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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BERNARDINO**

BRADLEY VAN GROENINGEN,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

AUCTION EXCHANGE INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP - 1 2026


ARLENE GUARDADO, Deputy

Case No.: CIVSB2505565
Related Case No.: CIVSB2512447

*[Assigned for All Purposes to Hon. Lily L.
Sinfield, Dept. S31 - SBJC]*

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

Preliminary Approval Hearing:

Date: September 1, 2026

Time: 8:30 a.m.

Dept.: S31

Action Filed: February 25, 2025

[PROPOSED] ORDER

Having reviewed Plaintiff Bradley Van Groeningen's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Bradley Van Groeningen, and the Class Action and PAGA Settlement Agreement ("Agreement"), and for good cause shown, the Court finds and **ORDERS** as follows:

1. The Court finds on a preliminary basis that the Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and conditionally certifies the Class based on the terms set forth in the Agreement between Plaintiff and Defendant Auction Exchange Inc. ("Defendant"), attached hereto as **Exhibit 1**.

2. The Settlement falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$325,000.00 to cover the following payments:

- a. Individual Class Payments to Class Members who do not validly exclude themselves ("opt out") of the class components of the Settlement;
- b. Civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq.*, in the amount of \$25,000.00, allocated 65% (\$16,250.00) to California's Labor and Workforce Development Agency ("LWDA") and 35% (\$8,750.00) to Aggrieved Employees;
- c. A Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500.00;
- d. Attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be \$108,333.33) to Plaintiff's counsel, and up to \$21,000.00 for attorneys' costs for actual litigation expenses incurred by Plaintiffs' counsel; and (e) administration costs in an amount not to exceed \$6,490.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the

1 range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable
2 law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to
3 Class Members when balanced against the probable outcome of further litigation relating to class
4 certification, liability and damages issues, and potential appeals; (2) sufficient informal discovery,
5 investigation, research, and litigation have been conducted, such that counsel for the Parties at this
6 time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid
7 substantial costs, delay, and risks presented by the further prosecution of the litigation; and (4) the
8 proposed Settlement has been reached as the result of intensive, serious, and adversarial negotiations
9 between the Parties with the assistance of a well-respected mediator experienced in wage-and-hour
10 class actions. Accordingly, the Court preliminarily finds that the Agreement was entered into in good
11 faith.

12 4. A Final Approval Hearing on the question of whether the proposed Settlement,
13 attorneys' fees and costs to Class Counsel, payment of civil penalties to the LWDA and Aggrieved
14 Employees to settle PAGA claims, and the Class Representative Service Payment to Plaintiff should
15 be finally approved as fair, reasonable, and adequate as to Class Members is hereby set in accordance
16 with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the Class defined as
18 [all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at
19 any time from February 25, 2021 through May 31, 2026] ("Class Period").

20 6. "Aggrieved Employees" means [all persons who worked for Defendant in California
21 as an hourly-paid or non-exempt employee at any time from February 25, 2024 through May 31,
22 2026] ("PAGA Period").

23 7. The Court finds, for settlement purposes only, that the Class meets the requirements
24 for certification under California Code of Civil Procedure § 382 in that: (1) Class Members are so
25 numerous that joinder is impractical; (2) questions of law and fact exist that are common to all Class
26 Members and predominate over individual issues; (3) Plaintiff's claims are typical of the Class; (4)
27 Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class; and (5)
28 a class action is superior to other available methods for the fair and efficient adjudication of the

1 controversy.

2 8. The Court appoints Plaintiff as Class Representative, for settlement purposes only.
3 The Court further preliminarily approves the request for a Class Representative Service Award in an
4 amount not to exceed \$7,500.00.

5 9. The Court appoints as Class Counsel, for settlement purposes only, Plaintiff's counsel
6 John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, and Courtney M. Miller of
7 Wilshire Law Firm, PLC. The Court further preliminarily approves Class Counsel's attorneys' fees
8 in an amount not to exceed one third (1/3) of the Gross Settlement Amount (estimated at
9 \$108,333.33), and costs in an amount not to exceed \$21,000.00.

10 10. The Court appoints Apex Class Action Administration as the Settlement
11 Administrator with reasonable administration costs not to exceed \$6,490.00, except for good cause
12 shown.

13 11. The Court approves, as to form and content the Class Notice attached to the
14 Agreement as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the
15 Class Notice to Class Members meets the requirements of Code of Civil Procedure section 382, Rule
16 1856 of the California Rules of Court, and satisfies due process, in that it provides the best notice
17 practicable under the circumstances and shall constitute due and sufficient notice to all persons
18 entitled thereto.

19 12. The Parties and the Administrator are ordered to carry out the Settlement according
20 to the terms of the Agreement.

21 13. Requests for Exclusion and written Objections by Class Members must be submitted
22 to the Administrator via fax, email, or mail by the Response Deadline.

23 14. Any Class Member who does not timely and validly request exclusion from the class
24 action components of the Settlement may object to the Agreement.

25 15. Any Class Member who has not timely elected to be excluded from the Class and who
26 objects to approval of the proposed Settlement, including any application for attorneys' fees and
27 costs and Class Representative Service Payment, may appear at the Hearing in person or through
28 counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and

adequate.

16. Any Class member who does not make an objection to the settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

17. All discovery and other pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Order.

18. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	January 26, 2027, at 8:30 a.m. or a date and time more convenient for the Court <u> </u> , at <u> </u> a.m/p.m., in Dept. S31 of the above-referenced Court

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IT IS SO ORDERED.

Dated: 09/01/2024



HON. LILY L. SINFIELD
JUDGE OF THE SUPERIOR COURT

[A large diagonal line is drawn across the page, likely indicating a signature or a mark.]