

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

AUG 26 2026

BY 
VALERIE URUEÑA, DEPUTY

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

ESTELA LOPEZ, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

BRIGHTPOINT NORTH AMERICA LP;
and DOES 1 through 20, inclusive,

Defendants.

Case No. CIVSB2321950

*Assigned for all purposes to:
Hon. Kevin C. Lee
Dept. S-26*

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

Date: July 16, 2026
Time: 8:30 a.m.
Dept: S-26

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

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the "Action");

3 WHEREAS, Plaintiff Estela Lopez ("Plaintiff"), individually and on behalf of all others
4 similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Class Action and
6 PAGA Settlement Agreement ("the "Settlement" or "Agreement") entered into by Plaintiff and
7 Defendant Brightpoint North America LP., ("Defendant") which sets forth the terms and
8 conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiff and
9 Defendant shall be collectively referred to herein as the "Parties"); and

10 WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit 1 to the Declaration of Carolyn M. Bell in Support of Plaintiff's Motion for Preliminary
16 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
17 this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
5 can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve
6 as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court
8 hereby conditionally certifies the class for settlement purposes only. The Class is defined as all
9 persons currently or formerly employed by Defendant as non-exempt employees in California at
10 any time during the Class Period. The Class Period is defined as March 17, 2019 to December 20,
11 2024.

12 5. Plaintiff Estela Lopez is hereby preliminarily appointed and designated, for all
13 purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC and Lawyers for
14 Justice are hereby preliminarily appointed and designated as counsel for the Class ("Class
15 Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect to all
16 acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts
17 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance
18 either personally or through counsel of such individual's own choosing and at such individual's
19 own expense. Any Class Member who does not enter an appearance or appear on his or her own
20 will be represented by Class Counsel.

21 6. Should, for whatever reason, the Settlement not become final, the fact that the
22 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
23 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
24 a non-settlement context.

25 7. The Court hereby preliminarily approves the definition and disposition of the Gross
26 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
27 subject to modification at final approval.

1 8. The Court hereby preliminarily approves the Gross Settlement Amount of
2 \$811,152.00, Class Counsel attorneys' fees of up to one-third the Gross Settlement Amount
3 (currently \$270,384.00), Class Counsel litigation expenses not to exceed \$30,000.00, Service
4 Award up to \$10,000.00 to Plaintiff, PAGA penalties in the amount of \$40,000.00, and costs of
5 administration not to exceed \$9,750.00, subject to final approval.

6 9. The Court hereby approves, as to form and content, the Class Notice, to be
7 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
8 the manner and form set forth in the Settlement and this Order, meets the requirements of due
9 process, is the best notice practicable under the circumstances, and shall constitute due and
10 sufficient notice to all persons entitled thereto.

11 10. The Court hereby appoints Phoenix Settlement Administrator as Settlement
12 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
13 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class
14 Members who wish to participate in the settlement provided for by the Settlement Agreement do
15 not need to respond to the Class Notice.

16 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
17 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
18 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
19 to \$9,750.00 as provided in the Settlement.

20 12. Any Class Member may choose to opt-out of and be excluded from the Class as
21 provided in the Class Notice. Class Members who have not requested exclusion/opted-out shall be
22 Participating Class Members and bound by all determinations of the Court, the Settlement, and the
23 Final Judgment.

24 13. Any Participating Class Member may object to the Settlement by following the
25 instructions that are set forth in the Settlement Agreement and Class Notice, and may appear at the
26 Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the
27 consideration and admissibility of any objections. Any Participating Class Member who objects to
28 the Settlement shall be bound by the order of the Court.

1 14. A Final Fairness and Approval Hearing shall be held before this Court on **January**
2 **26, 2027 at 8:30 a.m.** All papers in support of final approval and related awards for fees, costs, and
3 Plaintiff's service award must be filed and served at least 16 court days before the final approval
4 hearing.

5 15. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
6 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
7 are hereby stayed.

8 16. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
9 of the Class Members for all matters relating to this Action, and this Settlement, including
10 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
11 enforcement of this Settlement and this Order.

12 17. The Court reserves the right to adjourn or continue the date of any hearing and all
13 dates provided for in the Settlement without further notice to Class Members, and retains
14 jurisdiction to consider all further applications arising out of or connected with the proposed
15 Settlement.

16
17 DATED: AUG 26 2026



Honorable Kevin C. Lee
JUDGE OF THE SUPERIOR COURT