No later than three (3) business days after receipt of the Class Data, the
26 Administrator shall mail copies of the Class Notice to all Class Members via regular First-Class U.S.
27 Mail.

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
3 the Settlement of the Released Class Claims that are set forth in the Class Notice. All requests for
4 exclusion must be postmarked or received by the Response Deadline which is sixty (60) calendar days
5 after the Administrator mails the Class Notices to Class Members or, in the case of re-mailed Notice,
6 fourteen (14) calendar days beyond the Response Deadline. Any such person who chooses to opt out of
7 and be excluded from the Settlement will not be entitled to an Individual Class Payment under the
8 Settlement and will not be bound by the class portion of the Settlement, or have any right to object,
9 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
10 determinations of the Court, the Agreement, and Judgment.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and
12 may object or express the Class Member's views regarding the Settlement and may present evidence
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
14 by the Court as provided in the Notice. Class Members will have sixty (60) calendar days from the date
15 the Administrator mails the Class Notice to postmark their written objections to the Administrator.

16 14. A Motion for Final Approval hearing shall be held on _____ at
17 _____(a.m./p.m.), in Department 11A of this Court, to consider the fairness, adequacy, and
18 reasonableness of the proposed Settlement, including without limitation the: Attorneys' Fees and
19 Litigation Costs, Class Representative Payment, PAGA Payment, Administration Expenses Payment,
20 and Individual Class Payments to Settlement Class Members.

21 15. Motion for Attorneys' Fees and Litigation Costs and Class Representative Payment shall
22 also be held before this Court on _____ at _____(a.m./p.m.) in Department 11A
23 of this Court.

24 16. All papers in support of the motion for final approval and the Motion for Class Counsel
25 Fees Payment, Class Counsel Litigation Expenses and Class Representative Payment shall be filed with
26 the Court and served on all counsel following the expiration of the Response Deadline.

27 17. In the event the Settlement does not become effective in accordance with the terms of the
28 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become

1 effective for any reason, this Agreement shall be rendered null and void and shall be vacated, and the
2 Parties shall revert to their respective positions as of before entering into the Agreement. In such an
3 event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not
4 be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the
5 terms of the Agreement with respect to the effect of the Agreement if it is not approved.

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

9
10
11
12 Dated: _____

JUDGE OF THE SUPERIOR COURT