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**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,

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

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

**[PROPOSED] JUDGMENT AND ORDER
GRANTING 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

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1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiffs Ruben Hernandez, Patrick Joseph Neims, Arturo Ramirez, and Miguel
3 Moreno's ("Plaintiffs") Motion of for Final Approval of Class Action Settlement, Attorneys' Fees
4 and Costs, and Class Representative Enhancement Payments came on regularly for hearing before
5 this Court on January 24, 2025, at 8:30 a.m., pursuant to California Rule of Court 3.769 and this
6 Court's Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval
7 Order"). Having considered the parties' Stipulation of Settlement ("Settlement" or "Settlement
8 Agreement"), Plaintiffs' Motion for Final Approval of Class Action Settlement, and all other
9 documents and evidence presented in support thereof, and recognizing the sharply disputed
10 factual and legal issues involved in this case, the risks of further prosecution, and the benefits to
11 be received by the participating Settlement Class members pursuant to the Settlement, the Court
12 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is
13 the product of good faith, arms'-length negotiations between the parties. Good cause appearing
14 therefor, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action
15 Settlement and HEREBY ORDERS THE FOLLOWING:

16 1. Final judgment is hereby entered in conformity with the Settlement and this Final
17 Approval Order.

18 2. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement, the following
20 Settlement Class:

21 All current and former non-exempt employees who worked for either and/or both
22 Defendants Neovia Logistics Services, LLC and Neovia Logistics Distribution, LP
23 in California between October 28, 2018 and December 27, 2023 (the "Class
Period").

24 3. Plaintiffs Ruben Hernandez, Patrick Joseph Neims, Arturo Ramirez, and Miguel
25 Moreno are hereby confirmed as the Class Representatives. Paul K. Haines, Fletcher W. Schmidt,
26 and Matthew K. Moen of Haines Law Group, APC, Kashif Haque and Jessica L. Campbell of
27 Aegis Law Firm, PC, and Marcus Bradley of Bradley Grombacher, LLP, are hereby confirmed
28 as Class Counsel.

1 4. Notice was provided to the Settlement Class members as set forth in the Settlement
2 Agreement, which was preliminarily approved by the Court on September 11, 2024, and the
3 notice process has been completed in conformity with the Settlement and this Court's orders. The
4 Court finds that said notice constituted reasonable notice under the circumstances. The notice
5 provided due and adequate notice of the proceedings and matters set forth therein, informed
6 Settlement Class members of their rights, and fully satisfied the requirements of California Code
7 of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, due process, the California
8 and United States Constitutions, and other applicable law.

9 5. The Court finds that no Settlement Class member objected to or opted out from
10 the Settlement, and that the 100% participation rate in the Settlement supports final approval.

11 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
12 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
13 according to its terms.

14 7. For purposes of settlement only, the Court finds that: (a) the members of the
15 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
16 (b) there are questions of law or fact common to the Settlement Class members, and there is a
17 well-defined community of interest among Settlement Class members with respect to the subject
18 matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
19 Settlement Class members; (d) the Class Representatives have fairly and adequately protected the
20 interests of the Settlement Class members; (e) a class action is superior to other available methods
21 for an efficient adjudication of this controversy; and (f) Class Counsel is qualified to serve as
22 counsel for the Class Representatives and the Settlement Class members.

23 8. The Court finds that given the absence of objections, and objections being a
24 prerequisite to appeal, this Order shall be considered final as of the Effective Date, as that term is
25 defined in the Settlement Agreement.

26 9. As of the date that this Judgment becomes final, each Settlement Class Member
27 who has not submitted a timely and valid Request for Exclusion will fully and finally release and
28 discharge Defendants and all of their present and former parent companies, commonly owned or

controlled affiliates, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorney, insurers, successors and assigns (the “Released Parties”), from liability for all claims under state, federal and local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative complaints in the Action, Plaintiff Hernandez’s March 2, 2023 PAGA Notice to the LWDA, Plaintiff Hernandez’s November 2, 2023 Supplemental Notice to the LWDA, Plaintiff Moreno’s September 20, 2023 Notice to the LWDA, or which could have been pled in the operative complaints in the Action, the operative complaints in the PAGA Action, based on the factual allegations therein, including but not limited to claims for minimum wage violations, overtime wage violations, sick pay wages, meal period violations, rest period violations, violations of Labor Code sections 2802 and 2804, waiting time penalties, inaccurate payroll records, wage statement violations, excessive heat and failure to provide compliant recovery period violations, violations of the California Business and Professions Code section 17200, *et seq.*, and alleged violations of PAGA, that arose during the Class Period (collectively, the “Released Claims”). For avoidance of doubt, this release applies to the Class Period.

10. In addition, as of the date that this Judgment becomes final, all current and former non-exempt employees who worked for either and/or both Defendants in California between October 28, 2021 and December 27, 2023 (the “Allegedly Aggrieved Employees”) shall be deemed to have released and discharged the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged in the operative complaints in the Action, Plaintiff Hernandez’s March 2, 2023 PAGA Notice to the LWDA, Plaintiff Hernandez’s November 2, 2023 Supplemental Notice to the LWDA and Plaintiff Moreno’s September 20, 2023 Notice to the LWDA, or which could have been pled in the operative complaints in the Action based on the factual allegations therein as set forth above (the “PAGA Released Claims”). For avoidance of doubt, this release applies to the PAGA Period.

11. The Court orders Defendants to deposit the entire Maximum Settlement Amount of \$2,950,000.00 with Apex Class Action LLC (the “Settlement Administrator”) within 30 calendar days of the Effective Date, as provided for in the Settlement.

1 12. The Court finds that the Individual Settlement Payments, as defined and provided
2 for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator
3 to distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

4 13. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency (“LWDA”) in the amount of \$75,000.00 for its 75% share of the civil
6 penalties allocated under the PAGA is fair, reasonable and adequate, and orders the Settlement
7 Administrator to distribute this payment to the LWDA in conformity with the terms of the
8 Settlement.

9 14. The Court finds that the Class Representative Enhancement Payments in the
10 amount of \$5,000.00 to each named Plaintiff (\$20,000.00 total) is appropriate in recognition of
11 the risks undertaken by Plaintiffs; for the amount of time and effort spent by Plaintiffs as the Class
12 Representatives; for the service Plaintiffs provided to the Settlement Class members; for
13 Plaintiffs’ general release of claims provided as part of the Settlement Agreement; and for serving
14 the interests of the Settlement Class members. The Court finds that these amounts are fair,
15 reasonable, and adequate, and orders that the Settlement Administrator make these payments in
16 conformity with the terms of the Settlement.

17 15. The Court finds that attorneys’ fees in the amount of \$983,333.33 for Class
18 Counsel are fair, reasonable, and adequate in light of the common fund provided for the benefit
19 of the Settlement Class members, and orders that the Settlement Administrator distribute these
20 payments to Class Counsel in conformity with the terms of the Settlement, divided as follows:
21 \$835,833.33 (equivalent to 85% of the total fee award) to Haines Law Group, APC; \$98,333.33
22 (equivalent to 10% of the total fee award) to Aegis Law Firm, PC; and \$49,166.67 (equivalent to
23 5% of the total fee award) to Bradley Grombacher, LLP. The Court finds that the time devoted
24 to the matter by Class Counsel was reasonably necessary in the investigation and prosecution of
25 this action and that the fees are appropriately awarded in light of the benefit provided to the
26 Settlement Class members by Class Counsel’s efforts.

27 16. The Court finds that reimbursement of actual litigation costs of \$82,363.20 for
28 Class Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator

1 distribute these payments to Class Counsel in conformity with the terms of the Settlement, divided
2 as follows: \$74,387.37 to Haines Law Group, APC; \$3,595.73 to Aegis Law Firm, PC; and
3 \$4,380.10 to Bradley Grombacher, LLP.

4 17. The Court orders that the Settlement Administrator shall be paid \$17,990.00 from
5 the Maximum Settlement Amount for all of its work done and to be done until the completion of
6 this matter, and finds that sum appropriate.

7 18. Any funds from Individual Settlement Payments remaining uncashed after the
8 180-day check-cashing deadline shall be transferred to Working Wardrobes, the Parties' agreed-
9 upon and Court approved *cy pres* designee.

10 19. Pursuant to California Rule of Court 3.771(b), the Court orders the Settlement
11 Administrator to post notice of this Judgment and Order on its website for the Settlement Class
12 members and aggrieved employees for a period of thirty (30) calendar days.

13 20. This document shall constitute a final judgment pursuant to California Rule of
14 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
15 approval hearing, the court must make and enter judgment. The judgment must include a
16 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
17 judgment. The court may not enter an order dismissing the action at the same time as, or after,
18 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
19 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
20 Code of Civil Procedure § 664.6.

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1 21. Plaintiff will submit to the Court a final report in the form of a declaration from
2 the Settlement Administrator on or before September 19, 2025, setting forth the total amount that
3 was paid to participating Settlement Class members, the number and amount of any uncashed
4 checks, confirming that distribution efforts are fully completed, including the distribution of
5 uncashed class member checks to *cy pres* designee, and that the Settlement Administrator's work
6 is complete. The Court will hold a final accounting hearing on September 26, 2025 at 8:30 a.m.,
7 to review the report and determine if any further reports or hearings are necessary.

8 **IT IS SO ORDERED.**

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10 Dated: _____

Honorable Tony Raphael
Judge of the Superior Court