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FILED
Superior Court of California
County of Los Angeles
10/10/2025

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ENYLLEL RUGAMA-HERNANDEZ and
EDGAR SANTIAGO, as individuals, and on
behalf of themselves and on behalf of all
persons similarly situatedl,

Plaintiffs,

vs.

P & B INTERMODAL SERVICES LIMITED
LIABILITY COMPANY, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24STCV07771**

~~PROPOSED~~ **PRELIMINARY
APPROVAL ORDER**

Hearing Date: September 25, 2025
Hearing Time: 11:00 a.m.

Judge: Hon. Timothy Patrick Dillon
Dept: SS-~~14~~ 15

Date Filed: March 29, 2024
Trial Date: Not set

This matter came before the Honorable Timothy Patrick Dillon of the Superior Court of the State of California, in and for the County Los Angeles, on September 25, 2025, for hearing on the unopposed motion by Plaintiffs Enyllels Rugama-Hernandez and Edgar Santiago (collectively, "Plaintiffs") for preliminary approval of the Class Action and PAGA Settlement with Defendant P

1 & B Intermodal Services Limited Liability Company (“Defendant”). The Court, having
2 considered the briefs, argument of counsel and all matters presented to the Court and good cause
3 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
4 Settlement.

5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement
7 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
9 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendant shall pay is Nine Hundred Seventy-
15 Five Thousand Dollars (\$975,000). It appears to the Court on a preliminary basis that the
16 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
17 when balanced against the probable outcome of further litigation and the significant risks relating
18 to certification, liability and damages issues. It further appears that investigation and research
19 have been conducted such that counsel for the Parties are able to reasonably evaluate their
20 respective positions. It further appears to the Court that the Settlement will avoid substantial
21 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
22 further prosecution of the Action. It further appears that the Settlement has been reached as the
23 result of serious and non-collusive, arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to the Class is fair,
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✓✓ ** Service awards likely to not exceed \$7500 for each. ✓✓

1 adequate, and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and
5 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
6 \$15,000^{**} each. The Court will not approve the amount of attorneys' fees and costs, nor the amount ✓✓
7 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
8 evidence supporting these requests, including lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this, or any other proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 "all individuals who were employed by Defendant in California and classified as a non-exempt
14 employee at any time during the Class Period." The "Class Period" is March 29, 2020 through
15 March 27, 2025.

16 7. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
22 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient adjudication of this controversy;
24 and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiffs are adequate
25 representatives of the Class.

26 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
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1 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP and Joseph Lavi, Vincent C. Granberry, William Tran, Eric
3 J. Naessig, and Jovahn Wiggins of Lavi & Ebrahimian as Class Counsel for the Class.

4 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
5 Amount of \$20,000.00, which shall be allocated \$15,000.00 to the Labor & Workforce
6 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
7 paid under this Agreement pursuant to the PAGA and \$5,000.00 to the Aggrieved Employees.
8 “Aggrieved Employees” are all individuals who were employed by Defendant in California and
9 classified as a non-exempt employee at any time during the PAGA Period (December 19, 2022
10 through March 27, 2025). Pursuant to Labor Code section 2699, subdivision (s)(2), the LWDA
11 was provided notice of the Agreement and these settlement terms. The Court finds the PAGA
12 Penalties to be reasonable.

13 10. The Court hereby approves, as to form and content, the Class Notice attached to the
14 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
15 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
16 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
17 and opportunity to object to the Settlement. The Court further finds that the distribution of the
18 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
19 the requirements of due process, is the best notice practicable under the circumstances, and shall
20 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
21 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
22 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
23 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
24 address for the Class Member no later than seven (7) days after the receipt of the undelivered
25 Class Notice.

26 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
27 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.

1 The Administrator will perform address updates and verifications as necessary prior to the first
2 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
3 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
4 Class Members via first-class regular U.S. Mail to their last known address.

5 12. The Court hereby preliminarily approves the proposed procedure for exclusion
6 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
7 from the Class as provided in the Class Notice by following the instructions for requesting
8 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
9 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
10 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
11 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
12 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
13 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
14 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
15 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
16 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
17 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
18 group, class, or subclass of individuals is not permitted and will be deemed invalid.

19 13. Any Class Member who has not opted out may appear at the final approval hearing
20 and may object or express the Member’s views regarding the Settlement and may present evidence
21 and file briefs or other papers that may be proper and relevant to the issues to be heard and
22 determined by the Court as provided in the Class Notice. Class Members will have until the
23 Response Deadline to submit their written objections to the Administrator. Written objections
24 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
25 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
26 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
27 Hearing to make an oral objection.

1 and the Parties shall revert to their respective positions as of before entering into the Agreement,
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
3 including all available defenses and affirmative defenses, and arguments that any claim in the
4 Action could not be certified as a class action and/or managed as a representative action. In such
5 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
6 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
7 the Agreement with respect to the effect of the Agreement if it is not approved.

8 17. The Court reserves the right to adjourn or continue the date of the final approval
9 hearing and all dates provided for in the Agreement without further notice to Class Members and
10 retains jurisdiction to consider all further applications arising out of or connected with the
11 proposed Settlement.

12 **IT IS SO ORDERED.**

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14 Dated: 10/10/2025



A handwritten signature in black ink, appearing to read "T. Dillon", is written over a horizontal line.

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16 HON. TIMOTHY PATRICK DILLON
17 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
18 Timothy Patrick Dillon / Judge
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Escalator clause is not triggered.