

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

AUG - 5 2024

BY Jennifer Medina  
JENNIFER MEDINA, DEPUTY

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8

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

11 NANCY VALLE, individually, and on behalf of  
12 all others similarly situated,

13 Plaintiff,

14 vs.

15 SHIPMONK, INC., a Delaware corporation;  
PARTNERS PERSONNEL – MANAGEMENT  
16 SERVICES, LLC, a limited liability company; and  
DOES 1 through 10, inclusive,  
17

18 Defendants.  
19

Case No.: CIVSB2131794

[Honorable Gilbert Ochoa, Department S24]

~~PROPOSED~~ **ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT  
AGREEMENT**

[Filed with Plaintiffs' Notice of Motion and  
Motion for Preliminary Approval,  
Declaration of Kane Moon, Declaration of  
Plaintiff Nancy Valle, Declaration of Plaintiff  
Albert Ruben Fierro, Declaration of Plaintiff  
John Rodriguez, and [Proposed] Order]

PRELIMINARY APPROVAL HEARING

Date: August 5, 2024

Time: 8:30 a.m.

Dept: S24

Complaint Filed: November 10, 2021

Trial Date: Not set

1           The Court has before it the unopposed Motion for Preliminary Approval of Class and PAGA  
2 Action Settlement Agreement (“Motion”) of Plaintiffs Nancy Valle, Albert Ruben Fierro, and John  
3 Rodriguez (“Plaintiffs”). Having reviewed the Notice of Motion, Motion, Declaration of Kane Moon,  
4 Declaration of Plaintiff Nancy Valle, Declaration of Plaintiff Albert Ruben Fierro, Declaration of  
5 Plaintiff John Rodriguez, and Joint Stipulation of Class and PAGA Action Settlement Agreement  
6 (“Settlement,” or “Settlement Agreement”) between Plaintiffs and Defendants Bedabox, LLC  
7 (“Bedabox”) and Partners Personnel—Management Services, LLC (“Defendants”), and good cause  
8 appearing, **THE COURT HEREBY ORDERS AS FOLLOWS:**

9           1.       The Settlement, which is attached to the Declaration of Kane Moon in Support of  
10 Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Action Settlement Agreement as  
11 **Exhibit 3**, appears to meet the requirements for preliminary approval under California Code of Civil  
12 Procedure section 382 because it appears to be fair, adequate, and reasonable. The Settlement appears  
13 to be fair, adequate, and reasonable because it is the result of good faith, non-collusive negotiations  
14 between Plaintiffs and Defendants (the “Parties”), as well as significant discovery and analysis, which  
15 enabled the Parties to intelligently evaluate, litigate, and mediate the allegations. The Settlement also  
16 appears to be fair, adequate, and reasonable because it obviates the need for further litigation, including  
17 litigation related to class certification, liability, and damages issues; and the substantial costs, delay,  
18 and risks associated with such litigation.

19           2.       The Settlement states that Defendants promise to pay a Gross Settlement Amount of  
20 \$475,000.00 and that the Gross Settlement Amount will be used to pay the Individual Class Payments  
21 to Participating Class Members; PAGA Penalties in the amount of \$40,000.00, with 75% (\$30,000.00)  
22 allocated to the LWDA PAGA Payment, and 25% (\$10,000.00) allocated to the Individual PAGA  
23 Payments; Class Counsel Fees Payment, which is not to exceed one-third of the Gross Settlement  
24 Amount, or \$158,333.33; Class Counsel Expenses Payment, which is not to exceed \$23,000.00; the  
25 Class Representative Service Payments, which are not to exceed \$10,000.00; and the Administration  
26 Expenses Payment, which is not to exceed \$21,900.00. *Settlement*, ¶ 3.2. These terms appear to fall  
27 within the range of reasonableness of a settlement which could ultimately be granted final approval by  
28 this Court.

1           3.       The Class includes all non-exempt employees of Bedabox who worked in California at  
2 any time from November 10, 2017, through the date the Court grants preliminary approval of the  
3 Settlement, excluding those that released any Defendant from the Released Class Claims in a general  
4 release of claims or as a result of a settlement reached in any other matter. *Settlement*, ¶ 1.6. The Class  
5 is provisionally certified for settlement purposes only because it appears to meet the following  
6 requirements for certification under California Code of Civil Procedure section 382: (1) the Class is  
7 ascertainable and so numerous that joinder is impractical; (2) there are common questions of law and  
8 fact among all Class Members, which predominate over any individual issues; (3) Plaintiffs' claims are  
9 typical of the claims of the Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately  
10 protect the interests of the Class Members; and (5) a class action is superior to other available methods  
11 for the fair and efficient adjudication of the controversy. The Court notes that Class Members who do  
12 not request exclusion from the Settlement may object thereto and raise their objections at the Final  
13 Fairness Hearing on the Settlement.

14           4.       Aggrieved Employees include all non-exempt employees of Defendants who worked  
15 for Bedabox, or at any Bedabox location, in California in the period from November 6, 2020, through  
16 the date the Court grants preliminary approval of the Settlement. *Settlement*, ¶ 1.5. The Aggrieved  
17 Employees are provisionally approved for settlement purposes only.

18           5.       Effective on the date Defendants fully fund the Gross Settlement Amount and all  
19 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,  
20 Participating Class Members, and Aggrieved Employees, regardless of whether they are Participating  
21 Class Members, will release claims in accordance with the terms of the Settlement and as reproduced  
22 here:

- 23           a.       **Released Parties** means Defendants and each of their past, present, or future  
24 successors and predecessors in interest, subsidiaries, affiliates, parents, and  
25 other related entities, and each of their past, present, and future owners,  
26 shareholders, founders and members, principals, agents (including, without  
27 limitation, any investment bankers, accountants, insurers, reinsurers, auditors,  
28 underwriters, attorneys, and any past, present or future officers, directors, and

1 employees), heirs, executors, administrators, and assigns, and all persons acting  
2 by, through, under, or in concert with any of them. *Settlement*, ¶ 1.45.

3 b. **Released Class Claims** means (i) all claims during the Class Period that were  
4 alleged, or which could have been asserted based on the facts, circumstances, or  
5 claims asserted in the Operative Complaint or Amended PAGA Notice,  
6 including but not limited to, any and all claims involving any alleged (a) failure  
7 to pay all minimum wages; (b) failure to pay overtime compensation; (c) failure  
8 to provide meal periods, or premium pay for non-compliant meal periods; (d)  
9 failure to authorize and permit rest periods, or premium pay for non-compliant  
10 rest periods; (e) failure to issue accurate, itemized wage statements and  
11 maintain payroll records; (f) failure to pay all wages due upon separation of  
12 employment; (g) failure to reimburse necessary business expenses; (h) failure to  
13 properly calculate or pay the regular rate of pay; (i) failure to adopt a compliant  
14 alternative workweek schedule; (j) all claims under California Business and  
15 Professions Code sections 17200 for unfair business practices that could have  
16 been premised on the facts, claims, causes of action or legal theories described  
17 above; (k) violation of or claims under the following sections of the California  
18 Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510,  
19 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (l) violation  
20 of the California Industrial Wage Orders that could have been premised on the  
21 facts, claims, causes of action or legal theories described above, as well as any  
22 potential penalties, interest or attorneys' fees associated with all of such causes  
23 of action under California law. *Settlement*, ¶ 5.2.

24 c. **Released PAGA Claims** means all civil penalties under PAGA arising during  
25 the PAGA Period based on the facts or claims alleged, or which could have  
26 been asserted based on the facts, circumstances, or claims asserted in, the  
27 Operative Complaint or Amended PAGA Notice. *Settlement*, ¶ 5.3.  
28



- 1 d. **Plaintiffs' Released Claims** means, in addition to the claims being released by  
2 all Participating Class Members and Aggrieved Employees, and as a condition  
3 of receiving the Class Representative Service Payments, any and all claims,  
4 demands, rights, liabilities, obligations, guarantees, penalties, costs, expenses,  
5 attorneys' fees, damages, liquidated damages, actions, causes of action,  
6 transactions, or occurrences of any kind or nature, whether known or unknown,  
7 contingent or accrued, of every nature and description that occurred at any time  
8 up to and through the Effective Date. *Settlement*, ¶ 5.1.
- 9 c. **Funding of Maximum Settlement Amount:** No later than thirty (30) days  
10 after the Effective Date, Defendants shall fully fund the Gross Settlement  
11 Amount and the amounts necessary to fully pay the Employer's Payroll Taxes  
12 by transmitting the funds to the Administrator. *Settlement*, ¶ 4.4.
- 13 f. **Effective Date** means the date by when both of the following have occurred: (a)  
14 the Court enters a Judgment on its Order Granting Final Approval of the  
15 Settlement on the terms set forth therein; and (b) the Judgment is final.  
16 *Settlement*, ¶ 1.20. The Judgment is final as of the latest of the following  
17 occurrences: (a) If no objections to the Settlement are made, the day the Court  
18 enters Judgment; or (b) if one or more objections to the Settlement are made  
19 and not withdrawn, (i) the day after the deadline for filing or noticing a notice  
20 of appeal from the Judgment has lapsed without any appeal being noticed or  
21 filed; or (ii) if a timely appeal from the Judgment is filed, the day after the  
22 appellate court affirms the Judgment and issues a remittitur, with any time to  
23 seek reconsideration or further review lapsed. *Id.*

24 6. For settlement purposes only, the Class Representatives appointed for this matter are  
25 Plaintiffs Nancy Valle, Albert Ruben Fierro, and John Rodriguez.

26 7. The Class Representative Service Payments, which are not to exceed \$10,000.00, are  
27 preliminarily approved. *Settlement*, ¶ 3.2.1.  
28

1 8. For settlement purposes only, Class Counsel appointed for this matter is Moon Law  
2 Group, P.C.

3 9. The Class Counsel Fees Payment, which is not to exceed \$158,333.33, and Class  
4 Counsel Expenses Payment, which is not to exceed \$23,000.00, are preliminarily approved. *Settlement*,  
5 ¶ 3.2.2.

6 10. For settlement purposes only, the Administrator appointed for this matter is APEX  
7 Class Action Administration.

8 11. The Administration Expenses Payment, which is not to exceed \$21,900.00, is  
9 preliminarily approved. *Settlement*, ¶ 3.2.3.

10 12. For settlement purposes only, the Notice Packet to be sent to Class Members, as to  
11 form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Notice  
12 Packet to Class Members satisfies Due Process, provides the best notice practicable under the  
13 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class  
14 Notice is attached to the Settlement as Exhibit A.

15 13. A Final Fairness Hearing on the question of whether the Settlement terms, including the  
16 Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service  
17 Payments, should be finally approved as fair, adequate, and reasonable as to the Participating Class  
18 Members, is hereby set in accordance with the following Implementation Schedule:

19 Defendants to provide Class Data to the 20 Administrator	Within forty-five (45) calendar days after the Court grants Preliminary Approval of the Settlement
21 Administrator to mail the Notice Packets by 22 First Class Mail	Within fourteen (14) calendar days after the Administrator receives the Class Data
23 Response Deadline	Forty-five (45) calendar days after the date the Class Notice is mailed to Class 24 Members via First-Class U.S. Mail
25 Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Fairness Hearing
26 Final Fairness Hearing	<u>December 11</u> 2024 at <u>9:00pm</u> 27 in Department 24 of the San Bernardino 28 County Superior Court

1           14.     If any of the dates in the above schedule fall on a weekend, or bank or court holiday,  
2 the time to act shall be extended to the next business day.

3           15.     To facilitate the administration of the Settlement pending Final Approval, the Court  
4 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or  
5 administrative proceedings, including filing claims with the Division of Labor Standards  
6 Enforcement of the California Department of Industrial Relations, regarding claims released by the  
7 Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the  
8 Administrator and the time for filing claims with the Administrator has lapsed.

9           16.     Pending further order of this Court, all proceedings in the Action, except those  
10 contemplated herein and in the Settlement, are stayed.

11           17.     The Settlement is preliminarily approved but is not an admission by Defendants of the  
12 validity of any claims in the Action, or of any wrongdoing or violation of law by Defendants.

13           18.     Neither the Settlement nor any related document shall be offered or received in  
14 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as  
15 may be necessary to consummate or enforce the Settlement.

16           19.     The obligations set forth in the Settlement are deemed part of this Order. The Parties  
17 are to carry out the Settlement in accordance with its terms.

18           **IT IS SO ORDERED.**

19           AUG - 5 2024

20           DATE: \_\_\_\_\_



21           Honorable ~~Gilbert Ochoa~~ CARLOS M. CABRERA, Judge  
22           Judge of the San Bernardino County Superior Court