

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 330752 NAME: John L. Nitti, Esq. FIRM NAME: JCL Law Firm, APC STREET ADDRESS: 5440 Morehouse Drive, Suite 3600 CITY: San Diego STATE: CA ZIP CODE: 92121 TELEPHONE NO.: 619-599-8292 FAX NO.: E-MAIL ADDRESS: ecampos@jcl-lawfirm.com ATTORNEY FOR (name): Plaintiff Raul Serrano	<i>FOR COURT USE ONLY</i>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b> STREET ADDRESS: 4050 Main Street MAILING ADDRESS: 4050 Main Street CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: Riverside Historic Courthouse	CASE NUMBER: CVR12402625
PLAINTIFF/PETITIONER: Raul Serrano DEFENDANT/RESPONDENT: Deluxe Auto Carriers, Inc. OTHER:	JUDICIAL OFFICER: Harold W. Hopp
<b>PROPOSED ORDER (COVER SHEET)</b>	DEPT: 1

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiff Raul Serrano
2. Title of the proposed order:  
Amended [Proposed] Order granting Plaintiff's Motion For Preliminary Approval of Class Action and PAGA Settlement
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion for Preliminary Approval of Class Action and PAGA Settlement
  - b. Date and time: August 20, 2025 at 08:30a.m.
  - c. Place: Remote Appearance
4. The proposed order was served on the other parties in the case.

John L. Nitti, Esq. \_\_\_\_\_  
 (TYPE OR PRINT NAME)

  
 \_\_\_\_\_  
 (SIGNATURE OF PARTY OR ATTORNEY)

Electronically RECEIVED by Superior Court of California, County of Riverside on 10/14/2025 12:08 AM - Jason B. Galkin, Executive Officer/Clerk of the Court By Dawn Rosenbloom, Clerk

1 **JCL LAW FIRM, APC**

2 Jean-Claude Lapuyade (State Bar #248676)

3 [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

4 Sydney Castillo-Johnson (State Bar #343881)

5 [scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)

6 John L. Nitti (State Bar #330752)

7 [jnitti@jcl-lawfirm.com](mailto:jnitti@jcl-lawfirm.com)

8 Carolina Faccin (State Bar #340855)

9 [cfaccin@jcl-lawfirm.com](mailto:cfaccin@jcl-lawfirm.com)

10 5440 Morehouse Drive, Suite 3600

11 San Diego, CA 92121

12 Telephone: (619) 599-8292

13 **ZAKAY LAW GROUP, APLC**

14 Shani O. Zakay (State Bar #277924)

15 [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

16 Jaclyn Joyce (State Bar #285124)

17 [jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)

18 5440 Morehouse Drive, Suite 3600

19 San Diego, CA 92121

20 Telephone: (619) 255-9047

21 Attorneys for PLAINTIFF

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **IN AND FOR THE COUNTY OF RIVERSIDE**

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

27 Plaintiff,

28 v.

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

Defendants.

Case No. CVRI2402625

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

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

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 Notice by following the instructions for requesting exclusion from the  
3 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must  
4 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the  
5 date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more  
6 than fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to  
7 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment  
8 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or  
9 comment thereon. Class Members who have not requested exclusion shall be bound by all  
10 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out  
11 that particular individual, and any attempt to affect an optout of a group, class, or subclass of individuals  
12 is not permitted and will be deemed invalid. The Court orders the Settlement Administrator to file a  
13 declaration authenticating any opt-out and objection forms received.

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

20 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA  
21 Settlement and Plaintiffs' Motion for Class Counsel Award and Service Award shall be held before this  
22 Court on **January 8, 2026, at 8:30 AM** in Department 1 of the Riverside County Superior Court to  
23 determine all necessary matters concerning the Settlement, including: whether the proposed settlement  
24 of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable  
25 and should be finally approved by the Court; whether an Order Granting Final Approval should be  
26 entered herein; whether the plan of allocation contained in the Agreement should be approved as fair,  
27 adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Class  
28 Representative Service Award, and the Settlement Administration Expenses. All papers in support of

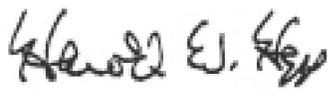
1 the motion for final approval and the motion for Class Counsel Award and Class Representative Service  
2 Award shall be filed with the Court and served on all counsel no later than twenty-eight (28) days  
3 following the expiration of the Response Deadline. The Settlement Administrator must give notice to  
4 any objecting party of any continuance of the hearing of the Motion for Final Approval.

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

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

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

25 10/17/2025  
26 Dated: \_\_\_\_\_

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
Honorable Harold W. Hopp

# EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court Case No. CVRI2402625)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [redacted] &gt;&gt;. Your estimated Aggrieved Employee Payment is &lt;&lt; _____ &gt;&gt;. See the explanation below.</b> After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
<b>Exclude Yourself</b>	If you wish to exclude yourself from the Settlement of the Class Claims, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no Individual Settlement Payment</b> ; however, you <b>cannot</b> exclude yourself from the Released PAGA Claims and Aggrieved Employment Payment Instructions are set forth below.
<b>Object</b>	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiff Raul Serrano (“Plaintiff”) and Defendant Deluxe Auto Carriers, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as: all current and former non-exempt driver employees who worked for Defendant within the State of California during the period between May 13, 2023, through April 25, 2025 (“Class Period”).**

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On May 13, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

On July 24, 2024, Plaintiff filed a First Amended Complaint alleging an additional cause of action, specifically the Ninth Cause of Action, for violations of the Private Attorneys General Act, California Labor Code sections 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does

so as the proxy or agent of the state's labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorney general to enforce the Labor Code.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages that were due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant reimbursed members of the class for required business expenses; that Defendant did not violate California Business and Professions Code section 17200.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Lawyers for Justice, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

### 3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) (the "Gross Settlement Amount") to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, not to exceed \$5,500.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$133,333.33) plus costs and expenses not to exceed \$30,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of the Released Class Claims. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all current and

former non-exempt employees who worked for Defendant within the State of California during the PAGA Period. The PAGA Period means the period between May 13, 2023, through April 25, 2025.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the Settlement Agreement entitled “Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims” filed on July 24, 2025, with the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Sydney Castillo-Johnson Declaration filed on July 24, 2025.

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld from this portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and each Class Member who has not properly submitted a timely and valid request to be excluded from the Settlement releases any Released Party from any and all claims, demands, rights, liabilities, and causes of action of any kind that were alleged in or which could have been alleged in the Action based on the factual allegations in the Action, including the claims stated in the nine causes of action asserted in the operative First Amended Complaint, under any legal theory of liability arising under California law, regulations, and orders, local law, and the federal Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.* (“FLSA”) arising during the Class Period (collectively, “Released Class Claims”). In addition, any Settlement Class Member who accepts the funds of an Individual Settlement Payment will be deemed to have given consent to “opt in” as a party plaintiff in this action pursuant to the FLSA, including Section 216, and to have waived and released any claims they may have under the FLSA that could have been alleged under the same or similar facts, allegations, and/or claims alleged in the Action that occurred during the Class Period. As a result of this release, Settlement Class Members shall be precluded from bringing any Released Class Claims within the Class Period against any Released Party.

Released PAGA Claims. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” means all claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged in the operative complaints and any amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred during the PAGA Period, and excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**

**Defendant’s records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (May 13, 2023, through April 25, 2025).**

**Based on this information, your estimated Individual Settlement Payment is << \_\_\_\_\_ >>.**

**Defendant’s records reflect that you have << \_\_\_\_ >> pay periods worked during the PAGA Period (May 13, 2023, through April 25, 2025).**

**Based on this information, your estimated Aggrieved Employee Payment is << \_\_\_\_\_ >>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or re-mailed Notice].

**6. How can I get a payment?**

**To get money from the Settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC at 1-800-355-0700.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

**7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement of Released Class Claims, and you will not be bound by its terms, except as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled **Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court, Case No. CVRI2402625**. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Class Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

**8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair. All written objections or other correspondence must also state the name and number of the case, which is **Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court, Case No. CVRI2402625**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
Email: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for Defendant:**

Curtis A. Graham, Esq.  
Littler Mendelson P.C.  
633 West Fifth Street, 63<sup>rd</sup> Floor  
Los Angeles, CA 90071  
Tel: (213) 443-4300 [cagraham@littler.com](mailto:cagraham@littler.com)

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 8:30 AM on January 8, 2026, at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501 before Judge Harold Hopp. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. The Court's web address is: [www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at 1-800-355-0700 or write to *Serrano v. Deluxe Auto Carriers, Inc., Riverside County Superior Court, Case No. CVRI2402625*, Settlement Administrator, c/o \_\_\_\_\_.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on July 24, 2025, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be sent to the State Controller's Office Unclaimed Property Division in your name. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# EXHIBIT B

**REQUEST FOR EXCLUSION**

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE CLASS SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **\*\* INSERT DATE\*\***.

I. PERSONAL INFORMATION

Name (first, middle and last): \_\_\_\_\_

Home Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Raul Serrano v. Deluxe Auto Carriers, Inc.*, Case No. CVRI2402625, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement of Released Class Claims described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **\*\*INSERT DATE\*\*** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC  
18 Technology Drive, Suite 164  
Irvine, CA 92618

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

# EXHIBIT C

Apex Class Action LLC  
18 Technology Drive, Suite 164  
Irvine, CA 92618

**Must Be Postmarked**  
**No Later Than**  
**XXX, 2025**

**OBJECTION FORM**

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE  
*Serrano v. Deluxe Auto Carriers, Inc., Case No. CVRI2402625*

<<Name>>  
<<Address>>  
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE **XXX, 2025**. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, \_\_\_\_\_, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_