

10/02/2026

Clerk of the Court, Executive Officer / Clerk of the Court

By: *A. Scoggins* Deputy
A. Scoggins

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6 Attorneys for Plaintiffs AARON AUSTIN and
UGO STEVANO AHAGHOTU

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF ALAMEDA**

10 AARON AUSTIN, individually and on behalf
of all others similarly situated,

11 Plaintiff,

12 vs.

14 FLOYD INC., an Illinois Corporation; SUPER
EGO HOLDING LLC, an Illinois Limited
15 Liability Company; SUPER EGO INC., an
Illinois Corporation; SUPER EGO LOGISTICS
16 LLC, an Illinois Limited Liability Company;
ROCKET EXPEDITING LLC, an Ohio
17 Limited Liability Company, and DOES 1-100,
18 inclusive,

19 Defendants.

20 AARON AUSTIN and UGO STEVANO
21 AHAGHOTU, on behalf of the State of
22 California and all Aggrieved Employees,

23 Plaintiff,

24 vs.

25 FLOYD INC., an Illinois Corporation; SUPER
26 EGO HOLDING LLC, an Illinois Limited
Liability Company; SUPER EGO INC., an
27 Illinois Corporation; SUPER EGO LOGISTICS
LLC, an Illinois Limited Liability Company;
28 ROCKET EXPEDITING LLC, an Ohio

Consolidated Case Nos.: 23CV031309,
24CV062510

Assigned for All Purposes to:
Hon. Peter Borkon
Dept. 15

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: September 24, 2026
Time: 2:30 p.m.
Dept.: 15

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Limited Liability Company; HAIDAR
DAWOOD LLC, an Ohio Limited Liability
Company; REX TRUCKING INC., an Illinois
Corporation; KORDUN EXPRESS INC., an
Illinois Corporation, and DOES 1-100, inclusive,

Defendants.

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action and PAGA Settlement, and having heard argument on the
3 Motion, hereby finds and ORDERS as follows:

4 1. The Joint Stipulation of Class Action and PAGA Settlement and Release (the
5 "Settlement Agreement") attached as Exhibit 1 to the Declaration of Raymond Wendell in support
6 of Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement, filed on or
7 about July 6, 2026, as amended by the Amendment to Joint Stipulation of Class Action and Private
8 Attorneys General Act Settlement and Release, (Exhibit 1 to the Declaration of Brandon
9 Brouillette filed on September 10, 2026), is within the range of possible recovery and, subject to
10 further consideration at the Final Approval Hearing described below, is preliminarily approved as
11 fair, reasonable, and adequate, and in the best interests of the Class Members. The Court, for
12 purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

13 3 For purposes of settlement only, the Court provisionally and conditionally certifies
14 the class defined as all current and former truck drivers who, while residing in California
15 according to Defendants Floyd, Inc. ("Floyd"); Super Ego Holding LLC; Super Ego Inc.; Super
16 Ego Logistics LLC; Rocket Expediting LLC ("Rocket"); Haidar Dawood LLC ("Haidar"); Rex
17 Trucking Inc. ("Rex"); and Kordun Express Inc.'s ("Kordun") (collectively, "Defendants")
18 records, worked under a Lease Agreement with Floyd and/or Rocket at any time during the Class
19 Period of April 14, 2019 to the date of this Order. For purposes of settlement of the claims alleged
20 under the Private Attorneys General Act, the PAGA Members include all current and former truck
21 drivers who, while residing in California according to Defendants' records, worked under a Lease
22 Agreement with Floyd, Rocket, Kordun, Haidar, and/or Rex at any time during the PAGA Period
23 of November 29, 2022 to the date of this Order.

24 4. The Court finds the Settlement Class, consisting of approximately 107 members,
25 is so numerous that joinder of all members is impracticable, and that the Settlement Class is
26 ascertainable by reference to the business records of Defendants.

27 5. The Court finds further there are questions of law and fact common to the entire
28 Settlement Class, which common questions predominate over any individualized questions of law

1 or fact. These common questions include, without limitation: (1) whether Defendants properly
2 classified the Settlement Class Members as independent contractors under California law;
3 (2) whether Defendants reimbursed Settlement Class Members for reasonable and necessary
4 business expenses; (3) whether Defendants provided the Settlement Class Members with
5 compliant wage statements, and (4) whether Defendants timely paid the Settlement Class
6 Members all wages due on separation of employment.

7 6. The Court finds further the claims of named Plaintiff Aaron Austin are typical of
8 the claims of the Settlement Class, and that she will fairly and adequately protect the interests of
9 the Settlement Class. Accordingly, the Court appoints Aaron Austin as the Class Representative,
10 and appoints her counsel of record, Raymond Wendell, Brandon Brouillette, and Zachary Crosner,
11 and Crosner Legal, PC, as Class Counsel.

12 7. The Court finds further that certification of the Settlement Class is superior to other
13 available means for the fair and efficient adjudication of the controversy.

14 8. The Court finds further that, in the present case, the proposed method of providing
15 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
16 Member's last known address, is reasonably calculated to notify the Settlement Class Members
17 of the proposed Settlement and provides the best notice possible under the circumstances. The
18 Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement
19 Class Members of the terms of the Settlement and their rights thereunder, including the right to
20 object to the Settlement or any part thereof and the procedure for doing so, their right to exclude
21 themselves from the Settlement and the procedure for doing so, their right to obtain a portion of
22 the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The
23 proposed Notice of Class Action Settlement (Exhibit A to the Settlement Agreement) and the
24 procedure for providing Notice set forth in the Settlement Agreement, are approved by the Court.

25 9. Under the terms of the Settlement Agreement, the Court approves the Parties'
26 selection of Apex Class Action, LLC as the Settlement Administrator. The Settlement
27 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
28 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set

1 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
2 of this Order and the Settlement Agreement, and particularly with respect to providing the
3 Settlement Administrator all information necessary to perform its duties under the Settlement
4 Agreement.

5 10. Any member of the Settlement Class who wishes to comment on or object to the
6 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
7 Counsel or any proposed representative enhancement to the Class Representative, shall have sixty
8 (60) days from the mailing of the Class Notice to submit his or her comments and/or objection to
9 the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

10 11. Any member of the Settlement Class who wishes to exclude themselves from the
11 Settlement shall have sixty (60) days from the mailing of the Class Notice to submit his or her
12 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
13 and Class Notice.

14 12. A Final Approval Hearing is hereby set for February 11, 2027, at 2:30 p.m. in
15 Department 15 of the Alameda County Superior Court, to consider any objections to the
16 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
17 and given full and final approval by the Court, and to determine the amount of attorney's fees and
18 costs awarded to Class Counsel, the amount of any representative enhancement award to the Class
19 Representative, and to approve the fees and costs payable to the Settlement Administrator. All
20 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
21 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the
22 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no
23 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the
24 right to continue the Final Approval Hearing without further notice to the Settlement Class
25 Members.

26 13. Provided he or she has not submitted a timely and valid Request for Exclusion,
27 any Settlement Class Member may appear, personally or through his or her own counsel, and be
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1 heard at the Final Approval Hearing regardless of whether he or she has submitted a written
2 objection.

3 **IT IS SO ORDERED.**

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6 Dated: 10/02/2026



Judge of the Superior Court

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Peter Borkon / Judge

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