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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

RAUL SERRANO, an individual, on behalf of
himself, and on behalf of all persons similarly
situated;

Plaintiff,

v.

DELUXE AUTO CARRIERS, INC. a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. CVRI2402625

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

Date: August 20, 2025

Time: 8:30 A.M.

Judge: Hon. Harold W. Hopp

Dept.: 1

1 This matter having come before the Honorable Judge Harold W. Hopp of the Superior Court of
2 the State of California, in and for the County of Riverside, at 8:30 a.m. on August 20, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiff RAUL SERRANO ("Plaintiff"), and Curtis A. Graham, Esq. of Littler
5 Mendelson P.C. appearing for Defendant DELUXE AUTO CARRIERS, INC. ("Defendant"). The
6 Court, having carefully considered the briefs, argument of counsel and all the matters presented to the
7 Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of
8 Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"). This is based on the
12 Court's determination that the Settlement Agreement is within the range of possible final approval,
13 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
14 Rules of Court, rule 3.769.

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). It appears to
19 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable
20 as to all Class Members when balanced against the probable outcome of further litigation relating to
21 certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks a Class Counsel Award comprised of up-to one-third of the Gross
6 Settlement Amount for attorneys' fees, currently estimated One Hundred Thirty-Three Thousand Three
7 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), and litigation expenses incurred
8 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Plaintiff additionally seeks a
9 proposed Class Representative Service Award to the Class Representative, Raul Serrano, in the amount
10 of Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the
11 range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative
12 Service Award until the Final Approval Hearing.

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

17 “all current and former non-exempt driver employees who worked for
18 Defendant within the State of California during the period of May 13, 2023,
19 through April 25, 2025.”

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

1 Class Members.

2 8. The Court provisionally appoints plaintiff Raul Serrano as the representative of the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 A.P.C. and Shani O. Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel.

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

15 11. The Court hereby appoints APEX Class Action, LLC, as Settlement Administrator. On
16 or around June 24, 2025, Defendant provided the Class Data to the Settlement Administrator, including
17 information regarding Class Members that Defendant in good faith compiled from its records, including
18 each Class Member’s full name; last known address; Social Security Number; start dates and end dates
19 of employment; and any other information the Settlement Administrator deems necessary to accurately
20 calculate the number of Workweeks and Pay Periods worked by each Class Member and Aggrieved
21 Employee during the Class and PAGA Period. No later than fourteen (14) calendar days after the date
22 of preliminary approval, the Settlement Administrator shall mail the Class Notice to all identified,
23 potential Class Members via regular first-class U.S. Mail. The Settlement Administrator shall also be
24 required to perform all duties set forth in the Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
27 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
28 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must

1 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
2 date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more
3 than fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to
4 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
5 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
6 comment thereon. Class Members who have not requested exclusion shall be bound by all
7 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
8 that particular individual, and any attempt to affect an optout of a group, class, or subclass of individuals
9 is not permitted and will be deemed invalid.

10 13. Any Class Member may appear at the final approval hearing, regardless of whether they
11 have submitted a timely written objection and notice of intention to appear. Class Members may express
12 their views regarding the Settlement and may present evidence and file briefs or other papers that may
13 be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.
14 Class Members will have forty-five (45) days from the date the Settlement Administrator mails the
15 Class Notice to postmark their objections to the Settlement Administrator.

16 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA
17 Settlement and Plaintiffs' Motion for Class Counsel Award and Service Award shall be held before this
18 Court on _____ at ____ AM/PM in Department 1 of the Riverside County Superior
19 Court to determine all necessary matters concerning the Settlement, including: whether the proposed
20 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
21 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
22 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
23 as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Class
24 Representative Service Award, and the Settlement Administration Expenses. All papers in support of
25 the motion for final approval and the motion for Class Counsel Award and Class Representative Service
26 Award shall be filed with the Court and served on all counsel no later than twenty-eight (28) days
27 following the expiration of the Response Deadline. The Settlement Administrator must give notice to
28 any objecting party of any continuance of the hearing of the Motion for Final Approval.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

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

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

Dated:

JUDGE OF THE SUPERIOR COURT