

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

LUZ HERNANDEZ, TYLER SMITH,
individually, on behalf of all others similarly
situated, the State of California and other
aggrieved employees,

Plaintiffs,

v.

UNITED GROUND EXPRESS, INC., a
corporation; and DOES 1 through 10, inclusive

Defendants.

Case No.: CIVSB2326322
Consolidated with Case Nos. CIVSB2405630
and CIVSB2410517

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. David E
Driscoll, Dept. S22]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: March 24, 2026

Time: 8:30 a.m.

Dept: S22

Complaint filed:	October 30, 2023
FAC filed:	September 11, 2024
SAC filed:	December 19, 2025
Trial date:	not set

1 The Court has before it Plaintiffs Luz Hernandez’s and Tyler Smith’s (“Plaintiffs”)
2 Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class Action Settlement, along with the accompanying papers, the
4 Class Action and PAGA Settlement Agreement and Class Notice (which is referred to here as
5 the “Settlement Agreement”), and good cause appearing, the Court hereby finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant United
11 Ground Express, Inc. (“Defendant,” and together with Plaintiffs, the “Parties”), attached to the
12 Declaration of Benjamin H. Haber in Support of Plaintiffs’ Motion for Preliminary Approval of
13 Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$1,500,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) a \$50,000.00 payment to the State of California, Labor & Workforce Development Agency
20 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act (“PAGA”), with 75% of which (\$37,500.00) being paid to the LWDA and 25%
22 (\$12,500.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
23 payments in the amount of \$15,000.00 for each Plaintiff (\$30,000.00 total); (d) Class Counsel’s
24 attorneys’ fees, not to exceed 33 1/3% of the Gross Settlement Amount (\$500,000.00), and up
25 to \$50,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
26 Settlement Administration Costs of up to \$12,950.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under the PAGA, and the class representatives' enhancement awards
14 should be finally approved as fair, reasonable and adequate as to the members of the class is
15 hereby set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all persons employed by Defendant in California and classified as an
18 hourly-paid or non-exempt employee who worked for Defendant at least one workday during
19 the Class Period in which a prior settlement agreement did not cover the claims at issue in this
20 Agreement."

21 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Luz Hernandez and Tyler Smith. The Court further preliminarily approves Plaintiffs' ability to request incentive awards as \$15,000.00 to each Plaintiff (\$30,000.00 total).

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer and Alan Wilcox of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 33 1/3% of the Total Settlement Amount (\$500,000.00), and costs not to exceed \$50,000.00.

9. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$12,950.00.

10. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

13. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 15 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and	16 court days before hearing on Motion for Final Approval;

1	Service Award to Plaintiffs	
2		_____ at _____ a.m./p.m., or
3		first available date thereafter, in Department
4	Final Approval Hearing	S22. The hearing may be continued to
5		another date without further notice to the
6		Class Members.

7 14. The Court further ORDERS that, pending further order of this Court, all proceedings
8 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

9 **IT IS SO ORDERED.**

10
11
12 DATE:

Hon. David E Driscoll
San Bernardino County Superior Court

PROOF OF SERVICE

Hernandez v. United Ground Express, Inc., et al.

CIVSB2326322

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 22, 2025, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Jonathan L. Brophy (SBN 245223)
jbrophy@seyfath.com
Heather E. Horn (SBN 318242)
hhorn@seyfarth.com
Laura Thixton
lthixton@seyfarth.com
Dana Hass
dhass@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Bailey K. Bifoss (SBN 278392)
bbifoss@seyfarth.com
Mayela McArthur
mmcarthur@seyfarth.com
SEYFARTH SHAW LLP
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

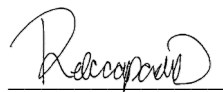
Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 22, 2025, at Los Angeles, California.



Rebecca Padilla