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7 Attorneys for Plaintiff MARIO HARO,
individually, and on behalf of all others
8 similarly situated and aggrieved

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 MARIO HARO, an individual, on behalf of
13 himself and all others similarly situated and
aggrieved,

14 Plaintiff,

15 vs.

16 RTS HOLDINGS, LLC DBA ROADONE
17 INTERMODALOGISTICS and also CROWN
INTERMODALOGISTICS, a Delaware
18 Limited Liability Company; ROADONE
INTERMODALOGISTICS, LLC, a Delaware
19 Limited Liability Company; and DOES 1 to
10, inclusive,

20 Defendants.

Case No.: 24STCV06392

[Assigned for all purposes to the Hon. Elaine Lu,
Dept. SS9]

**NOTICE OF MINUTE ORDER AND
RULING REGARDING HEARING ON
MOTION FOR PRELIMINARY APPROVAL**

Date: December 16, 2025
Time: 8:30 a.m.
Dept.: SS9

Action Filed: March 14, 2024

1 **TO ALL PARTIES, THEIR ATTORNEYS OF RECORD, AND THE HONORABLE COURT:**

2 **PLEASE TAKE NOTICE** that the Court's Minute Order dated August 20, 2025, attached hereto
3 as **Exhibit 1**, set the Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval
4 for December 16, 2025 at 8:30 a.m. in Department SS9 before the Honorable Elaine Lu, located at the Los
5 Angeles Superior Courthouse, at 312 North Spring Street, Los Angeles, California 90012. Counsel for all
6 parties are ordered to appear.

7 **PLEASE TAKE FURTHER NOTICE THAT** the Court also entered the Ruling Re: Motion for
8 Preliminary Approval of Class Action Settlement dated August 20, 2025, attached hereto as **Exhibit 2**.

9 **PLEASE TAKE FURTHER NOTICE THAT** the Court's Minute Order ordered as follows:

10 1. The Motion for Final Approval of Class Action Settlement Hearing is set for January 13,
11 2026 at 10:00 a.m. in Department SS9 before the Honorable Elaine Lu, located at the Los Angeles
12 Superior Courthouse, at 312 North Spring Street, Los Angeles, California 90012. Counsel for all parties
13 are ordered to appear;

14 2. The Parties' Motion for Final Approval of Class Action Settlement must be filed and
15 served by December 9, 2025;

16 3. Finally, Plaintiff was ordered to give notice.

17
18
19 By: 

20 Carney R. Shegerian
21 Anthony Nguyen
22 Erik Dos Santos

23
24
25
26
27
28 Attorney for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV06392

MARIO HARO, vs RTS HOLDINGS, LLC, et al.

August 20, 2025

10:00 AM

Judge: Honorable Elaine Lu
Judicial Assistant: R. Arraiga
Courtroom Assistant: R. Sims

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement;

The matter is NOT called for hearing.

The Court's tentative ruling was posted on the Los Angeles Superior Court's website under "Civil Tentative Rulings" this date.

Prior to the matter being called for hearing, the parties submitted to the Court's tentative ruling and informed the Judicial Assistant that the Proof of Service to the LWDA would be filed by 1:00 PM, Today. The parties provided a filing date of 12/09/2025 for the Motion for Final Approval via LA Court Connect this date.

LATER:

The Court receives and reviews the SUPPLEMENTAL DECLARATION OF ERIK DOS SANTOS RE SUBMISSION OF SETTLEMENT AGREEMENT TO LWDA IN SUPPORT OF PLAINTIFFS UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT filed by Plaintiff at 10:53 AM, Today.

The Court calculates the future dates pertaining to the motion based upon the parties' filing date and modifies its tentative accordingly.

The Court now adopts its modified tentative **RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** as the final order of the court. Said ruling is filed this date and is incorporated into the case file.

The Court's ruling is as follows:

The Notice of Unopposed Motion for Preliminary Approval of Class Action Settlement filed by Mario Haro, on 06/27/2025 is Granted.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV06392

MARIO HARO, vs RTS HOLDINGS, LLC, et al.

August 20, 2025

10:00 AM

Judge: Honorable Elaine Lu
Judicial Assistant: R. Arraiga
Courtroom Assistant: R. Sims

CSR: None
ERM: None
Deputy Sheriff: None

The motion is **GRANTED** as the settlement is fair, adequate, and reasonable.

The Parties' Motion for Final Approval of Class Action Settlement must be filed and served by **12/09/2025**.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

If the motion is **NOT** filed and served by said date, subsequently an Order to Show Cause Re: Sanctions hearing may be set.

A Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval is scheduled for 12/16/2025 at 08:30 AM in Department 9 at Spring Street Courthouse.

A Hearing on Motion for Final Approval of Settlement is scheduled for 01/13/2026 at 10:00 AM in Department 9 at Spring Street Courthouse.

The Judicial Assistant hereby gives electronic notice via Case Anywhere to Counsel for Plaintiff who is ordered to give formal notice to all other parties and file proof of service of such within five (5) days.

Clerk's Certificate of Service by Electronic Notification is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	FOR COURT USE ONLY
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 08/20/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u> R. Arraiga </u> Deputy
PLAINTIFF(S)/PETITIONER(S): Mario Haro,	
DEFENDANT(S)/RESPONDENT(S): RTS Holdings, LLC, et al.	
CLERK'S CERTIFICATE OF SERVICE BY ELECTRONIC NOTIFICATION	CASE NUMBER: 24STCV06392

I, David W. Slayton, Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein and that on this date I served the

Minute Order () entered herein on 08/20/2025

Additional documents

RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

upon each party or counsel of record in the above entitled action by electronic notification on Case Anywhere at www.caseanywhere.com on 08/20/2025 in accordance with standard court practices.

The electronic transmission originated from the Superior Court of California, County of Los Angeles email address DoNotReply@lacourt.org at the Spring Street Courthouse, 312 North Spring Street, in Los Angeles, California.

Dated: 08/20/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga
Deputy Clerk

CLERK'S CERTIFICATE OF SERVICE BY ELECTRONIC NOTIFICATION

EXHIBIT 2

08/20/2025

David W. Slayton, Executive Officer / Clerk of Court

R. Arraiga Deputy

RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Mario Haro v. RTS Holdings, LLC, et al.

Case No.: 24STCV06392

Department SSC-9

Hon. Elaine Lu

Hearing: August 20, 2025

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **\$178,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount ("Net") is the GSA minus the following:
 - Up to **\$59,333.33** (33 1/3%) for attorney fees (¶3.2.2);
 - Up to **\$15,000** for litigation costs (*ibid.*);
 - Up to **\$5,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Up to **\$6,000** for settlement administration costs (¶3.2.3); and
 - Payment of **\$17,800** PAGA penalty (75% or \$13,350 to the LWDA; and 25% or \$4,450 to the Aggrieved Employees). (¶3.2.5)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **December 9, 2025**, and will be heard on **January 13, 2026, 10:00 a.m., in Department 9**. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement is set for December 16, 2025, 8:30 a.m., Department 9.

This will serve as the Court's order and ruling on the Parties' Motion for Preliminary Approval of Class Action Settlement. The Court declines to sign the Parties' proposed order lodged on August 20, 2025.

BACKGROUND

Plaintiff Mario Haro sues his former employer, Defendants RTS Holdings, LLC, RoadOne IntermodaLogistics, LLC, and Crown IntermodaLogistics (collectively, "Defendants"), for alleged wage and hour violations. Plaintiff seeks to represent a class of Defendants' current and former non-exempt employees.

On March 14, 2024, Plaintiff filed a class action complaint against Defendant alleging causes of action for: (1) Failure To Pay Minimum Wages; (2) Failure To Furnish Timely And Accurate Wage Statements; (3) Failure To Maintain Required Records; (4) Unlawful Deduction From Wages; (5) Failure To Reimburse Necessary, Business-Related Expenses; (6) Failure To Pay All Wages Owed Upon Separation; (7) Violation Of California's Unfair Competition Law ("UCL"), Bus. & Prof. Code §§ 17200; et seq.; and (8) Civil Penalties For Violations Of Labor Code, Pursuant To California's Private Attorneys General Act ("PAGA"), §§ 2698, et seq.

On February 20, 2025, the parties attended a mediation session with Brian C. Walsh (Ret.), which ultimately resulted in settlement. The terms are finalized in a long-form *Class Action and PAGA Settlement Agreement* ("Settlement Agreement"), the final version of which is attached to the Further Supplemental Declaration of Erik Dos Santos ("Dos Santos Decl.") filed on August 20, 2025 as Exhibit A.

Now before the Court is the Motion for Preliminary Approval of the Settlement.

SETTLEMENT CLASS DEFINITION

- "Class" means all persons employed by Defendants in California and classified as an hourly, non-exempt driver who worked for Defendants during the Class Period. (¶1.5)
- "Class Period" means the period from March 14, 2020 to June 30, 2025. (¶1.12)

- “Aggrieved Employee” means a person employed by Defendant RTS Holdings, LLC in California and classified as an hourly, non-exempt employee who worked for Defendants during the PAGA Period. (¶1.4)
- “PAGA Period” means the period from January 9, 2023 to June 30, 2025. (¶1.31)
- “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.35)
- Class Size Estimates: Based on its records, Defendants estimate that, as of the date of mediation, (1) there were 214 Class Members and 19,568 total workweeks during the Class Period; and (2) there were 174 Aggrieved Employees who were employed 4,766 pay periods during the PAGA Period. (¶18)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$178,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount (“Net”) (**\$74,866.67**) is the GSA minus the following:
 - Up to **\$59,333.33** (33 1/3%) for attorney fees (¶3.2.2);
 - Up to **\$15,000** for litigation costs (*ibid.*);
 - Up to **\$5,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Up to **\$6,000** for settlement administration costs (¶3.2.3); and
 - Payment of **\$17,800** PAGA penalty (75% or \$13,350 to the LWDA; and 25% or \$4,450 to the Aggrieved Employees). (¶3.2.5)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Class Member will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks of all Participating Class Members worked during the Class Period and (b) multiplying the result by each Participating Class Member’s number of Workweeks. (¶3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2)
 - PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$4,450 by the total number of Workweeks of all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Workweeks of each Aggrieved Employee during the PAGA Period. (¶3.2.5.1)
 - Tax Allocation: Each Participating Class Member’s Individual Class Payments will be allocated as follows: 10% as wages, 90% as interest and penalties. (¶3.2.4.1) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.2.5.2)

- Response Deadline: “Response Deadline” means 45 calendar days after the Administrator mails the Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Any Class Member to whom a Class Notice must be re-mailed after having been returned to the Administrator as undeliverable shall have an additional 14 calendar days beyond the expiration of the Response Deadline. (¶1.43)
 - If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement at its sole discretion. (¶9)
- Funding of Settlement: Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes for the wage portion of the settlement by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Court grants final approval of the Settlement, on the condition that the administrator has provided such amounts to Defendants, and if the Administrator fails to do so, within 21 days of their providing such calculations, if after the 70th day. (¶4.3)
- Disbursement: Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.4)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶4.4.3)
- The settlement administrator will be Apex Class Action. (¶1.2)
- Notice of Final Judgment will be posted on the Settlement Administrator’s website. (¶7.8.1)
- The proposed Settlement Agreement was submitted to the LWDA on **???, 2025**.
- Participating class members and the named Plaintiff will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm’s-length bargaining? On February 20, 2025, the parties attended a mediation session with Brian C. Walsh (Ret.), which ultimately resulted in settlement. (Dos Santos Decl. ¶¶22-25.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that as part of the agreement to mediate, the parties agreed to an exchange of information and documents informally and had already exchanged informal discovery in this action. Defendants produced thousands of pages of responsive documents including a sample of the time and pay records for over 220 non-exempt employees in the Class and policies. Defendants also provided Plaintiff’s time and pay records, and personnel files. (*Id.* at ¶35.)

3. Is counsel experienced in similar litigation? Yes, Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶14.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, (“Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.”).

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff’s case. “The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure
Wage Statement Penalties	\$528,000.00
Waiting Time Penalties	\$492,480.00
Reimbursement	\$102,706.00
Off the Clock Wages Owed	\$360,450.00
PAGA Penalties	\$1,100,200.00
Total	\$2,583,836.00

(Dos Santos Decl. ¶¶41-55.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”).)

4. Amount offered in settlement. Plaintiff's counsel estimated Defendants' maximum damages at \$2,583,836. Plaintiff's counsel obtained a \$178,000 non-reversionary settlement. This is approximately 6.9% of Plaintiff's potential maximum recovery which, given the uncertain outcomes, is within the "ballpark" of reasonableness.

The settlement amount, if reduced by the requested deductions, leaves approximately \$74,866.67 to be divided among approximately 220 class members. Assuming full participation, the resulting payments will average approximately \$340.30 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement is preliminarily deemed "fair, adequate, and reasonable."

3. Scope of the release

Releases of Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the wage portion of the individual class payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶15)

- Release by Participating Class Members: As of the date of the funding of the settlement after final approval by the Court, all Settlement Class members who have not validly opted-out will fully and finally release the Released Parties from any and all Class Released Claims. The "Class Released Claims" include all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including, but not limited to: failure to pay minimum wages, reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; timely payment of wages due; wage statement penalties; and unfair business practices. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶15.2)
- Release by Aggrieved Employees: Settlement Class members who were employed by Defendant at any time from the PAGA Period through the present ("Aggrieved Employees"), regardless of whether they opt-out of the settlement, will also release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA notice, dated November 15, 2023 (the "PAGA Released Claims"). (¶15.3)

- “PAGA Notice” means Plaintiff’s November 14, 2023, Notice of Labor Code Violations notice(s) to Defendants, and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). (¶1.33)
- “Released Parties” means: Defendants and each of their former and present parents, subsidiaries, affiliates, predecessors or successors, including but not limited to RTS Holdings, LLC, RoadOne IntermodaLogistics, LLC, and Crown IntermodaLogistics, and all agents, employees, officers, directors and attorneys thereof. (¶1.41)
- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶5.1.1)

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 220 class members. (Dos Santos Decl. ¶37.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant’s records. (Dos Santos Decl. ¶37.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, Plaintiff alleges that common issues of fact and law predominate as to each of the claims Plaintiff alleges on behalf of the Class because this action concerns Plaintiff’s allegations that Defendants’ common policies and practices failed to pay minimum wages; failed to furnish timely and accurate wage statements; failed to maintain required records; unlawfully deducted from Class Members’ wages; failed to reimburse necessary, business-related expenses, and failed to pay Class Members all wages owed in a timely fashion upon separation from their employment, and Plaintiff alleges that all are united in their proof. (Memo ISO Prelim at 18:24-19:11.)

As to typicality, Plaintiff alleges that his claims are typical of the Class because Plaintiff, like all Class Members, was subjected to the same allegedly noncompliant practices that were applicable throughout the Class Period. Plaintiff further alleges that he is part of the class he seeks to represent, and he worked similar numbers of hours and types of shifts to those worked by the other Class Members during the Class Period. (*Id.* at 19:12-14.)

As to adequacy, Plaintiff represents that he is aware of the duties and risks of serving as class representative and has participated in the litigation. (Declaration of Mario Haro ¶¶9-32.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified since the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English and Spanish. (¶1.11)

2. Method of class notice.

Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation. Before mailing Class Notices, the Administrator shall update Class Member addresses using both the National Change of Address database and an Accurant or substantially similar skip trace method. (¶7.4.2)

Not later than three (3) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3)

The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. (¶7.4.4)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$6,000**. Prior to the time of the final fairness hearing, the administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$59,333.33** (33 1/3%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **\$15,000**) by detailing how they were incurred.

7. Incentive Award

The Settlement Agreement provides for an enhancement award of up to **\$5,000** to the named Plaintiff. In connection with the final fairness hearing, named Plaintiffs each must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.

CONCLUSION AND ORDER

The Parties’ Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount (“GSA”) is **\$178,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount (“Net”) is the GSA minus the following:
 - Up to **\$59,333.33** (33 1/3%) for attorney fees (¶3.2.2);
 - Up to **\$15,000** for litigation costs (*ibid.*);
 - Up to **\$5,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Up to **\$6,000** for settlement administration costs (¶3.2.3); and
 - Payment of **\$17,800** PAGA penalty (75% or \$13,350 to the LWDA; and 25% or \$4,450 to the Aggrieved Employees). (¶3.2.5)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- Plaintiffs shall release Defendants from claims described herein.

The Parties’ Motion for Final Approval of Class Action Settlement must be filed by **December 9, 2025**, and will be heard on **January 13, 2026, 10:00 a.m., in Department 9**. *Failure to file the Parties’ Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court’s first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties’ Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement is set for December 16, 2025, 8:30 a.m., Department 9.

This will serve as the Court's order and ruling on the Parties' Motion for Preliminary Approval of Class Action Settlement. The Court declines to sign the Parties' proposed order lodged on August 20, 2025.

The Judicial Assistant to give notice to Plaintiff who is ordered to give formal notice to all other parties and file proof of service of such within five (5) days.

IT IS SO ORDERED.

DATED: August 20, 2025



A handwritten signature in cursive script that reads "Elaine Lu".

Elaine Lu
Judge of the Superior Court
Elaine Lu / Judge

2 PROOF OF SERVICE

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action; my business address is 11520 San Vicente Boulevard, Los Angeles,
6 California 90049.

7 On August 21, 2025, I served the foregoing document, described as **NOTICE OF MINUTE ORDER
8 AND RULING REGARDING HEARING ON MOTION FOR PRELIMINARY APPROVAL** on
9 all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as
10 follows:

11 Lynn R. Fiorentino 12 Jeffrey B. Weston 13 ARENTFOX SCHIFF LLP 14 44 Montgomery Street, 38th Floor 15 San Francisco, CA 94104	16 <i>lynn.fiorentino@afslaw.com</i> 17 <i>Jeffrey.Weston@afslaw.com</i> 18 <i>Attorneys for Defendants RTS HOLDINGS, LLC DBA</i> 19 <i>ROADONE INTERMODALOGISTICS and also CROWN</i> 20 <i>INTERMODALOGISTICS; ROADONE</i> 21 <i>INTERMODALOGISTICS, LLC</i>
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22 **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at
23 Los Angeles, California. I am “readily familiar” with the firm’s practice of collecting and
24 processing correspondence for mailing. Under that practice, it would be deposited with the U.S.
25 Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California,
26 in the ordinary course of business. I am aware that, on motion of the party served, Service is
27 presumed invalid if the postal cancellation or postage meter date is more than one day after the
28 date of deposit for mailing in this affidavit.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the attorney
at the offices of the addressee.

(BY ELECTRONIC MAIL) I sent such document via electronic mail to the email(s) noted
above.

(VIA CASE ANYWHERE) I caused such documents described herein to be uploaded
electronically onto the website www.caseanywhere.com per a mutual agreement between the
parties. I uploaded the above entitled document(s) with the understanding that all parties will
have access and be able to download said documents.

(STATE) I declare, under penalty of perjury under the laws of the State of California, that the
above is true and correct.

Executed on August 21, 2025, at Los Angeles, California.

25 *Sydney Townes*
26 _____
27 Sydney Townes