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APR 21 2026
Filed
STEPHANIE BOHRER, CLERK

By 
DEPUTY

11 Attorneys for Plaintiff Manuel Munguia and the Putative Class

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SAN JOAQUIN

14 MANUEL MUNGUIA,
15 Plaintiff,

16 vs.

17 FRENCH CAMP TRANSPORT, INC., a California
18 corporation; and DOES 1-100, inclusive,
19 Defendants

Case No.: STK-CV-UOE-2024-10704


**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

20 Plaintiff Manuel Munguia's unopposed Motion for Preliminary Approval of Class Action and
21 PAGA Settlement ("Motion") came on regularly for hearing on 4/21, 2026 at 9:00 a.m. in
22 Department 11B, before the Honorable Robert T. Waters. Jenny D. Baysinger appeared on behalf of
23 Plaintiff Manuel Munguia ("Plaintiff") and John Adams appeared on behalf of French Camp Transport,
24 Inc. ("Defendant"). The Court, having fully and carefully reviewed Plaintiff's Motion, the
25 memorandum and declaration in support thereof, and the Settlement Agreement including the proposed
26 Class Notice, hereby makes the following determinations and orders¹:

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28 ¹ All terms used in this Order Granting Preliminary Approval of Class Action Settlement (the "Order") shall have the same meanings given those terms in the Parties' Joint Stipulation for Class and PAGA Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"), a copy which is attached as Exhibit 1 to the Declaration of Jenny D. Baysinger filed with the Motion.

MAR 24 2026

- 1 1. Plaintiff Manuel Munguia is preliminarily appointed as Class Representative.
- 2 2. Mayall Hurley P.C., by and through Jenny D. Baysinger and Robert J. Wassermann, is
- 3 hereby preliminarily approved and appointed as Class Counsel.
- 4 3. ILYM is appointed as the Settlement Administrator and shall administer the Settlement
- 5 in accordance with the terms set forth in the Settlement Agreement and perform the functions set forth
- 6 therein. The Court also preliminarily approves declared fees and costs of administering the Settlement
- 7 of up to \$5,000.
- 8 4. The Class of employees covered by the Parties' Settlement consists of:
- 9 All current and former non-exempt California drivers of FCT who worked at least
- 10 one shift between August 26, 2020 and July 25, 2025. SA ¶ 1.d.
- 11 5. Pursuant to California Civil Procedure section 382, and for purposes of settlement only,
- 12 the Class is preliminarily and conditionally certified. The Class is estimated to consist of 50
- 13 individuals who worked 6,500 total workweeks.
- 14 6. The Court grants preliminary approval of the Settlement between Plaintiff and
- 15 Defendant, based upon the terms set forth in the Settlement Agreement.
- 16 a. As to the Class, the Settlement Agreement appears to be fair, adequate and
- 17 reasonable, and the Court preliminarily approves the terms of the Settlement
- 18 Agreement.
- 19 b. The Court approves, as to form and content, the Class Notice, in substantially the
- 20 form attached as **Exhibit A** to the Settlement Agreement. The Court further
- 21 approves the procedure by which Class Members may opt out of, and object to, the
- 22 Settlement as set forth in the Settlement Agreement and the Class Notice.
- 23 7. The Court directs mailing of the Class Notice in accordance with the terms of the
- 24 Settlement Agreement and on the schedule set forth below. The Court finds the dates selected for the
- 25 mailing and distribution of the Class Notice, as set forth below, meet the requirements of due process
- 26 and provide the best notice practicable under the circumstances and shall constitute due and sufficient
- 27 notice to all persons entitled thereto.
- 28

1 8. Subject to further consideration by the Court at the time of the Final Approval Hearing,
2 the proposed PAGA Penalties of \$2,000 and payment to the LWDA of \$1,500 is preliminarily
3 approved. Distribution of \$500 to Class Members employed during the PAGA Period ("PAGA
4 Members") based on the formula outlined in the Settlement Agreement is also approved.

5 9. Subject to further consideration by the Court at the time of the Final Approval Hearing,
6 the proposed Class Representative Service Award of \$5,000, 7.69% of the Gross Settlement Amount,
7 to Plaintiff Manuel Munguia for his service as Class Representative is preliminarily approved.

8 10. Subject to further consideration by the Court at the time of the Final Approval Hearing,
9 Class Counsel's request of attorneys' fees in the amount of 35% of the Gross Settlement Amount,
10 presently expected to be \$22,750, and declared costs of up to \$12,500, are preliminarily approved.

11 11. The Court adopts the following dates and deadlines:

12 Defendant to provide Class Data to Administrator	Within 14 calendar days of preliminary approval order
13 Administrator to mail Class Notice	Within 14 calendar days of provision of the Class Data
14 Deadline for Class Members to object or opt out	Within 45 calendar days after Notice mailed.
15 Plaintiff to file Motion for Attorneys' Fees, Costs and Enhancement Payment.	Not less than 16 court days before the Final Approval hearing.
16 Deadline for Plaintiff to file Motion for Final Approval.	Not less than 16 court days before the Final Approval hearing.
17 Final Approval Hearing.	Not less than 90 days after preliminary approval

19 12. A Final Approval hearing on the question of whether the proposed Settlement,
20 attorneys' fees to Class Counsel, and the Class Representatives' Service Award should be finally
21 approved as fair, reasonable and adequate is scheduled in for August 21, 2026 at
22 9:00. It is anticipated the Court will hear two (2) motions on that date and time; a motion for final
23 approval of the class action settlement and a separate motion for attorneys' fees, costs, and service
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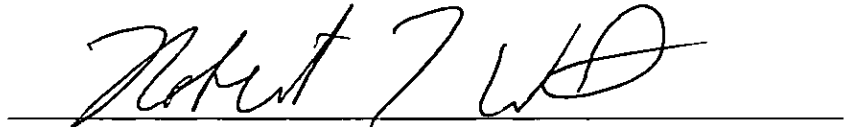
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award. The parties to the Agreement are directed to carry out their obligations under the Settlement

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Agreement.

Dated: April 21, 2026



HON. ROBERT T. WATERS
SUPERIOR COURT JUDGE