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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

JUL 15 2025

BY alberto Rodriguez
DEPUTY

Attorneys for Plaintiff,
BRIAN GONZALEZ, individually and on behalf of all others similarly situated.

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

BRIAN GONZALEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

EXCELLENCE SHIPPING, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. CIVSB2330774
[Unlimited Civil Jurisdiction]

*Assigned for All Purposes to the Hon. Kory
Mathewson, Dept. R12*

CLASS AND REPRESENTATIVE ACTION

~~PROPOSED~~ ORDER PRELIMINARILY
APPROVING CLASS AND PAGA ACTION
SETTLEMENT

*[Filed concurrently with Motion for Preliminary
Approval of Class and PAGA Action Settlement;
Declaration of Zachary D. Greenberg, Esq.;
Declaration of Brian Gonzalez; and Declaration of
Jodey Lawrence]*

Date: July 15, 2025
Time: 9:00 a.m.
Dept.: R12

Complaint: November 22, 2023
FAC: January 23, 2024
Trial: Not Set

[PROPOSED] ORDER

This matter came on for hearing on July 15, 2025 at 9:00 a.m. in Department R12 of the above-entitled Court, the Honorable Kory Mathewson presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and Motion to Approve Class and PAGA Action Settlement ("Motion"), and for good cause appearing, Plaintiff Brian Gonzalez' ("Plaintiff") Unopposed Motion is **GRANTED**.

The Court, having reviewed the Settlement Agreement ("Settlement" or "Settlement Agreement") attached as **Exhibit A** to the concurrently filed Declaration of Zachary D. Greenberg, Esq. ("Greenberg Decl."), in support of the instant Motion, hereby **ORDERS AND ADJUDGES**:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement;

2. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of class and PAGA representative actions under California law. The Settlement is hereby accepted and preliminarily approved;

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court;

4. The Settlement is not an admission by Defendant Excellence Shipping, Inc. ("Defendant") nor is an Order or finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession or liability whatsoever by or against Defendant;

5. The Court hereby confirms Aidin D. Ghavini and Zachary D. Greenberg of Starpoint, LC as Class Counsel;

6. The Court appoints Phoenix Class Action Administration Solutions ("Administrator" or "Phoenix") as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement;

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1 7. Defendant shall pay the Gross Settlement Amount of **\$175,000.00** according to the
2 terms of the Settlement Agreement;

3 8. The Net Settlement Amount means the Gross Settlement Amount minus the following:
4 (a) **\$57,750.00** allocated to Attorneys' Fees; (b) **\$11,000.00** allocated to litigation costs; (c) **\$5,000.00**
5 allocated to Settlement Administrator Costs; (d) **\$7,500.00** allocated to Plaintiff as an Enhancement
6 Award which justifies a general release of Plaintiff's claims;

7 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the amount
8 of \$57,750.00 to be paid from the Gross Settlement Amount;

9 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs not to
10 exceed \$11,000.00 to be paid from the Gross Settlement Amount;

11 (c) The Court approves payment to the Settlement Administrator for its reasonable
12 costs and fees to administer the Settlement of \$5,000.00 to be paid from the Gross
13 Settlement Amount;

14 (d) The Court approves \$7,500.00 be paid to Plaintiff as an Enhancement Award for
15 his efforts as a named plaintiff and representative for Putative Class Members and
16 Aggrieved Employees and the State of California, to be paid from the Gross Settlement
17 Amount;

18 9. Of the PAGA Allocation Amount, 75% or \$11,250.00 is allocated to the California
19 Labor and Workforce Development Agency ("LWDA"); and 25% or \$3,750.00 is allocated to the
20 Aggrieved Employees;

21 10. The "Relevant Class Period" means the time period from November 22, 2019 to June
22 12, 2025;

23 11. The "Relevant PAGA Period" means the time period from November 3, 2022 to June
24 12, 2025

25 12. The "Putative Class" means all current and former non-exempt employees who worked
26 at least one pay period for Defendant in the State of California at any time during the Relevant Class
27 Period, *i.e.*, from November 22, 2019 to June 12, 2025;

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1 13. The Court directs Defendant to deposit the Gross Settlement Amount with the
2 Settlement Administrator within 30 days of the Effective Date;

3 13. The amount of each participating Putative Class Members' Individual Settlement
4 Payment will be calculated as follows: (a) dividing the Net Settlement Amount by the total number of
5 workweeks worked by all Participating Class Members during the Relevant Class Period; and (b)
6 multiplying the result by each Participating Class Members' Workweeks.

7 13. The amount of each Aggrieved Employees' Individual Settlement Payment will be
8 calculated as follows: Twenty-five percent (25%) of the PAGA Allocation Amount shall be distributed
9 to the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods
10 worked for Defendant during the Relevant PAGA Period;

11 14. By Operation of this Order, Plaintiff, Defendant, Putative Class Members, Aggrieved
12 Employees, and the State of California (including the LWDA) shall for the relevant periods fully,
13 finally and forever release and discharge each other and the Released Parties from any and all class
14 and PAGA Released Claims, as defined in the Settlement Agreement, and shall be forever barred from
15 pursuing any such Released Claims against the Released Parties;

16 15. By operation of this Order, Plaintiff shall fully, finally, and forever release and
17 discharge Defendant and the Released Parties from any and all of Plaintiff's released claims and shall
18 be forever barred from pursuing such released claims against Defendant and the Released Parties;

19 16. The Court directs the Parties and the Settlement Administrator to carry out the terms
20 of the Settlement Agreement;

21 17. The Court approves the proposed letter attached to the Declaration of Zachary D.
22 Greenberg, Esq. as Exhibit E to be sent to all Putative Class Members and Aggrieved Employees
23 along with their respective settlement check;

24 18. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction
25 over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent
26 of the Settlement and this Order;

27 19. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
28 days of the entry of the Order; and

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21. Plaintiff shall give notice.

IT IS SO ORDERED AND ADJUDGED.

7/15/2025 By: 
Honorable Kory Mathewson