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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GILBERT PARAMO and ROSEMARIE
SANTOS, as individuals and on behalf of
all others similarly situated,

Plaintiffs,

vs.

WEEE LOGISTICS INC., a Delaware
corporation; WEEE! INC., a Delaware
corporation; WEEE! LOGISTICS LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0001129

(Assigned to the Honorable Jayne Lee, Dept. 10C)

**[PROPOSED] ORDER GRANTING
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 25, 26 or November 7, 8, 10, 2023

Time: 9:00 a.m.

Dept.: 10C

Complaint Filed: February 9, 2023

Trial Date: None Set

1 Plaintiffs Gilbert Paramo and Rosemarie Santos’s (together, “Plaintiffs”) application for
2 an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on
3 September 19, 2023, and a hearing was held before this Court on _____, 2023.

4 Appearances for the Parties were noted on the record.

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

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiffs and Defendants Weee! Logistics LLC (formerly known as Weee! Logistics, Inc.),
10 Weee! Logistics Inc., Weee! Inc., and Staffing Agencies as identified in Addendum A to the
11 Settlement Agreement¹ (collectively, “Defendants”) filed herewith. The Settlement Agreement
12 appears to be fair, adequate, and reasonable to the Settlement Class;

13 2. All defined terms contained herein shall have the same meanings as set forth in
14 the Settlement Agreement;

15 3. The Parties, through their counsel of record in the Litigation, have reached an
16 agreement to settle all claims in the Litigation on behalf of the Settlement Class (as defined
17 below and in the Settlement Agreement) as a whole;

18 4. The Court hereby conditionally certifies the following Settlement Class for
19 settlement purposes only:

20 All current and former non-exempt employees who worked for
21 Defendants in California, including all non-exempt employees who
22 worked for Defendants in California under a contract with one or more
23 Staffing Agencies, during the period of July 26, 2017, through September
30, 2022.

24 5. The Court also conditionally certifies the following Waiting Time Penalty Sub-
25 Class for settlement purposes only:

26 All Settlement Class Members whose employment with Defendants

27 ¹ The Staffing Agencies as identified in Addendum A to the Settlement Agreement include
28 Connect Staffing, Inc., MDRN Staffing Inc., Partners Personnel – Management Services, LLC,
and SkillSet Group LLC.

ended at any time during the period of July 26, 2018, through September 30, 2022.

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

7. The Court appoints and designates: (a) Plaintiffs Gilbert Paramo and Rosemarie Santos as the Class Representatives and (b) Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C. as Class Counsel for the Settlement Class. Class Counsel is authorized to act on behalf of the Settlement Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Settlement Class Member may enter an appearance through his or her own counsel at such Settlement Class Member's own expense. Any Settlement Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

8. The Court hereby approves the terms and conditions provided for in the Settlement Agreement.

9. The Court hereby preliminarily approves the Settlement Agreement and the Gross Settlement Amount of \$2,375,000.00, which is to be distributed as follows: (a) up to \$10,000.00 is to be paid to Gilbert Paramo and up to \$10,000.00 is to be paid to Rosemarie Santos as a Service Award, (b) up to \$791,666.67 shall be paid to Class Counsel for attorneys' fees, plus up to \$25,000.00 for reimbursement of litigation costs, (c) up to \$150,000.00 shall be allocated as PAGA penalties (of which 75% (\$112,500.00) shall be paid to the LWDA and 25% (\$37,500.00) shall be paid to the PAGA Members²), and (d) the Settlement Administrator shall be paid for its

² "PAGA Members" include all current and former non-exempt employees who worked for Defendants, including all non-exempt employees who worked for Defendants in California under a contract with one or more Staffing Agencies, during the time period of June 21, 2020, through September 30, 2022.

1 fees and costs relating to the settlement administration process which is expected to not exceed
2 \$47,500.00. The Court further hereby preliminarily approves the Net Settlement Amount and the
3 formulas provided in the Settlement Agreement regarding Individual Settlement Payments,
4 Waiting Time Penalty Payments, and Aggrieved Employee PAGA Payments.

5 10. The Court finds that on a preliminary basis the Settlement Agreement appears to
6 be within the range of reasonableness of a settlement, including the amount of the PAGA
7 penalties, Plaintiffs' Service Award, Class Counsel's fees and costs, Settlement Administration
8 Costs, and the allocation of payments to Settlement Class Members, that could ultimately be
9 given final approval by this Court. It appears to the Court on a preliminary basis that the
10 settlement is fair, adequate, and reasonable as to all potential Settlement Class Members when
11 balanced against the probable outcome of further litigation relating to liability and damages
12 issues. It also appears that extensive and costly investigation, research, and court proceedings
13 have been conducted so that counsel for the settling parties are able to reasonably evaluate their
14 respective positions. It appears to the Court that settlement at this time will avoid substantial
15 additional costs by all settling parties, as well as avoid the delay and risks that would be
16 presented by the further prosecution of the Action. It also appears that settlement has been
17 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

18 11. The Final Approval Hearing shall be held before this Court on _____
19 at ____ a.m. in Department 10C of the Superior Court of the State of California, County of San
20 Joaquin to determine all necessary matters concerning the Settlement Agreement, including
21 whether the proposed settlement of the action on the terms and conditions provided for in the
22 Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the
23 Court and whether a Judgment, as provided in the Settlement Agreement, should be entered
24 herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and
25 reimbursement of litigation costs and Plaintiff's service award shall also be held.

26 12. The Court hereby approves, as to form and content, the Notice of Class Action
27 Settlement ("Class Notice") to be sent to Settlement Class Members, which is attached hereto as
28 **Exhibit A**. The Court also approves, as to form and content, the Publication Notice, which is

1 attached hereto as **Exhibit B**, to be published in various publications as provided for in the
2 Settlement Agreement. The Court finds that distribution of the Class Notice to Settlement Class
3 Members, and publication of the Publication Notice to Settlement Class Members, substantially
4 in the manner and forms set forth in the Settlement Agreement and this Order, meets the
5 requirements of due process and shall constitute due and sufficient notice to all parties entitled
6 thereto.

7 13. The Court appoints and designates Phoenix Settlement Administrators as the
8 Settlement Administrator. The Court hereby directs the Settlement Administrator to initiate
9 publication of the approved Publication Notice and provide the approved Class Notice to
10 Settlement Class Members pursuant to the procedures set forth in the Settlement Agreement.

11 14. Any Settlement Class Member may choose to opt out of and be excluded from the
12 settlement as provided in the Settlement Agreement and Class Notice by following the
13 instructions for requesting exclusion. Any person who timely and properly opts out of the
14 settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or
15 comment thereon. Any Request for Exclusion must be in writing and signed by each such
16 Settlement Class Member opting-out and must otherwise comply with the requirements
17 delineated in the Class Notice. Settlement Class Members who have not requested exclusion by
18 submitting a valid and timely exclusion request, by the Response Deadline or Publication
19 Response Deadline, shall be bound by all determinations of the Court, the Settlement Agreement,
20 and Judgment. The Request for Exclusion, however, shall not exclude any PAGA Member from
21 the PAGA Released Claims.

22 15. Each Settlement Class Member who wishes to object to the settlement shall have
23 forty-five (45) calendar days from the initial mailing of the Class Notice (or up to 60 days for re-
24 mailed Notices), or such number of days as the Court shall specify, within which to return a
25 Notice of Objection to the Settlement Administrator. Each Settlement Class Member who
26 responds to the Publication Notice and who wishes to object to the settlement shall have forty-
27 five (45) calendar days after the Publication Notice stops running to submit a Notice of
28 Objection to the Settlement Administrator. The Notice of Objection must be signed by the

1 Settlement Class Member and include: (1) their full name, signature, address, and telephone
2 number; (2) a written statement of the grounds for their objection; (3) copies of any papers,
3 briefs, or other documents upon which the objection is based, if any; and (4) a statement of
4 whether the objector intends to appear at the Final Approval Hearing. The written objection
5 must be mailed or faxed to the Settlement Administrator at the specified address/facsimile and
6 postmarked/fax-stamped on or before the Response Deadline or Publication Response Deadline.

7 16. The Motion for Final Approval shall be filed by the Class Representatives no later
8 than sixteen (16) court days before the Final Approval Hearing and served in compliance with
9 the Code of Civil Procedure notice of motion requirements.

10 17. Upon funding of the Gross Settlement Amount, all Settlement Class Members and
11 the Class Representative will be deemed to have forever released and discharged the Released
12 Parties from the Released Claims. Additionally, upon funding of the Gross Settlement Amount,
13 PAGA Members and the Class Representatives will be deemed to have released and discharged
14 the Released Parties from the PAGA Released Claims.

15 18. Plaintiffs are ordered to give notice of the Order to the LWDA and to Defendants.

16 19. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and all dates provided for in the Settlement Agreement without further notice to the
18 Class and retains jurisdiction to consider all further applications arising out of or connected with
19 the Settlement Agreement.

20 IT IS SO ORDERED.

21
22 DATED: _____

23 HON. JAYNE LEE
24 SUPERIOR COURT OF CALIFORNIA
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