

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 19 2026


BY: Brenda Perez-Cordero, Deputy

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
megan@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

BELIGAN LAW GROUP, LLP

Jerusalem F. Beligan (SBN 211258)
jbeligan@beliganlawgroup.com
Leah M. Beligan (SBN 250834)
lbeligan@beliganlawgroup.com
19800 MacArthur Boulevard, Suite 300
Newport Beach, California 92612
Tel: (949) 224-3881; Fax: (949) 724-4566

FRADIN LAW, LLC

Michael L. Fradin (admitted pro hac vice)
mike@fradinlaw.com
8401 Crawford Avenue, Suite 104
Skokie, Illinois 60076
Tel: (847) 986-5889; Fax: (847) 673-1228

Attorneys for Plaintiffs, JESSICA CARDONA, SERGIO VIDAL, SANDRA RUCKER, ZLIMA DAVIS-HALL, AUTUMN BECKMANN, LLOYD RUCKER, AGUSTIN GOMEZ, MADELYN BAUM, NATALIE RUIZ, and BLANCA ESTELA HERNANDEZ, as individuals and on behalf of all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JESSICA CARDONA, SERGIO VIDAL,
SANDRA RUCKER, ZLIMA DAVIS-HALL,
AUTUMN BECKMANN, LLOYD RUCKER,
AGUSTIN GOMEZ, MADELYN BAUM,
NATALIE RUIZ, and BLANCA ESTELA
HERNANDEZ, individually, and on behalf of
all others similarly situated, and as aggrieved
employees,

Plaintiffs,

v.

DURHAM D&M, LLC; and DOES 1 through
50, inclusive,
Defendant.

Case No. CIVSB2309217

[Assigned to: Hon. Khymberli S. Apaloo,
Dept. S25]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASSES FOR SETTLEMENT
PURPOSES ONLY**

1 This Court, having considered the motion of plaintiffs Jessica Cardona, Sergio Vidal, Sandra
2 Rucker, Zlima Davis-Hall, Autumn Beckmann, Lloyd Rucker, Agustin Gomez, Madelyn Baum,
3 Natalie Ruiz, and Blanca Estela Hernandez ("Plaintiffs") for Preliminary Approval of Class and
4 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only
5 ("Motion for Preliminary Approval"), the Declarations of Megan R. Lazar, David D. Bibiyan,
6 Jerusalem F. Beligan, Michael L. Fradin, and Plaintiffs, the Class and PAGA Settlement Agreement
7 ("Settlement," "Agreement," or "Settlement Agreement"), the proposed Notice of Pendency of Class
8 Action and PAGA Settlement and Final Approval Hearing Date ("Class Notice"), and other
9 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
10 **ADJUDGES AND DECREES THAT:**

11 1. The definitions set out in the Settlement Agreement are incorporated by reference into
12 this Order; all terms defined therein shall have the same meaning in this Order.

13 2. The Court certifies, for purposes of settlement only, the following settlement classes
14 (collectively, the "Settlement Classes," "Settlement Class Members" or "Class Members"):

15 (a) the "Driver Class," defined as all current and former non-exempt bus drivers who were
16 employed by Defendant Durham D&M, LLC ("Defendant") in California at any time from May
17 12, 2019 through April 19, 2026 (the "Driver Class Period"); and

18 (b) the "Non-Exempt Class," defined as all current and former non-exempt employees who were
19 employed by Defendant in California at any time from October 8, 2020 through April 19, 2026
20 (the "Non-Exempt Class Period").

21 3. The Court preliminarily appoints the named plaintiffs Jessica Cardona, Sergio Vidal,
22 Sandra Rucker, Zlima Davis-Hall, Autumn Beckmann, Lloyd Rucker, Agustin Gomez, Madelyn
23 Baum, Natalie Ruiz, and Blanca Estela Hernandez as Class Representatives, and Bibiyan Law
24 Group, P.C., Beligan Law Group, LLP, and Fradin Law, LLC as Class Counsel.

25 4. The Court preliminarily approves the proposed class settlement upon the terms and
26 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
27 settlement appears to be within the range of reasonableness of settlement that could ultimately be
28 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement

1 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
2 probable outcome of further litigation relating to liability and damages issues. It further appears that
3 extensive and costly investigation and research have been conducted such that counsel for the Parties
4 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
5 that the settlement at this time will avoid substantial additional costs to all Parties, as well as the
6 delay and risks that would be presented by the further prosecution of the Action. It further appears
7 that the settlement has been reached as the result of intensive, non-collusive and arms-length
8 negotiations utilizing an experienced third-party neutral.

9 5. The Court approves, as to form and content, the Class Notice that is attached as
10 Exhibit A to the Settlement Agreement.

11 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
12 the Settlement Members in accordance with the procedures set forth in the Settlement Agreement.
13 The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement
14 complies with the requirements of law and appears to be the best notice practicable under the
15 circumstances.

16 7. The Court hereby preliminarily approves the definition and disposition of the Gross
17 Settlement Amount of \$5,000,000, which is non-reversionary and inclusive of: attorneys' fees of up
18 to 35% of the Gross Settlement Amount, which amounts to \$1,750,000, in addition to actual costs
19 incurred of up to \$200,000; Class Representative Service Payments of up to \$25,000 each to
20 Plaintiffs Jessica Cardona and Sergio Vidal (for a total of \$50,000); additional Service Payments of
21 up to \$5,000 each to additional Plaintiffs Sandra Rucker, Zlima Davis-Hall, Autumn Beckmann,
22 Lloyd Rucker, Agustin Gomez, Madelyn Baum, Natalie Ruiz, and Blanca Estela Hernandez (for a
23 total of \$40,000); costs of settlement administration of no more than \$35,500; and Private Attorneys
24 General Act of 2004 ("PAGA") penalties in the amount of \$250,000, 70% or \$175,000 of which will
25 be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement
26 Amount, and 30% or \$75,000 of which will be distributed to the Aggrieved Employees as follows:
27 \$68,250 (91%) to the "Aggrieved Drivers," defined as all current and former non-exempt bus drivers
28 who were employed by Defendant in California at any time from August 3, 2022 through April 19,

1 2026 (the "Aggrieved Driver PAGA Period"); and \$6,750 (9%) to the "Aggrieved Non-Exempt Class
2 Members," defined as all current and former non-exempt employees who were employed by
3 Defendant in California at any time from October 10, 2023 through April 19, 2026 (the "Aggrieved
4 Non-Exempt PAGA Period").

5 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
6 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
7 Settlement Amount.

8 9. "Workweek" shall mean a normal seven-day week of work during the Driver Class
9 Period and Non-Exempt Class Period in which, according to Defendant's records, members of the
10 Driver Class and Non-Exempt Class were employed at least one day during any such workweek.
11 Workweek may exclude every week during which the members of the Driver Class or Non-exempt
12 Class were on an unpaid leave of absence, even if they were receiving worker's compensation,
13 disability insurance, Social Security benefits, or Paid Family Leave benefits during the unpaid leave.

14 10. Based on its records, Defendant represented that, as of March 6, 2026, there were
15 approximately 5,099 Settlement Members who collectively worked 452,941 Workweeks during the
16 Driver Class Period and Non-Exempt Class Period, a material representation upon which Plaintiffs
17 relied in entering into the Settlement Agreement. In the event the total number of unique Workweeks
18 worked by Driver Class Members and Non-Exempt Class Members as of the April 19, 2026 End
19 Date exceeds 452,941 Workweeks by more than 10% (i.e., by more than 45,294 additional
20 Workweeks, or 498,235 total Workweeks), then the End Date of the Driver Class Period, the Non-
21 Exempt Class Period, the Aggrieved Driver PAGA Period, and the Aggrieved Non-Exempt PAGA
22 Period shall be adjusted backwards to a date that will not implicate more than 498,235 unique
23 Workweeks.

24 11. The Court appoints Apex Class Action Administration ("Administrator" or
25 "Settlement Administrator") as the settlement administrator, and preliminarily approves payment of
26 settlement administration costs, not to exceed \$35,500, out of the Gross Settlement Amount for
27 services to be rendered by the Settlement Administrator on behalf of the Settlement Members.

28 12. No later than 14 calendar days after the Court enters its Order Granting Preliminary

1 Approval of the Settlement, Defendant will provide the Settlement Administrator with the Class
2 Data. "Class Data" means, for Driver Class Members, Non-Exempt Class Members, Aggrieved
3 Drivers, and Aggrieved Non-Exempt Class Members, their names, last-known mailing addresses,
4 Social Security Numbers, Employee Identification Numbers (if any), and information sufficient to
5 permit the Settlement Administrator to be able to identify the number of Workweeks and pay periods
6 that each of them worked for Defendant during the Driver Class Period, Non-Exempt Class Period,
7 Aggrieved Driver PAGA Period, and Aggrieved Non-Exempt PAGA Period.

8 13. To protect Class Members' privacy rights, the Class Data will otherwise remain
9 confidential and will not be disclosed to anyone (including Class Counsel, Plaintiffs, or any other
10 Settlement Members), except as required to applicable taxing authorities, in order to carry out the
11 reasonable efforts described in this Agreement, or pursuant to Defendant's express written
12 authorization or by order of the Court. All Class Data will be used for settlement notification and
13 settlement administration and shall not be used for any other purpose by Class Counsel. Except as
14 specifically provided herein, the Class Data shall not be disclosed to Class Counsel, the Plaintiffs,
15 or any other Settlement Members without the written consent of Defendant.

16 14. Before mailing Class Notices, the Administrator shall update Class Members' addresses
17 using the National Change of Address database.

18 15. Using best efforts to perform as soon as possible, and in no event later than 14
19 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice
20 Packets to all Settlement Members via first-class regular U.S. Mail using the mailing address
21 information provided by Defendant, unless modified by any updated address information that the
22 Settlement Administrator obtains in the course of administration of the Settlement. The Class Notice
23 Packet is attached to the Agreement as Exhibit A.

24 16. Not later than 5 calendar days before the date by which the Plaintiffs file the Motion
25 for Final Approval of the Settlement, the Settlement Administrator will provide the Parties for filing
26 with the Court a declaration of due diligence setting forth its compliance with its obligations under
27 this Agreement and detailing the Elections Not to Participate in Settlement it received (including the
28

1 numbers of valid and deficient elections) and objections received. Prior to the Final Approval
2 Hearing, the Settlement Administrator will supplement its declaration of due diligence if any
3 material changes occur from the date of the filing of its prior declaration.

4 17. The Class Notice also will provide that Driver Class Members and Non-Exempt Class
5 Members who wish to exclude themselves from the Settlement must mail or fax to the Settlement
6 Administrator not later than 45 calendar days after the Settlement Administrator first mails the Class
7 Notice Packets (unless extended by remailing pursuant to the Agreement), a signed Election Not to
8 Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply
9 with the instructions in the Class Notice. The Election Not to Participate must: (1) state the
10 Settlement Member's name, Social Security Number, address and telephone number, (2)
11 unequivocally state that the Settlement Member requests exclusion from, or "opts out" of, the
12 Settlement, (3) be dated, and (4) be signed by the Settlement Member. Elections Not to Participate
13 must be made individually and cannot be made on behalf of a group of employees or on behalf of
14 other Settlement Members. If a question is raised about the authenticity of a signed Election Not to
15 Participate in Settlement, the Settlement Administrator will have the right to demand additional
16 proof of the Settlement Member's identity. A Non-Participating Class Member will not participate
17 in or be bound by the Settlement and the Judgment, except for the PAGA component of the
18 Settlement from which they (as Aggrieved Drivers and Aggrieved Non-Exempt Class Members)
19 cannot exclude themselves.

20 18. A Settlement Member who does not complete and mail a timely Election Not to
21 Participate in Settlement in the manner and by the deadline specified above will automatically
22 become a Participating Class Member and be bound by all terms and conditions of the Settlement,
23 including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by
24 the Judgment, regardless of whether they objected to the Settlement. Persons who submit an Election
25 Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear
26 at the Final Approval Hearing to voice any objections to the Settlement. All Participating Class
27 Members who do not submit a valid and timely Election Not to Participate in Settlement will receive
28

1 a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of
2 the Settlement, including without limitation, the release of the Released Class Claims by the
3 Participating Class Members set forth in this Agreement. All Aggrieved Drivers and Aggrieved Non-
4 Exempt Class Members will receive a PAGA Share consisting of their proportionate share of the
5 PAGA Payment, irrespective of whether they opted out of the class settlement and will be bound by
6 the Released PAGA Claims.

7 19. The Class Notice will provide that only Participating Class Members who wish to
8 intervene and object to the Settlement must submit to the Settlement Administrator with copies to
9 the Parties' Counsel, not later than 45 calendar days (unless extended by remailing pursuant to the
10 Agreement) after the Settlement Administrator first mails the Class Notice Packets, written
11 objections to the Settlement setting forth the grounds for the objection. The Settlement Administrator
12 will submit any such objections to the Court as an exhibit to the Settlement Administrator's
13 declaration in support of Plaintiff's Motion for Final Approval, if the 45th day falls on a Sunday or
14 holiday, the deadline to object will be the next business day that is not a Sunday or holiday. The
15 Parties may file a response to any objections submitted by objecting Participating Class Members
16 no later than 10 calendar days prior to the Final Approval Hearing.

17 20. Participating Class Members who do not intervene and submit written objections in
18 the manner and by the deadline specified above will be deemed to have waived any objection and
19 will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement,
20 except that Participating Class Members may attend the Final Approval Hearing and object, orally,
21 without requiring prior submittal of a written objection. Non-Participating Class Members shall have
22 no ability to comment on or object to the Settlement.

23 21. Participating Class Members shall also have 45 calendar days from the date of the
24 initial mailing of the Class Notice Packet in which to dispute the number of Workweeks and/or Pay
25 Periods the Class Notice allocates to them during the Driver Class Period, the Non-Exempt Class
26 Period, the Aggrieved Driver PAGA Period and/or the Aggrieved Non-Exempt Class PAGA Period.
27 If the 45th day falls on a Sunday or holiday, the deadline will be the next business day that is not a
28 Sunday or holiday. Any dispute as to this allocation shall be resolved by the Settlement

1 Administrator. In calculating each individual Settlement Members' Settlement Share and/or PAGA
2 Share of the Net Settlement Amount and/or PAGA Payment, Defendant's records regarding the
3 employment tenure of Settlement Members shall be presumed to be correct. Settlement Members
4 who challenge Defendant's records must submit a challenge in writing to the Settlement
5 Administrator and will bear the burden of proof, e.g., Settlement Members who fail to provide
6 written documentation supporting a different number of Workweeks and/or Pay Periods will have
7 his or her challenge denied. Defendant will investigate the challenge and determine whether any
8 correction (e.g., to the number of Workweeks and/or Pay Periods) for the Settlement Member
9 making the challenge should be made. In no case will a challenge result in a payment by Defendant
10 in excess of the Gross Settlement Amount. Any Notice of Dispute shall be directed to the Settlement
11 Administrator.

12 22. Defendant will fund the Gross Settlement Amount by depositing the money with the
13 Settlement Administrator. Defendant shall fund the Gross Settlement Amount within 15 calendar
14 days of the Settlement Effective Date.

15 23. Within 15 calendar days after Defendant funds the Gross Settlement Amount, the
16 Settlement Administrator will pay to Participating Class Members their Settlement Shares; to
17 Plaintiffs, their Class Representative Service Payments in addition to their Settlement Shares and/or
18 PAGA Shares; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation
19 Expenses Payment; to the LWDA, the LWDA Payment; to the Settlement Administrator, its
20 reasonable, court-approved fees and expenses; and to Aggrieved Drivers and Aggrieved Non-
21 Exempt Class Members, their PAGA Shares.

22 24. A Participating Class Member, Aggrieved Driver, or Aggrieved Non-Exempt Class
23 Member must cash his or her Settlement Share check and/or PAGA Share check within 180 days
24 after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement
25 Administrator will make all reasonable efforts to re-mail it to the Participating Class Member,
26 Aggrieved Driver, or Aggrieved Non-Exempt Class Member at his or her correct address. If a
27 Participating Class Member's Settlement Share check is not cashed within 180 days after its last
28

1 mailing to the Participating Class Member, or an Aggrieved Driver's or Aggrieved Non-Exempt
2 Class Member's PAGA Share check is not cashed within 180 days after its last mailing to the
3 Aggrieved Driver or Aggrieved Non-Exempt Class Member, the funds from such uncashed checks
4 will be paid to the Controller of the State of California to be held pursuant to the Unclaimed Property
5 Law, California Civil Code § 1500 et seq., for the benefit of those Participating Class Members,
6 Aggrieved Drivers, and Aggrieved Non-Exempt Class Members who did not cash their checks, until
7 such time that they claim their property. The Parties agree that this disposition results in no "unpaid
8 residue" under California Code of Civil Procedure section 384.

9 25. All papers filed in support of final approval, including supporting documents for
10 attorneys' fees and costs, shall be filed by _____.

11 26. A Final Approval Hearing shall be held with the Court on December 15, 2026
12 at 8:30 a.m. in Department S25 of the above-entitled Court to determine: (1) whether the proposed
13 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
14 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
15 to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the
16 amount to be apportioned to PAGA and/or paid to the LWDA and aggrieved employees.

17
18 **IT IS SO ORDERED.**

19
20 Dated: AUG 19 2026



Judge of the Superior Court
JUDGE KHYMBERLI AF
JUDGE KHYMBERLI APALOO