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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JOSE VALENCIA, an individual,
BRANDON JEROUE, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SENTINEL TRANSPORTION, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV00951

[Assigned for all purposes to the Hon. James F.
Rigali, Department SM Dept 2]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: February 27, 2024

Time: 8:30 a.m.

Dept.: SM Dept. 2

Complaint Filed: April 29, 2022

Trial Date: None

1 Plaintiffs Jose Valencia and Brandon Jeroue’s (“Plaintiffs” or the “Class
2 Representatives”) application for an Order Granting Preliminary Approval of Class and
3 Representative Action Settlement was filed with the Court on February 1, 2024, and a hearing
4 was held before this Court on February 27, 2024. Plaintiffs and Defendant Sentinel
5 Transportation, LLC (“Defendant”) appeared through their respective counsel of record.

6 The Court has considered the Joint Stipulation of Class and Representative Action
7 Settlement (“Agreement” or “Settlement Agreement”) and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
11 and reasonable to the Class.

12 2. The Class Representative and Defendant (hereafter, the “Parties”), through their
13 counsel of record in the Action, have reached an agreement to settle all claims in the Action on
14 behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

15 3. The Court hereby conditionally certifies the following classes for settlement
16 purposes only: (1) all current and former non-exempt or hourly paid employees of Sentinel who
17 worked in a driver position in California at any time from March 8, 2018, through December 1,
18 2023 (“Driver Class” or “Driver Class Members”); and (2) all current and former non-exempt or
19 hourly paid employees of Sentinel in California who received “Base Pay” at any time from
20 March 8, 2021, through December 1, 2023 (“Wage Statement Class” or “Wage Statement Class
21 Members”).

22 4. Should for whatever reason the Settlement Agreement not become Final, the fact
23 that the Parties were willing to stipulate to certification of a class as part of the Settlement
24 Agreement shall have no bearing on, or be admissible in connection with, the Action or the
25 issue of whether a class should be certified in a non-settlement context.

26 5. The Court appoints and designates: (a) Plaintiffs Jose Valencia and Brandon
27 Jeroue as the Class Representatives; and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas
28 Rosenthal of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group as Class

1 Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
2 consents required by, or which may be given, pursuant to the Settlement Agreement, and such
3 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
4 Member may enter an appearance through his or her own counsel at such Class Member's own
5 expense. Any Class Member who does not enter an appearance or appear on his or her own
6 behalf will be represented by Class Counsel.

7 6. The Court hereby approves the terms and conditions provided for in the
8 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
9 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,
10 subject only to any objections that may be raised at the final fairness hearing and final approval
11 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,
12 and reasonable as to all potential Class Members when balanced against the probable outcome
13 of further litigation relating to liability and damages issues. It also appears that investigation,
14 research, and court proceedings have been conducted so that counsel for the Parties are able to
15 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
16 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
17 would be presented by the further prosecution of the Action. It also appears that settlement has
18 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

19 7. A Final Fairness and Final Approval Hearing on the question of whether the
20 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,
21 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class
22 Representative Payment should be finally approved as fair, reasonable, and adequate as to the
23 members of the Class is hereby set for _____ at _____ in this Court.

24 8. The Court hereby approves, as to form and content, the Notice of Class Action
25 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
26 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members
27 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
28 the requirements of due process and shall constitute due and sufficient notice to all parties

1 entitled thereto.

2 9. The Court appoints and designates Phoenix Administrators as the Settlement
3 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
4 Class Notice to Class Members using the procedures set forth in the Settlement Agreement.

5 10. Any Class Member may choose to opt out of and be excluded from the
6 settlement as provided in the Settlement Agreement and Class Notice and by following the
7 instructions to request exclusion. Provided, however, that no Class Member may opt out of or
8 be excluded from participating in the settlement of the Released PAGA Claims.

9 11. Any person who timely and properly opts out of the settlement will not be bound
10 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt
11 out request must be in writing and signed by each such Class Member opting out and must
12 otherwise comply with the requirements delineated in the Class Notice. Class Members who
13 have not requested exclusion by submitting a valid and timely opt out request, by the opt out
14 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
15 Judgment.

16 12. Any Class Member may object to the Settlement Agreement or express his or her
17 views regarding the Settlement Agreement, and may present evidence and file briefs or other
18 papers that may be proper and relevant to the issues to be heard and determined by the Court as
19 provided in the Class Notice.

20 13. The Motion for Final Approval shall be filed by the Class Representative no later
21 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

22 14. The Court reserves the right to adjourn or continue the date of the Final Fairness
23 and Final Approval Hearing and all dates provided for in the Settlement Agreement without
24 further notice to the Class, and retains jurisdiction to consider all further applications arising out
25 of or connected with the Class Settlement Agreement.

26 IT IS SO ORDERED.

27 DATED: _____

28 HON. JAMES F. RIGALI
SUPERIOR COURT OF CALIFORNIA