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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

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Attorneys for Plaintiffs

1 **[PROPOSED] ORDER**

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

12
13 1. The Court GRANTS preliminary approval of the class action settlement as set
14 forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of
15 a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

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

24 3. For purposes of the Settlement, the Court finds that the proposed Settlement Class
25 is ascertainable and that there is a sufficiently well-defined community of interest among the
26 members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes
27 only, the Court grants conditional certification of the following Settlement Class:
28

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 _____, at _____ 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 _____ 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: _____

 Honorable Tony Raphael
 Judge of the Superior Court