

1
2
3
4
5
6
7
8
9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

11 TALIA OVANDO, on behalf of herself and
12 all others similarly situated,

13 Plaintiffs,

14 v.
15

16 PAOLINO LOGISTICS LLC, a California
17 Limited Liability Company; PAOLINO
18 TRANSPORT LLC, a California Limited
19 Liability Company; AMAZON LOGISTICS,
INC., a Delaware Corporation; and DOES 1
through 100, inclusive

20 Defendants.
21
22
23
24
25
26
27
28

Case No. CIVSB2216425

CLASS ACTION

Assigned to: Hon. Kevin C. Lee

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

Date: May 22, 2026

Time: 8:30 a.m.

Dept.: S26

Complaint Filed: July 28, 2022

FAC Filed: April 24, 2023

[PROPOSED] ORDER:

Plaintiff Talia Ovando's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Action Settlement came on for hearing before this court, the Honorable Kevin C. Lee presiding, on May 22, 2026 at 8:30 a.m., Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. (collectively, "Defendants") did not oppose the Motion. The Court having considered the papers submitted in support of the Motion and having heard oral argument of the parties, hereby finds and ORDERS as follows:

1. The Court hereby preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement") between Plaintiff and Defendants attached hereto as **Exhibit 1** and attached to the Declaration of Cassandra A. Castro as Exhibit 1. The Court finds that on a preliminary basis the Settlement appears to be within the range of reasonableness necessary for preliminary approval by the Court. It appears to the Court that the Settlement amount is fair, adequate, and reasonable and in the best interest to all potential members of the Settlement Class ("Settlement Class Members") when balanced against the probable outcome of further and continued litigation and ultimately relating to liability and damages issues. It further appears that investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and risks that would be presented by the further prosecution of this litigation. It appears that the Settlement has been reached as a result of intensive, conclusive, arm's length negotiations.

2. The proposed Settlement has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, and adequate and in the best interest of the Settlement Class as defined in the Settlement Agreement.

3. The Court hereby conditionally certifies the following Settlement Class: "All current and former California hourly, non-exempt employees who worked for Defendants Paolino Logistics LLC and Paolino Transport LLC at any time during the Class Period and who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino

1 Transport LLC.” The “Class Period” means the period from November 1, 2026, through March
2 15, 2026.

3 4. The class members shall have the opportunity to object to or request exclusion from
4 the settlement. If the settlement does not become final, the fact that the Parties were willing to
5 stipulate to certification of the class as part of the Settlement shall have no bearing on, nor be
6 admissible in connection with, the issue of whether a class should be certified in a non-settlement
7 context.

8 5. The Court conditionally finds that, for the purposes of approving this Settlement
9 only, the proposed Settlement Class meets the requirements of certification under California Code
10 of Civil Procedure §382: (a) the proposed Settlement Class is ascertainable and so numerous that
11 joinder of all Settlement Class Members is impracticable; (b) there are questions of law or fact
12 common to the proposed Settlement Class; (c) the claims of Plaintiff (the “Class Representative”) is
13 typical of the claims of the members of the proposed Settlement Class; (d) Plaintiff and her
14 counsel have and will fairly and adequately protect the interests of the proposed Class; and (e) a
15 class action is superior to the other available methods for and efficient resolution of this
16 controversy.

17 6. The Court, for settlement purposes only, hereby designates and appoints Plaintiff
18 Talia Ovando as the class representative.

19 7. The Court, for settlement purposes only, hereby designates and appoints David P.
20 Myers, Jason Hatcher, Cassandra A. Castro, and Andriana N. Bravo of the Myers Law Group,
21 A.P.C. as class counsel.

22 8. The Court hereby preliminarily approves the definition and disposition of the Gross
23 Settlement Amount and related matters provided in the Settlement Agreement.

24 9. The Court hereby preliminarily approves the definition and disposition of the Gross
25 Settlement Amount in the amount of Four Hundred Seventy-Four Thousand, Four Hundred Sixty-
26 Six Dollars and Seventy Two Cents (\$474,466.72), as set forth in Settlement Agreement and
27 pursuant to the triggering of the Escalator Clause therein, the payment of Class Counsel Fees
28 Payment of one-third (1/3) of the Gross Settlement Amount equaling One Hundred Fifty-Eight

1 Thousand One Hundred Fifty-Five Dollars and Fifty-Seven Cents (\$158,155.57); Class Counsel
2 Litigation Expenses Payment of up to Twelve Thousand Five Hundred Dollars and Zero Cents
3 (\$12,500.00); the Administration Expenses Payment, the cost to administer the settlement up to
4 Twelve Thousand Dollars and Zero Cents (\$12,000.00); Plaintiff's Class Representative Service
5 Award up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The Court's preliminary
6 approval is subject to final review by the Court at the Final Approval Hearing. At that time, the
7 Court will approve the final amount of Class Counsel Fees Payment, Class Representative Service
8 Award (based in part on a General Release), and settlement Administration Expenses Payment. If
9 the Court decides to award less than the amounts set forth above, then the unawarded Class
10 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses
11 Payment and/or Class Representative Service Award, will become part of the Net Settlement
12 Amount to be distributed to the Settlement Class. No portion of the Net Settlement Amount shall
13 revert to the Defendants under any circumstance. It appears to the Court that this Settlement is fair,
14 reasonable, and adequate.

15 10. The Court hereby preliminarily approves the allocation of \$20,000.00 of the Gross
16 Settlement Amount to the alleged PAGA claims. Of this amount, 75% will be paid to the Labor
17 and Workforce Development Agency ("LWDA") and the remaining 25% will be distributed to the
18 PAGA Employees pursuant to the Settlement. At the Final Approval Hearing, the Court will
19 determine the sufficiency of the PAGA payments. If the Court decides to award less than the
20 amounts set forth by the Parties for PAGA Penalties, the excess amount will become part of the
21 available Net Settlement Amount.

22 11. The Court will conduct the settlement hearing for final approval to determine all
23 necessary matters concerning the settlement, including: whether the proposed settlement of the
24 Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and
25 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
26 Settlement Agreement, should be entered herein; whether the plan of allocation contained in the
27 Settlement Agreement should be approved as fair, adequate and reasonable to the class members;
28

1 and to finally approve Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
2 Administration Expenses Payment, Class Representative Service Payment, and PAGA payments.

3 12. The court hereby approves, as to form and content, the Settlement Notice (the
4 “Notice”) attached as Exhibit 3 to the Declaration of Cassandra A. Castro. The Court finds that the
5 distribution of the Notice substantially in the manner and form set forth in the Settlement
6 Agreement meets the requirements of due process, is the best notice practicable under the
7 circumstances, and shall constitute due and sufficient notice to all persons entitled hereto.

8 13. The Court confirms and appoints Phoenix Settlement Administrators as the
9 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be
10 mailed to the class members the Notice by first class mail. Defendants are to provide the Settlement
11 Administrator with the class data within fourteen (14) calendar days after preliminary approval of
12 the Settlement. The Settlement Administrator will have fourteen (14) days after the class data to
13 mail or cause to be mailed to the class members the Notice by first class mail using the procedures
14 set forth in the Settlement Agreement.

15 14. Any Class Member who wishes to request exclusion from the settlement, as
16 provided in the Notice, may do so by following the instructions for requesting exclusion from the
17 settlement as set forth in the Notice and Settlement Agreement. Any such person who chooses to
18 be excluded from the settlement will not be entitled to any recovery under the settlement as a Class
19 Member and will not be bound by the class settlement or have any right to object, appeal, or
20 comment thereon. Any written request for exclusion must be signed by each such person opting
21 out no later than forty-five (45) days after the mailing of the Notice. Class members who have not
22 requested exclusion shall become Settlement Class Members and shall be bound by all
23 determinations of this Court, by the Settlement Agreement, and by the Final Judgment. Any
24 request for exclusion does not apply to aggrieved employees (“PAGA Employees”) under Labor
25 Code §2699, *et seq.*

26 15. Any class member may appear at the Final Approval Hearing and may object to or
27 express their views regarding the settlement, and may present evidence and file briefs or other
28 papers, that may be proper and relevant to the issues to be heard and determined by the Court as

provided in the Notice. In the event a class member elects to submit a written objection, such objection must set forth the factual and legal basis for the objection.

16. Settlement Class Members are hereby enjoined from filing or prosecuting any claims, suits, or administrative proceedings including filing claims with the California Division of Labor Standards Enforcement and the Labor and Workforce Development Agency regarding claims released by the Class Action and PAGA Settlement Agreement and Class Notice unless and until such Settlement Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

17. Plaintiff is granted leave to file the Second Amended Complaint as substantially represented in Exhibit B to the Settlement.

18. All further proceedings in this action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

19. In the event the Settlement is not finally approved or terminated, this Order shall be rendered null and void, and shall be vacated, and the parties and the litigation shall return and the Court shall help facilitate such return to the extent necessary to the same procedural posture as existed before the parties entered the Settlement Agreement, and the parties expressly reserve their respective rights regarding the prosecution and defense of this action, including all available defenses and affirmative defenses, and arguments that any claim in the action could not be certified as a class action and/or managed as a representative action.

20. The Court orders the following schedule of dates for further proceedings:

Deadline to File Motion for Final Approval of Class and PAGA Action Settlement	September 8, 2026
Hearing on Motion for Final Approval of Class and PAGA Action Settlement	October 1, 2026, at 8:30 a.m., in Dept. S26, [or, _____]

///

///

///

1 21. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement without further notice to the Class Members
3 and retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 **IT IS SO ORDERED.**

6
7 DATED: _____

Honorable Kevin C. Lee
San Bernardino Superior Court Judge