

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JOSEPH SILVEIRA AMARAL JR. and
MIZZELL AUSAR TRAMMELL, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

MINGHUA MEXICO CALIFORNIA, INC.;
AEROTEK, INC.; INVO PEO, INC. III;
HUMAN BEES, INC.; and DOES 1 through
20, inclusive,

Defendants.

Case No. 22CV394492

*Assigned for All Purposes to:
Hon. Theodore C. Zayner
Department 19*

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

1 WHEREAS, the above-entitled action is pending before this Court as a putative class and
2 representative action (the “Action”)

3 WHEREAS, Plaintiffs Joseph Amaral, Jr. and Mizzell Trammell (collectively, “Plaintiffs”),
4 individually and on behalf of all others similarly situated and on behalf of the general public have applied
5 to this Court for an order preliminarily approving the settlement of the Action in accordance with the Class
6 Action and PAGA Settlement Agreement (the “Settlement” or “Agreement”) entered into by Plaintiffs
7 and Defendants Minghua Mexico California, Inc., Human Bees, Inc., and Invo PEO, Inc. III (collectively,
8 “Defendants”) which sets forth the terms and conditions for a proposed settlement; and

9 WHEREAS, the Court has read and considered Plaintiffs’ Motion for Preliminary Approval of
10 Class Action and PAGA Settlement.

11 NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,
12 ADJUDGED, AND DECREED THAT:

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

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

24 3. With respect to the Class and for purposes of proceeding pursuant to California Code of
25 Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that (a)
26 Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
27 (b) there are questions of law and fact common to the Class that predominate over any questions affecting
28 only individual Class Members; (c) Plaintiffs’ claims are typical of the Class’ claims; (d) class

1 certification is a superior method for implementing the Settlement and adjudicating this Action in a fair
2 and efficient manner; (e) the Class Representatives can fairly and adequately protect the Class' interests;
3 and (f) Class Counsel are qualified to serve as counsel for the Class.

4 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
5 conditionally certifies the class for settlement purposes only. The Class is defined as all persons currently or
6 formerly employed by Defendant and performed work at Minghua Mexico California, Inc. and/or its
7 predecessor, Minghua California, LLC as a non-exempt hourly employee in the State of California at any
8 time from January 1, 2018 through the date the Court's entry of a Preliminary Approval Order or the date
9 the number of Workweeks reaches 23,335.

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

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

21 7. The Court hereby preliminarily approves the definition and disposition of the Gross
22 Settlement Amount and the Net Settlement Amount as provided for in the Settlement, subject to modification
23 at final approval.

24 8. The Court hereby preliminarily approves the Class Counsel Fees Payment of up to one-third
25 (1/3) of the Gross Settlement Amount, a Class Counsel Litigation Expenses Payment not to exceed
26 \$20,000.00, Class Representative Service Payments of up to \$10,000.00 to Plaintiff Nahmer Mangham
27 and Plaintiff Jeoffrey Maldonado, and PAGA Penalties in the amount of \$16,000, subject to final approval.
28

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

5 10. The Court hereby appoints Apex Class Action Administration as the Settlement
6 Administrator and preliminarily approves an Administrator Expenses Payment not to exceed \$11,290, which
7 shall be paid from the Gross Settlement Amount. The Settlement Administrator is directed to mail or cause
8 to be mailed the Class Notice to Class Members using the procedures set forth in the Settlement Agreement.

9 11. Any Class Member may choose to opt-out of and be excluded from the Class as provided in
10 the Class Notice. Any Class Member who submits a valid and timely Request for Exclusion will not be
11 entitled to an Individual Class Payment, and will not be bound by the class portion of the Settlement, or have
12 any right to object, appeal or comment thereon. Any Class Member who does not submit a valid and timely
13 Request for Exclusion shall be a Participating Class Member and will be bound by all determinations of the
14 Court, the Settlement, and the Final Judgment. Aggrieved Employees cannot opt-out or be excluded from
15 the Release by Aggrieved Employees of PAGA claims. Any Request for Exclusion by a Settlement Class
16 Member will have no effect on the PAGA portion of the settlement.

17 12. A Final Fairness and Approval Hearing shall be held before this Court on September 24,
18 2025 at 1:30 p.m. in Department 19 of the Superior Court for the State of California, County of Santa Clara,
19 located at 161 North First Street, San Jose, California 95113. All papers in support of final approval and
20 related awards for fees, costs, and the Class Representative Service Payments must be filed and served at
21 least 16 court days before the final approval hearing.

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

27 14. The Settlement is not a concession or admission, and shall not be used against the Released
28 Parties, as an admission or indication with respect to any claim of any fault or omission by the Released

1 Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document,
2 statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
3 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a
4 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
5 concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing
6 the Settlement once it receives final approval.

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

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

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

16 18. Pursuant to California Code of Civil Procedure § 664.6 and rule 3.769(h) of the California
17 Rules of Court, the Court shall retain continuing jurisdiction over the Action and the Parties to interpret,
18 enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

19 **IT IS SO ORDERED.**

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21 Dated: April 4, 2025



24 Hon. Theodore C. Zayner
25 Judge of the Superior Court