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

TREMAYNE RICHARDSON and VINCENT P.
CABRAL, individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

ROBERTSON'S TRANSPORT, LTD., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CIVSB2322799

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

PRELIMINARY APPROVAL HEARING:

Date: May 4, 2026
Time: 9:00 a.m.
Judge: Kory Mathewson
Dept.: R12

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
William Sung, the Declaration of Plaintiff
Richardson, and the Declaration of Plaintiff
Cabral]*

Action Filed: September 15, 2023
Trial Date: Not Set

1 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

2 The Court has before it Plaintiffs' Motion for Preliminary Approval of Class Action and
3 PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the
4 supporting Declarations of Kane Moon, William Sung, Plaintiff Tremayne Richardson ("Plaintiff
5 Richardson), and Plaintiff Vincent P. Cabral ("Plaintiff Cabral") (together with Plaintiff
6 Richardson, "Plaintiffs"), and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND**
7 **DECREEED AS FOLLOWS:**

8 1. The Court grants preliminary approval of the proposed Settlement and the
9 Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement
10 Agreement and Class Notice (the "Settlement") attached as Exhibit 1 to the Declaration of Kane
11 Moon in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
12 Settlement. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate,
13 and reasonable, and therefore, meets the requirements for preliminary approval. The Court also
14 preliminarily finds that the terms of the Settlement appear to be within the range of possible
15 approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

16 2. The Settlement falls within the range of reasonableness of a settlement which could
17 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
18 only to any objections that may be raised at the Final Approval Hearing and final approval by this
19 Court. The Court notes that Defendant Robertson's Transport, LTD. ("Defendant") (together with
20 Plaintiffs, the "Parties") agrees to create a common, non-reversionary gross fund of at least
21 \$1,400,000.00 (the "Gross Settlement Amount"), subject to an escalator clause and in addition to
22 the employer's payroll taxes owed on the wage portion of the Individual Class Payments, to cover
23 (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment
24 of not more than one-third of the Gross Settlement Amount; (c) a Class Counsel Litigation
25 Expenses Payment for reimbursement of actual litigation costs not to exceed \$30,000.00; (d) an
26 Administration Expenses Payment not to exceed \$10,900.00; (e) PAGA Penalties of \$50,000.00
27 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code
28 Sections 2698, *et seq.* ("PAGA"), and distributed as 25% (\$12,500.00) to the Aggrieved

1 Employees and 75% (\$37,500.00) to the California Labor and Workforce Development Agency
2 (the "LWDA"); and (f) Class Representative Service Payments to Plaintiffs of not more than
3 \$10,000.00 each.¹

4 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
5 reasonable to the Class Members when balanced against the probable outcome of further litigation
6 relating to class certification, liability and damages issues, and potential appeals; (2) significant
7 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
8 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
9 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
10 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
11 of serious, informed, adversarial, and arm's-length negotiations between the Parties. Accordingly,
12 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and
13 meets the requirements for preliminary approval.

14 4. A final approval hearing on the question of whether the proposed Settlement
15 Agreement, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the
16 Administration Expenses Payment, the PAGA Penalties, and the Class Representative Service
17 Payments should be finally approved as fair, reasonable, and adequate as to the members of the
18 Class is hereby set in accordance with the Implementation Schedule set forth below.

19 5. The Court preliminarily certifies, for settlement purposes only, the following class
20 (the "Class"): all persons currently or formerly employed by Defendant, either directly or through
21 any subsidiary, staffing agency, joint venture or professional employer organization, as non-
22 exempt, hourly-paid employees during the Class Period. The "Class Period" means the period
23 from November 5, 2021 to July 30, 2025. Excluded from the Class will be any Class Member who
24 opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion,
25 pursuant to the instructions provided in the Class Notice.

26
27 ¹ Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully
28 pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days
after the Effective Date. (Settlement, ¶ 4.3.)

1 6. The Court preliminarily certifies, for settlement purposes only, the following
2 individuals (the “Aggrieved Employees”): all persons currently or formerly employed by
3 Defendant, either directly or through any subsidiary, staffing agency, joint venture or professional
4 employer organization, as non-exempt, hourly-paid employees during the PAGA Period. The
5 “PAGA Period” means the period from August 14, 2022 to July 30, 2025.

6 7. The Court finds, for settlement purposes only, that the Class meets the
7 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
8 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
9 common, or of general interest, to all Class Members, which predominate over individual issues;
10 (3) Plaintiffs’ claims are typical of the claims of the Class Members; (4) Plaintiffs and Class
11 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
12 action is superior to other available methods for the fair and efficient adjudication of the
13 controversy.

14 8. Releases of Claims. Effective on the date when Defendant fully funds the entire Gross
15 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as
17 follows: (Settlement, ¶ 5.)

18 a. Released Parties. “Released Parties” means: Defendant and each of its former and present
19 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
20 successors, assigns, subsidiaries, and affiliates. (*Id.* at ¶ 1.41.)

21 b. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
23 release and discharge Released Parties from all claims, transactions, or occurrences that
24 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
25 reasonably could have been, alleged, based on the facts contained, in the Operative
26 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
27 based on facts contained in the Operative Complaint and Plaintiffs’ PAGA Notices.
28 (“Plaintiffs’ Release”) (*Id.* at ¶ 5.1.) Plaintiffs’ Release does not extend to any claims or

actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. (*Id.*) Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. (*Id.*)

1) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. (*Id.* at ¶ 5.1.1.)

c. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and claims that were alleged in the Actions or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide and maintain accurate and compliant wage statements; (6) failure to provide sick pay in accordance with the HWHFA; (7) failure to timely pay final wages at termination; (8) failure to indemnify necessary business expenses; (9) violation of Labor Code § 226.2; and (10) Unfair Competition ("Released Class Claims). (*Id.* at ¶ 5.2.)

d. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents,

attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notices, arising during the PAGA Period, including claims for civil penalties for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide and maintain accurate and compliant wage statements; (6) failure to provide sick pay in accordance with the HWHFA; (7) failure to timely pay final wages at termination; (8) failure to indemnify necessary business expenses; and (9) violation of Labor Code § 226.2. ("Released PAGA Claims"). (*Id.* at ¶ 5.3.)

9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and definitions as set forth in the Settlement Agreement.

10. The Court appoints, for settlement purposes only, Plaintiffs as the Class Representatives. The Court approves, on a preliminary basis, a Class Representative Service Payment from the Gross Settlement Amount of up to \$10,000.00 to each Plaintiff, in addition to the amount Plaintiffs are eligible to receive as Class Members, for initiating the Actions and providing services in support of the Actions. To the extent the final amount awarded is less than the amount requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints, for settlement purposes only, Plaintiffs' Counsel Moon Law Group, PC and Justice for Workers, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as reimbursement for actual costs not to exceed \$30,000.00. To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

12. The Court appoints Atticus Administration, LLC as the Administrator with

1 payment from the Gross Settlement Amount for reasonable administration costs not to exceed
2 \$10,900.00, except upon a showing of good cause and as approved by the Court. To the extent
3 administration costs are less, the remainder will be allocated to the Net Settlement Amount for
4 distribution to Participating Class Members.

5 13. The Administrator shall perform services and duties as provided for in the
6 Settlement Agreement, including, but not limited to, mailing the Class Notice via first-class U.S.
7 Mail. Class Members shall not be required to submit a claim form in order to receive individual
8 settlement payments.

9 14. The Court approves, as to form and content, the *Court-Approved Notice of Class*
10 *Action Settlement and Hearing Date for Final Court Approval* (the "Class Notice") attached hereto
11 as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan
12 for distribution of the Class Notice satisfies due process, provides the best notice practicable under
13 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

14 15. The obligations set forth in the Settlement Agreement are deemed part of this
15 Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the
16 Settlement Agreement according to its terms and provisions.

17 16. The Court orders the following Implementation Schedule:

18 Defendants to provide the Administrator 19 with the Class Data	Within 14 calendar days after entry of preliminary approval
20 Administrator to mail the Class Notice	Within 14 calendar days after receiving 21 the Class Data
22 Response and Opt-Out Deadline	Within 45 calendar days after mailing 23 (plus an additional 14 calendar days for any re-mailed Class Notices)
24 Final Approval Motion Filing Deadline	At least 16 court days before the Final 25 Approval Hearing
26 Final Approval Hearing	9/16/2026, 9AM, R-12

27 17. The Court reserves the right to continue the date of the Final Approval Hearing without
28

1 further notice to Class Members.

2 18. The Court further orders that, pending further order of this Court, all proceedings in this
3 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

4 19. The Settlement Agreement is preliminarily approved but is not an admission by
5 Defendants of the validity of any claims in this class action, or of any wrongdoing by Defendants or
6 of any violation of law. Neither the Settlement Agreement nor any related document shall be offered
7 or received in evidence in any civil, criminal, or administrative action or proceeding other than as
8 may be necessary to consummate or enforce the Settlement Agreement.

9 **IT IS SO ORDERED.**

10 DATED: 5/4/2024


The Honorable Kory Mathewson
Judge of the Superior Court, San Bernardino County