

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

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

RUBEN HERNANDEZ, PATRICK JOSEPH
NEIMS, ARTURO RAMIREZ, AND
MIGUEL MORENO, as individuals and on
behalf of all others similarly situated,

Plaintiff,

vs.

NEOVIA LOGISTICS SERVICES, LLC, a
Delaware Limited Liability Company;
NEOVIA LOGISTICS DISTRIBUTION,
LP, a Delaware Limited Partnership; and
DOES 1 through 100,

Defendants.

Case No.: CIVSB2305867

*[Assigned for all purposes to the Hon. Tony
Raphael, Dept. S36]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Date: January 24, 2025
Time: 8:30 a.m.
Dept.: S36

Action Filed: March 2, 2023
Trial Date: None Set

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiffs Ruben Hernandez, Patrick Joseph Neims, Arturo Ramirez, and Miguel Moreno (collectively, “Plaintiffs”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

///

1 5. I have been appointed as Class Counsel in over fifty (50) class action settlements
2 that have been granted final approval. The following is a non-exhaustive list of the recent wage
3 and hour class actions in which I have been named as Class Counsel and awarded attorney's
4 fees following a lodestar cross-check: *Santiago Gutierrez v. M.M.C.L., Inc. dba California*
5 *Landcare*, Case No. 30-2021-01182371-CU-OE-CXC, Honorable Randall J. Sherman,
6 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$575 for
7 work performed in 2021-2023); *Robert Lewis v. IMERYS Filtration Minerals, Inc., et al.*, Case
8 No. 22CV02874, Santa Barbara County Superior Court, Honorable Jed Beebe, presiding
9 (awarding attorney's fees following a lodestar cross-check based on a rate of \$575 for work
10 performed in 2021-2023); *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-2021-
11 00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,
12 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
13 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No.
14 CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding
15 (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for
16 work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No.
17 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J.
18 Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an
19 hourly rate of \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning,*
20 *Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central District of
21 California, Honorable John A. Kronstadt, presiding (approving and finding reasonable an hourly
22 rate of \$650 for work performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP
23 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Honorable
24 Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a lodestar cross-check
25 based on an hourly rate of \$650 for work performed in 2022-2024); and *Karen Trudelle, et al. v.*
26 *Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego
27 County Superior Court, Honorable Robert Longstreth, presiding (awarding attorney's fees
28

1 following a lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-
2 2024).

3 6. I have also been appointed as Class Counsel following a contested motion to
4 certify one or more classes in three (3) class action lawsuits, including as the lead litigation
5 attorney in the following cases:

- 6 • *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino
7 County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid
8 overtime and minimum wage violations, meal period violations, rest period violations,
9 wage statement violations, and waiting time penalties); and
- 10 • *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County
11 Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period
12 violations, unpaid rest period violations, wage statement violations, and waiting time
13 penalties).

14 7. In every year from 2020 to 2024, Thomson Reuters and Los Angeles Magazine
15 recognized me as a Top Young Attorney in Southern California in the annual Rising Star
16 Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
17 (2.5%) of attorneys under the age of forty in Southern California each year.

18 8. I confirm that I do not have any interest or involvement in, and am not affiliated
19 with, the proposed settlement administrator, Apex Class Action LLC, or the proposed *cy pres*
20 recipient, Working Wardrobes.

21 9. As counsel for Plaintiffs, I have been closely involved in all aspects of this
22 litigation since its inception, and believe that the proposed Stipulation of Settlement
23 (“Settlement Agreement” or “Settlement”) is a fair and reasonable result for the participating
24 Settlement Class members.

25 10. Defendants Neovia Logistics Services, LLC and Neovia Logistics Distribution,
26 LP (collectively, “Defendants”) operate logistics warehouses across California, providing
27 storage and transportation services. Like all Settlement Class members, Plaintiffs were
28

employed by Defendants as non-exempt employees in California during the Class Period and were subject to Defendants' allegedly unlawful wage and hour policies and practices.

11. On March 2, 2023, Plaintiff Hernandez initiated the instant action, alleging Defendants failed to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed; (iii) provide all lawful meal periods; (iv) reimburse necessary business expenses; (v) issue accurate itemized wage statements; (vi) timely pay all final wages upon separation; and (vii) comply with California's Unfair Competition laws. On May 23, 2023, Plaintiff Hernandez filed a First Amended Complaint, adding an eighth cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA"), based on the same underlying Labor Code violations. On June 23, 2023, Defendants removed the action to federal court, and on January 4, 2024, the action was remanded back to San Bernardino County Superior Court.

12. On October 28, 2022, Plaintiff Neims filed a separate class action complaint, Case No. CIVSB2224879 (the "*Neims Action*"), alleging the same and/or similar causes of action against Defendants as in the instant action. On October 13, 2023, Defendants removed the *Neims Action* to federal court. On August 17, 2023, Plaintiff Ramirez filed a separate class action complaint, Case No. CIVSB2320935 (the "*Ramirez Action*"), alleging the same and/or similar causes of action against Defendants as in the instant action. On October 13, 2023, Defendants removed the *Ramirez Action* to federal court. On September 21, 2023, Plaintiff Moreno filed a separate class action complaint, Case No. CIVSB2323010 (the "*Moreno Action*"), alleging the same and/or similar causes of action against Defendants as in the instant action. On December 1, 2023, Plaintiff Moreno filed a Representative Action Complaint under PAGA, Case No. CIVSB2328743.

13. On September 5, 2024, Plaintiffs filed the operative Second Amended Complaint in this action, adding Plaintiffs Neims, Ramirez, and Moreno as named plaintiffs, consolidating all causes of action and factual allegations in the *Neims Action*, *Ramirez Action*, and *Moreno Action* into this action, and consolidating all claims under the PAGA based on the facts alleged in Plaintiff Hernandez's March 2, 2023 PAGA Notice to the LWDA and November 2, 2023

Supplemental Notice, and Plaintiff Moreno’s September 20, 2023 PAGA Notice to the LWDA, into this action.

14. The parties engaged in significant formal written and deposition discovery prior to attending mediation. Through formal discovery, Defendants provided Plaintiffs with timekeeping and payroll records for all putative class members spanning the putative class period, as well as policy documents and employee handbooks. Plaintiffs also took the deposition of one of Defendants’ corporate witnesses under Federal Rule of Civil Procedure 30(b)(6), and conducted a site inspection at one of Defendants’ facilities. Plaintiffs then retained an expert with a Ph.D. in economics to analyze the produced data and create a class-wide exposure model for the claims at issue. On November 27, 2023, the Parties participated in a mediation session with Steven G. Mehta, Esq., an experienced and respected wage and hour mediator, during which the Parties exchanged divergent views on Defendants’ liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiffs’ claims. Although the Parties adjourned mediation without reaching a settlement, they continued their settlement negotiations through Mr. Mehta throughout the following weeks. After additional weeks of continued negotiations, Mr. Mehta made a mediator’s proposal that the Parties ultimately accepted. Over the following months, the Parties finalized the remaining terms of the proposed Stipulation of Settlement (“Settlement Agreement”) that the Court preliminarily approved on September 11, 2024.

15. A true and correct copy of the Court’s Order Granting Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit 1**. On August 19, 2024, Plaintiffs submitted the Parties’ Settlement Agreement to the LWDA in connection with the filing of the Motion for Preliminary Approval. Attached hereto as **Exhibit 2** are true and correct copies of Plaintiffs’ Settlement submission and the LWDA’s confirmation of receipt.

16. Defendants will pay a non-reversionary Maximum Settlement Amount (“MSA”) of \$2,950,000.00. The Net Settlement Amount (“NSA”) is the amount remaining from the MSA after deducting Court-approved amounts for attorneys’ fees (\$983,333.33) and verified costs reimbursement (\$82,363.20), the Class Representative Enhancement Payments (\$20,000.00

total, \$5,000.00 to each Plaintiff), settlement administration costs (\$17,990.00), and payment to the LWDA for its share of PAGA penalties (\$75,000.00).

17. A true and correct copy of my firm's expense report is attached hereto as **Exhibit 3**. My firm's expense summary identifies our to-date out of pocket expenses as \$74,210.68. The total amount that Plaintiffs' Counsel is collectively requesting for expense reimbursement (\$82,363.20) includes an additional \$176.69 in anticipated future costs for the filing and service of the Motion for Final Approval and the Settlement Administrator's final accounting declaration, which will be incurred by Plaintiffs' counsel following the filing of this motion.

18. As detailed in Plaintiffs' Motion for Preliminary Approval, Defendants maintain their timekeeping policies/practices comply with California law, and that they properly compensate Settlement Class members for all hours worked. Further, Defendants assert that this claim is not suitable for class treatment, as it requires individualized inquiries into whether any employee underwent a security screening or COVID-19 related temperature check at all, which Defendants contend was not required at all of its six California facilities, and exactly how much time each employee purportedly spent while off-the-clock on any given day, which is increasingly difficult since Defendants assert temperature checks took extremely minimal periods of time and off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials.

19. As to Plaintiffs' regular rate miscalculation allegations, Defendants argue that any bonus payments made were purely discretionary, and therefore are properly excluded from the regular rate of pay. As such, Defendants contend that Plaintiffs' claim fails on the merits. Further, Defendants assert that this claim is unmanageable, as it requires individualized inquiries into whether each bonus payment made by Defendants was discretionary or non-discretionary, resulting in an unmanageable series of mini-trials.

20. As to Plaintiffs' meal period allegations, Defendants contend they maintained lawful meal period policies/practices throughout the Class Period. Defendants assert that Plaintiffs' "net rest" theory will fail on the merits because employees are not required to limit their meal periods to exactly 30 minutes in length, and timeclocks are located within 15-20 feet

1 of all breakrooms at each of Defendants' facilities, meaning that employees are factually able to
2 spend a full 30 minutes in the breakroom between clocking out and clocking in. Defendants also
3 contend that Plaintiffs' meal period claim is not suited for class certification as individual
4 inquiries would be required to assess the amount of time it took each employee to walk between
5 Defendants' timeclocks and breakrooms, which differed at each facility, for every meal period
6 taken, resulting in an unmanageable series of mini-trials.

7 21. As to Plaintiffs' rest period claim, Defendants maintains they authorized and
8 permitted the Settlement Class members to take all lawful rest periods to which they are entitled.
9 Defendants assert that employees are not required to go to the breakrooms for rest periods and
10 are authorized and permitted to take 10-minute rest periods wherever they choose. Further,
11 Defendants assert that employees at certain facilities did not start their rest periods until arriving
12 at the breakrooms, and therefore Plaintiffs' claim will fail on the merits. Defendants also assert
13 that this claim is unmanageable and not suited for class certification, as it requires
14 individualized inquiries into whether each employee was authorized and permitted to take a
15 lawful rest period and on which days, which Defendants argue Plaintiffs will be unable to
16 substantiate with any common, documentary evidence, as rest periods are not required to be
17 recorded, resulting in an unmanageable series of mini-trials.

18 22. In response to Plaintiffs' allegations that Defendants failed to reimburse all
19 necessary business expenses, Defendants argue they never required employees to purchase their
20 own protective masks, and instead Defendants provided masks for the employees to use as part
21 of their COVID-19 safety policies/practices. Further, Defendants maintain that this claim is not
22 suited for class certification, as only one of its facilities required masks to be worn to begin with,
23 and individual issues would predominate to determine which, if any, individual supervisors at
24 that facility told employees they need to buy their own masks and which employees, if any,
25 chose not to use the masks provided by Defendants, resulting in an unmanageable series of
26 mini-trials.

27 23. As to Plaintiffs' derivative claims for wage statement, waiting time, and PAGA
28 penalties, Defendants argue that Plaintiffs' underlying claims will fail and, as a result, these

derivative claims will also fail. Defendants also maintain that Plaintiffs cannot show that the wage statement violations were “knowing and intentional,” or that the putative class members “suffer[ed] injury” as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties. Moreover, Defendants maintain that its good faith defenses to Plaintiffs’ underlying claims would preclude the recovery of waiting time penalties, which are only available for the “willful” failure to pay wages, and that this Court would exercise its discretion to substantially reduce any PAGA penalties awarded.

24. Class Counsel’s fee request of \$983,333.33, representing one-third of the MSA, is the same percentage sought in *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, and is fair and reasonable based on the percentage of the recovery method. This percentage is consistent with my firm’s experience in similar wage-and-hour class action matters. The requested fee award is justified because Class Counsel achieved a significant result for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis.

25. Between my firm and my co-counsel’s firms, Plaintiff’s Counsel has a lodestar of approximately \$553,452.50, which results in a reasonable 1.77 multiplier compared to the \$983,333.33 fee request. A summary showing the number of hours of work performed by each attorney and paralegal from my firm and my co-counsel’s firms is set forth below. My co-counsel, Jessica L. Campbell and Marcus Bradley, have filed declarations concurrently herewith that provide the lodestar information for the attorneys and paralegals at their respective firms. A true and correct copy of the current 2024 Laffey Matrix is attached hereto as **Exhibit 4**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Marcus J. Bradley (30th Year Attorney)	\$975	36	\$35,100.00
Samuel Wong (24th Year Attorney)	\$950	11.3	\$10,735.00
Paul K. Haines (18th Year Attorney)	\$850	155.8	\$132,430.00
Lirit King (17th Year Attorney)	\$775	7.60	\$5,890.00

Jessica L. Campbell (14th Year Attorney)	\$800	20.1	\$16,080.00
Fletcher W. Schmidt (12th Year Attorney)	\$750	168.5	\$126,375.00
Matthew K. Moen (9th Year Attorney)	\$650	185.7	\$120,705.00
Fawn Bekam (9th Year Attorney)	\$700	132.2	\$92,540.00
Fernando Valle, Jr. (Braley Grombacher, LLP Law Clerk)	\$350	16.40	\$5,740.00
Haines Law Group, APC Firm Paralegals	\$175	44.9	\$7,857.50
Total Lodestar			\$553,452.50

26. Since undertaking representation of Plaintiffs, Class Counsel has devoted substantial time to this litigation without receiving any compensation to date. My firm's and my co-counsel's efforts include conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research and analysis, engaging in substantial formal written and deposition discovery, reviewing class documents and data produced by Defendants, extensively reviewing and evaluating the produced timekeeping and payroll records with the assistance of a retained expert to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, long-form Settlement Agreement, and Notice Packet documents, preparing the Motions for Preliminary and Final Approval, overseeing the notice process, fielding questions from Settlement Class members, and otherwise litigating the case.

27. Since undertaking representation of Plaintiffs, my firm has expended \$74,387.37 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. My co-counsel's firms have expended an additional \$3,595.73 (Aegis Law Firm, PC) and \$4,380.10 (Bradley Grombacher, LLP), respectively, in litigation costs without receiving any compensation to date. Class Counsel have collectively incurred and respectfully request reimbursement of \$82,363.20 in actual litigation costs, which is more than \$17,500.00 less than the \$100,000.00 amount preliminarily approved by the Court as set out in the Settlement Agreement. The unclaimed amount of litigation costs will be paid to the

1 Settlement Class members as part of the NSA. Moreover, Class Counsel utilized the expert
2 services of Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to perform all expert
3 analyses for this case. Attached hereto as **Exhibit 5** are true and correct copies of all expert
4 invoices that my office received from Dr. DuMond for his expert services on this case.

5 28. Plaintiffs also request that the Court approve \$17,990.00 in administration costs
6 to Apex Class Action, LLC as the Settlement Administrator.

7 29. Plaintiffs seek Class Representative Enhancement Payments of \$5,000.00 each
8 (\$20,000.00 in total) and believe that this request is reasonable given Plaintiffs' considerable
9 efforts in this case, the risks Plaintiffs undertook on behalf of the Settlement Class members,
10 and the general release of all claims against Defendants subject to a waiver of California Civil
11 Code section 1542. Among other things, Plaintiffs' efforts include searching for relevant
12 documents for use in the lawsuit, providing factual information to their attorneys, holding
13 various phone calls with their attorneys to discuss the claims in the lawsuit and Defendants'
14 policies and practices, assisting their attorneys to help prepare for mediation, making
15 themselves available during mediation to assist and answer factual questions posed by the
16 mediator, reviewing and providing input regarding the settlement in this case, otherwise
17 assisting their attorneys in moving the case towards resolution, the significant risks Plaintiffs
18 undertook by serving as the named plaintiffs, and the fact that they agreed to a general release
19 of all claims subject to a waiver of Civil Code § 1542.

20 ///

21 ///

22 ///

1 30. Plaintiffs have invested considerable time and effort into seeing this litigation
2 through resolution, and the Settlement Class, who would not be receiving anything if it were not
3 for Plaintiffs' decision to pursue these claims, will benefit from their participation. Plaintiffs
4 attached their name to this lawsuit for the benefit of the Settlement Class members and to the
5 risk of themselves, and agreed to a broader, general release of claims beyond what other
6 Settlement Class members are releasing through this action, including a waiver of Civil Code §
7 1542.

8 I declare under penalty of perjury under the laws of the United States and the state of
9 California that the foregoing is true and correct. Executed on December 30, 2024, at El
10 Segundo, California.

11 

12 Matthew K. Moen
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

[Additional counsel on following page]

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

SEP 11 2024

BY Chris Goldstein
CHRIS GOLDSTEIN, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

RUBEN HERNANDEZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

NEOVIA LOGISTICS SERVICES, LLC, a
Delaware Limited Liability Company;
NEOVIA LOGISTICS DISTRIBUTION, LP,
a Delaware Limited Partnership; and DOES 1
through 100,

Defendants.

Case No.: CIVSB2305867

*[Assigned for all purposes to the Hon.
Tony Raphael, Dept. S36]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 11, 2024

Time: 8:30 a.m.

Dept.: S36

Action Filed: March 2, 2023

Trial Date: None Set

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: jcampbell@aegislawfirm.com

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)

Kiley L. Grombacher, Esq. (SBN 245960)

Corey S. Smith, Esq. (SBN 312002)

31365 Oak Crest Drive, Suite 240

Westlake Village, California 91361

Telephone: (805) 270-7100

Facsimile: (805) 270-7589

mbradley@bradleygrombacher.com

kgrombacher@bradleygrombacher.com

csmith@bradleygrombacher.com

Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROPOSED ORDER

The Motion of Plaintiffs Ruben Hernandez, Patrick Joseph Neims, Arturo Ramirez, and Miguel Moreno ("Plaintiffs") for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on September 11, 2024, at 8:30 a.m. The Court, having considered Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the proposed Stipulation of Settlement ("Settlement Agreement" or "Settlement") entered into between Plaintiffs and Defendants Neovia Logistics Services, LLC and Neovia Logistics Distribution, LP ("Defendants"), attached as Exhibit A to the Declaration of Matthew K. Moen filed concurrently with the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of arms'-length negotiations conducted after Plaintiffs and/or Plaintiffs' counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

1 All current and former non-exempt employees who worked for either and/or both
2 Defendants in California between October 28, 2018 and December 27, 2023 (the
3 "Class Period").

4 4. For purposes of the Settlement, the Court designates named Plaintiffs Ruben
5 Hernandez, Patrick Joseph Neims, Arturo Ramirez, and Miguel Moreno as Class Representatives,
6 and designates Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law
7 Group, APC, Kashif Haque and Jessica L. Campbell of Aegis Law Firm, PC, and Marcus Bradley
8 of Bradley Grombacher, LLP, as Class Counsel.

9 5. The Court designates Apex Class Action Administration as the third-party
10 Settlement Administrator for mailing notices.

11 6. The Court approves, as to form and content, the Notice of Class Action Settlement
12 ("Class Notice") and the Notice of Individual Settlement Payment (collectively, the "Notice
13 Packet") attached as Exhibit B to the Declaration of Matthew K. Moen filed concurrently with
14 Plaintiffs' Motion.

15 7. The Court finds that the form of notice to the Settlement Class regarding the
16 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
17 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
18 and sufficient notice to all Settlement Class members. The form and method of giving notice
19 complies fully with the requirements of California Code of Civil Procedure section 382, California
20 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
21 applicable law.

22 8. The Court further approves the procedures for Settlement Class Members to opt-
23 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

24 9. The procedures and requirements for submitting objections in connection with the
25 Final Approval Hearing are intended to ensure the efficient administration of justice and the
26 orderly presentation of any Settlement Class member's objection to the Settlement, in accordance
27 with the due process rights of all Settlement Class members.

28 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
Settlement Class Members in English and Spanish, in accordance with the terms of the Settlement.

11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to the Settlement.

12. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on January 24, 2025, at 8:30 a.m. p.m. in Department S-36 of this Court, located at 247 W. 3rd Street, San Bernardino, California 92415. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for enhancement payments, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Plaintiffs' Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiffs' application for enhancement payments, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on September 11, 2024):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	October 3, 2024

Settlement Administrator to mail the Notice Packet to the Settlement Class members no later than:	October 18, 2024
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	December 17, 2024
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	☒ January 24, 2025 at 8:30 (a.m./p.m.) ☐ _____ at _____ a.m./p.m.

16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

18. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: 9-11-2024

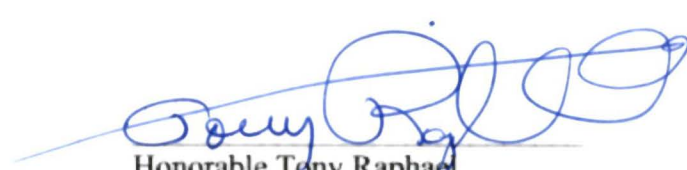

Honorable Tony Raphael
Judge of the Superior Court

EXHIBIT 2



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

CIVSB2305867

Hearing Date (if any)

September 11, 2024

Hearing Time

8:30 a.m.

Hearing Location

247 West Third Street, De

Number of aggrieved employees *

1,934

Gross settlement amount *

2950000.00

Gross penalty amount *

100000.00

Penalties to LWDA *

75000.00

Date of proposed settlement *

08/16/2024

Proposed Settlement and Other Documents

Proposed Settlement *

Moen Decl – E...reement).pdf

Other Attachment (if any)

1. 2024-08-...y Approval.pdf

Other Attachment (if any)

[Remove](#)

2. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

3. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

4. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

5. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

6. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

7. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

8. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

9. 2024-08-...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

10. 2024-08...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

11. 2024-08...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

12. 2024-08...eovia MPA.pdf

Other Attachment (if any)

[Remove](#)

13. 2024-08...f of Service.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, August 19, 2024 5:17:39 PM

08/19/2024 05:16:10 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

December 30, 2024

Ruben Hernandez

Charges :

			<u>Qty/Price</u>	<u>Amount</u>
7/31/2022	ALL	Postage for July, 2022.	1 12.26	12.26
2/28/2023	IDLC	Filing fee for: Document filing in San Bernardino - Order preliminary approving class action settlement. Transaction #: 216593482	1 6.00	6.00
	ALL	Pacer expense for February, 2023.	1 0.80	0.80
3/2/2023	IDLC	First legal's Filing fee for Summons, Complaint, Civil Case Cover Sheet, Certificate of assignment, Notice of posting of jury fees Base charge + PDF/Ship + Fuel charge Order #: 5246457	1 66.22	66.22
3/3/2023	IDLC	First legal's Filing fee for: Submission to LWDA for PAGA Notice. Order #: ORD-000212093	1 75.00	75.00
3/31/2023	ALL	Postage for March, 2023.	1 14.18	14.18
	ALL	Copying cost for March, 2023.	14 0.25	3.50
5/11/2023	IDLC	First legal's fee for notice of posting Jury Fees. Order #: 5316322 Additional billing Adv/wit ck + Check charge *No base charge	1 150.00	150.00
	IDLC	First Legal Additional billing for Advanced Fees on: Summons, Complaint, Civil case cover sheet, Certificate of assignment, Notice of posting of jury fees. Order #: 5316322 Additional billing Adv/wit ck + Check charge	1 1,498.40	1,498.40

12/30/2024

			<u>Qty/Price</u>	<u>Amount</u>
		*No base charge		
5/16/2023	IDLC	First legal's service fee for: Service of summons and complaint. Order #: 5319638 Filing - Branch PDF same day Base charge + Fuel charge + Adv/wit ck + Check charge	1 117.62	117.62
	IDLC	First legal's filing fee for: PAGA complaint; Service of summons and complaint. Order #: 5319638 Filing - Branch PDF same day Base charge + Fuel charge + Adv/wit ck + Check charge	1 1,435.00	1,435.00
5/23/2023	IDLC	First legal's service fee for: Service of summons and complaint. Order #: 5327025 Process- 3 days Base charge + PDF/Ship + Fuel charge	1 109.17	109.17
	IDLC	First legal's filing fee for: First amended complaint. Order #: 5326233 Filing-Branch PDF same day Base charge + PDF/Ship + Fuel charge	1 63.22	63.22
5/25/2023	IDLC	First legal's filing fee for: Proof of service of summons. Filing - Branch PDF same day Order #: 5328708 Base charge + Fuel charge	1 60.22	60.22
5/26/2023	IDLC	First legal's service fee for: service of summons and complaint. Order #: 5330480 Process - 3 days Base charge + PDF/Ship + Fuel charge	1 109.17	109.17
5/30/2023	IDLC	First legal's filing fee for: Proof of service. Order #: 5332440 Filing - Branch PDF same day Base charge + Wait + Fuel charge	1 76.22	76.22
5/31/2023	ALL	Pacer expense for May, 2023.	1 1.60	1.60
6/1/2023	IDLC	First legal's filing fee for: Dismissal. Order #: 5334901 Filing- Branch PDF same day Base charge + Wait + Fuel charge	1 84.22	84.22
7/24/2023	IDLC	First legal's Filing fee for: Request to continue/order Order #: 5385515 Filing- Branch PDF same day File/Conform/Return Advance \$20	1 81.02	81.02

12/30/2024

			<u>Qty/Price</u>	<u>Amount</u>
		Base charge + Fuel charge + Adv/wit ck + Check charge		
7/31/2023	ALL	Postage for July, 2023.	1 4.29	4.29
	ALL	Copying cost for July, 2023.	55 0.25	13.75
8/8/2023	IDLC	Pacer expense for JULY, 2023.	1 0.10	0.10
	IDLC	Pacer expense for JULY, 2023.	1 10.20	10.20
8/29/2023	PKH	Mehta Mediation expense - Invoice #19259 11/27/23 Mediation	1 9,500.00	9,500.00
9/18/2023	IDLC	Pacer expense for August, 2023.	1 3.70	3.70
	IDLC	Pacer expense for August, 2023.	1 2.10	2.10
9/25/2023	IDLC	First legal's filing fee for: Plaintiff request to continue/order; POS Filing-Branch PDF same day Order #: 5453633 Base charge + Wait + Fuel charge + Adv/wit ck + Check charge	1 113.82	113.82
9/30/2023	ALL	Postage for September, 2023.	1 4.53	4.53
	ALL	Westlaw cost for September, 2023.	1 108.41	108.41
	ALL	Copying cost for September, 2023.	61 0.25	15.25
10/13/2023	IDLC	Pacer expense for September, 2023.	1 0.50	0.50
10/24/2023	PKH	Parking and misc. costs at Deposition 10/24/2023	1 58.67	58.67
10/31/2023	ALL	Postage for October, 2023.	1 5.46	5.46
	ALL	Westlaw cost for October, 2023.	1 1.81	1.81

12/30/2024

		<u>Qty/Price</u>	<u>Amount</u>
10/31/2023	PKH BRG Expert fee - Invoice #163419.	1 16,695.00	16,695.00
	ALL Copying cost for October, 2023.	840 0.25	210.00
11/14/2023	IDLC Planet Depos Deposition Costs for transcript of Arturo Martinez on 10/24/2023. Invoice #: 620739	1 4,356.40	4,356.40
	IDLC Pacer expense for OCTOBER, 2023.	1 0.60	0.60
11/20/2023	IDLC First legal's filing for: Request to continue/Order, POS File/Conform/Return Advance Stip Fee Filing-Branch PDF same day Order #: 5519857 Base charge + Fuel charge + Adv/wit ck + Check charge	1 81.02	81.02
11/27/2023	IDLC Misc. mediation costs on 11/27/2023 mediation.	1 39.03	39.03
11/29/2023	KI San Bernardino Document purchase fee for: Order filed. Transaction #: 252893083	1 2.00	2.00
11/30/2023	ALL Postage for November, 2023.	1 25.11	25.11
	ALL Copying cost for November, 2023.	74 0.25	18.50
	PKH BRG expert fee - Invoice # 165574	1 33,345.00	33,345.00
12/7/2023	IDLC Planet Depos Deposition Costs for deposition of Corporate designee for Neovia Logistics Invocie #: 630130	1 1,007.00	1,007.00
12/13/2023	IDLC Steve Mehta mediaiton fees for November 27, 2023 mediation. Post-mediation services Invoice #: 19374	1 3,468.75	3,468.75
12/31/2023	KI Westlaw cost for December 2023	1 45.05	45.05
	ALL Copying cost for December, 2023.	5 0.25	1.25

12/30/2024

			<u>Qty/Price</u>	<u>Amount</u>
1/18/2024	ALL	One legal's filing fee for: Notice of acknowledgment of receipt x2. Order #: 21626963	1 18.62	18.62
	ALL	One legal's filing fee for: Request filed re: Declaration filed, Proposed order received (Confidential), Proof of service Order #: 21978626	1 41.39	41.39
1/31/2024	IDLC	CourtCall fee for hearing on 1/22/2024.	1 72.00	72.00
	ALL	Postage for January, 2024.	1 3.96	3.96
	ALL	Copying cost for January, 2024.	48 0.25	12.00
2/29/2024	ALL	Copying cost for February, 2024.	4 0.25	1.00
3/12/2024	ALL	One legal's Filing fee for: Notice Filed,Proof of Service Order #: 21958485	1 18.62	18.62
4/19/2024	ALL	First legal's filing fee for: Joint Status Report in Advance of Hearing Re: Remand and Status Conference;Proof of Service Order #: 5701355 Direct E-filing Base charge + Additional charges	1 17.20	17.20
4/30/2024	ALL	FedEx costs for April 2024.	1 8.45	8.45
	ALL	Postage for April, 2024.	1 0.64	0.64
	ALL	CourtCall fee for hearing on 4/26/2024.	1 72.00	72.00
	ALL	Copying cost for April, 2024.	7 0.25	1.75
6/11/2024	ALL	Pacer expense for May 2024.	1 12.80	12.80
7/2/2024	ALL	San Bernardino County document purchase fee for: Complaint filed. Transaction #: 277483964	1 12.02	12.02
7/19/2024	IDLC	First legal's filing fee for: Stip/Order/POS Return/Conform/Return "Advance Fees" Order #: 5813431 Filing - Branch PDF Same Day	1 516.44	516.44

12/30/2024

			<u>Qty/Price</u>	<u>Amount</u>
		Base charge + Fuel charge + Adv/wit ck + Check charge		
7/31/2024	ALL	Postage for July, 2024.	1 0.97	0.97
	ALL	Copying cost for July, 2024.	7 0.25	1.75
8/1/2024	IDLC	San Bernardino County document purchase fee for: Stipulation & amp; Order filed. Transaction #: 280657928	1 2.61	2.61
8/2/2024	IDLC	First legal's filing fee for: STIP/ORDER; POS Order #: 5830765 Filing - Branch PDF Same Day Base charge + Fuel charge + Adv/wit ck + Check charge	1 84.84	84.84
8/7/2024	IDLC	San Bernardino county document purchase fee for: Stipulation filed. Transaction #: 281271446	1 16.72	16.72
8/29/2024	IDLC	One legal's Filing fee for: Motion re:,Proposed Order Received \$0.00 (Confidential), Declaration Filed, Declaration Filed, Declaration. Order #: 23559364	1 82.57	82.57
8/31/2024	ML	Postage for August, 2024.	1 2.87	2.87
	ML	Copying cost for August, 2024.	35 0.25	8.75
	ML	Westlaw cost for August, 2024.	1 4.44	4.44
9/4/2024	IDLC	San Bernardino County document purchase fee for: Stipulation & amp, Order filed. Transaction #: 284184910	1 16.72	16.72
9/5/2024	IDLC	First legal's filing fee for: 2ND AMENDED COMPLAINT; POS FILE/CONFORM/RETURN Order #: 5873354 Filing - Branch PDF Same Day Base charge + PDF/Ship + Fuel charge	1 73.79	73.79
9/12/2024	ML	San Bernardino County Document Purchase: Order Filed Transaction #:285002334	1 3.14	3.14
11/30/2024	ML	Postage for November, 2024.	6 0.25	1.50
Total charges				\$74,210.68

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

EXHIBIT 5



Paul Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245

November 10, 2023
Client-Matter: [REDACTED]
Invoice #: 163419
Tax ID # [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Neovia Logistics Services

Services Rendered Through October 31, 2023

Professional Services	\$ 16,695.00	USD
CURRENT CHARGES	\$ 16,695.00	USD

PAYMENT IS DUE BY December 10, 2023

Please direct questions regarding this invoice to: [REDACTED]

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: [REDACTED]
Reference: 163419

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
[REDACTED]

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
[REDACTED]

Please send remittance advice details to:
[REDACTED]

cc:

Nina Hernandez
Via Email: nhernandez@haineslawgroup.com



To: Paul Haines
c/o: Haines Law Group, APC
RE: Neovia Logistics Services

Page 2 of 3
Invoice # 163419
Client-Matter: [REDACTED]

Services Rendered Through October 31, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	650.00	11.70	7,605.00
Senior Managing Consultant Brooke Dinwiddie	450.00	20.20	9,090.00
Total Professional Services		31.90	16,695.00



To: Paul Haines
c/o: Haines Law Group, APC
RE: Neovia Logistics Services

Page 3 of 3
Invoice # 163419
Client-Matter: [REDACTED]

Services Rendered Through October 31, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/16/23	Brooke Dinwiddie	Reviewed data; loaded data.	0.60
10/16/23	Jon M. DuMond	Download, review data.	1.80
10/17/23	Brooke Dinwiddie	Loaded data; prepared data.	1.00
10/23/23	Brooke Dinwiddie	Analyzed data.	3.90
10/24/23	Brooke Dinwiddie	Analyzed data.	1.50
10/25/23	Brooke Dinwiddie	Analyzed data.	7.30
10/25/23	Jon M. DuMond	Review data; case discussions; conference call; prepare declaration.	5.50
10/26/23	Brooke Dinwiddie	Analyzed data.	2.30
10/26/23	Jon M. DuMond	Prepare declaration.	2.90
10/30/23	Jon M. DuMond	Review data; case discussions.	0.40
10/31/23	Brooke Dinwiddie	Prepared data.	3.60
10/31/23	Jon M. DuMond	Review data; analysis planning.	1.10

Professional Services

31.90



Paul Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245

December 26, 2023
Client-Matter: [REDACTED]
Invoice #: 165574
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Neovia Logistics Services

Services Rendered Through December 8, 2023

Professional Services	\$ 33,345.00	USD
CURRENT CHARGES	\$ 33,345.00	USD

PAYMENT IS DUE BY January 25, 2024

Please direct questions regarding this invoice to: [REDACTED]

OTHER OUTSTANDING INVOICES AS OF TODAY

Invoice # 163419 - Dated 11/10/23	16,695.00	Due Date: 12/10/23	PAST DUE
-----------------------------------	-----------	--------------------	-----------------

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: [REDACTED]
Reference: [REDACTED]

Please send remittance advice details to:

[REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC

[REDACTED]

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC

[REDACTED]

cc:

Nina Hernandez

Via Email: nhernandez@haineslawgroup.com



To: Paul Haines
c/o: Haines Law Group, APC
RE: Neovia Logistics Services

Page 2 of 3
Invoice # 165574
Client-Matter: [REDACTED]

Services Rendered Through December 8, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	650.00	12.60	8,190.00
Senior Managing Consultant			
Pamela Cohen	450.00	14.90	6,705.00
Brooke Dinwiddie	450.00	41.00	18,450.00
Total Professional Services		68.50	33,345.00



To: Paul Haines
c/o: Haines Law Group, APC
RE: Neovia Logistics Services

Page 3 of 3
Invoice # 165574
Client-Matter: [REDACTED]

Services Rendered Through December 8, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/01/23	Brooke Dinwiddie	Prepared data	1.60
11/02/23	Brooke Dinwiddie	Prepared data	5.30
11/03/23	Brooke Dinwiddie	Analyzed data	6.10
11/03/23	Jon M. DuMond	Review data; case discussions	1.10
11/05/23	Brooke Dinwiddie	Analyzed data	5.60
11/06/23	Brooke Dinwiddie	Analyzed Data	9.80
11/07/23	Brooke Dinwiddie	Analyzed data	5.20
11/24/23	Brooke Dinwiddie	Analyzed data	6.90
11/24/23	Jon M. DuMond	Case discussions; review updated analyses	0.60
11/28/23	Brooke Dinwiddie	Call	0.50
11/28/23	Jon M. DuMond	Conference call; review data file	0.50
11/29/23	Pamela Cohen	Analyze data.	0.40
11/29/23	Jon M. DuMond	Review crosswalk; prepare data	1.50
11/30/23	Pamela Cohen	Analyze data.	8.00
11/30/23	Jon M. DuMond	Review crosswalk/prepare data	2.80
12/01/23	Pamela Cohen	Analyze data.	1.00
12/01/23	Jon M. DuMond	Review data; case discussions	2.10
12/04/23	Pamela Cohen	Analyze data.	0.90
12/04/23	Jon M. DuMond	Prepare declaration	2.80
12/05/23	Pamela Cohen	Analyze data.	4.60
12/05/23	Jon M. DuMond	Prepare declaration	1.20

Professional Services

68.50