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JUL 28 2026

Filed _____
STEPHANIE BOHRER, CLERK

By Jessica Cayo
DEPUTY

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN JOAQUIN

15 SYDNEY KEMP, an individual, on behalf of
16 himself and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 vs.

20 MEDTRANS LLC, a Limited Liability
21 Company; MEDTRUCKING, LLC, a Limited
22 Liability Company; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE NO.: STK-CV-UOE-2024-0006856

~~[PROPOSED]~~ PRELIMINARY
APPROVAL ORDER

Hearing Date: July 28, 2026_
Hearing Time: 9:00 a.m.

Judge: Hon. Blanca A. Banuelos
Dept: 10B

Date Filed: June 11, 2024
Trial Date: Not set

25 This matter came before the Honorable Blanca A. Banuelos of the Superior Court of the
26 State of California, in and for the County San Joaquin, on July 28, 2026, for hearing on the
27 unopposed motion by Plaintiff Sydney Kemp ("Plaintiff") for preliminary approval of the
28

PRELIMINARY APPROVAL ORDER

JUL 21 2026

1 Settlement with Defendant Medtrans, LLC ("Defendant"). The Court, having considered the
2 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
3 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
4

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 Plaintiff's 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 is Five Hundred Ninety-Two Thousand Eight
15 Hundred Fifty-Six Dollars (\$592,856). 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 made available to the Class is fair, adequate, and
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reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and a proposed Class Representative Service Payment to the Plaintiff in an amount not more than \$15,000. The Court will not approve the amounts of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period." The "Class Period" is June 11, 2020 through August 2, 2025.

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

8. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik

1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

2 9. The Agreement provides for a PAGA Penalties payment out of the Gross
3 Settlement Amount of \$25,000, which shall be allocated \$18,750 to the Labor & Workforce
4 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
5 paid under this Agreement pursuant to the PAGA and \$6,250 to the Aggrieved Employees. The
6 "Aggrieved Employees" are all individuals who were employed by Defendant in California and
7 classified as non-exempt employees at any time during the PAGA Period (April 8, 2023 through
8 August 2, 2025). Pursuant to Labor Code section 2699, the LWDA has been provided notice of
9 the Agreement and these settlement terms. The Court finds these PAGA Penalties to be
10 reasonable.

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

24 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
25 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.
26 The Administrator will perform address updates and verifications as necessary prior to the first
27 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
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1 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
2 Class Members via first-class regular U.S. Mail to their last known address.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement as set forth in the Agreement. Any Class Member may individually choose to
5 opt out of and be excluded from the Class as provided in the Class Notice by following the
6 instructions for requesting exclusion from the Class that are set forth in the Class Notice. All
7 requests for exclusion must be postmarked or received no later than sixty (60) calendar days after
8 the date of the mailing of the Class Notice ("Response Deadline"). If a Class Notice Packet is re-
9 mailed, the Response Deadline for requests for exclusion will be extended an additional fourteen
10 (14) days. A Request for Exclusion may also be faxed or emailed to the Administrator as
11 indicated in the Class Notice. Any such person who chooses to opt out of and be excluded from
12 the Class will not be entitled to any recovery under the Class Settlement and will not be bound by
13 the Class Settlement or have any right to object, appeal or comment thereon, except that such
14 persons will still be paid their Individual PAGA Payments and will be bound by the Released
15 PAGA Claims.. Class Members who have not requested exclusion shall be bound by all
16 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
17 opt out that particular individual, and any attempt to effect an opt-out of a group, class, or subclass
18 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.
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January 22, 2027

1 14. A final approval hearing shall be held before this Court on December 15, 2026 at
2 9:00 a.m. in Department 10B at the Stockton Courthouse of the San Joaquin County Superior
3 Court to hear the motion for final approval and for attorneys' fees and costs, and to determine all
4 necessary matters concerning the Settlement, including: whether the proposed settlement of the
5 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
6 and should be finally approved by the Court; whether the Final Approval Order and Judgment
7 should be entered herein; whether the plan of allocation contained in the Agreement should be
8 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
9 fees and costs, service award, and the expenses of the Administrator. All papers in support of the
10 motion for final approval and for attorneys' fees, costs and service awards shall be filed with the
11 Court and served on all counsel no later than sixteen (16) court days before the hearing and the
12 motion shall be heard at this final approval hearing.

13 15. Neither the Settlement nor any exhibit, document, or instrument delivered
14 thereunder shall be construed as a concession or admission by Defendant in any way that the
15 claims asserted have any merit or that this Action was properly brought as a class or representative
16 action, and shall not be used as evidence of, or used against Defendant as, an admission or
17 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
18 omission by Defendant or with respect to the truth of any allegation asserted by any person.
19 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
20 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
21 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
22 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
23 evidence of a presumption, concession, indication or admission by Defendant of any liability,
24 fault, wrongdoing, omission, concession or damage.

25 16. In the event the Settlement does not become effective in accordance with the terms
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
28

PRELIMINARY APPROVAL ORDER

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 18. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
13 further orders of the Court at the Final Approval Hearing.

14 19. Pending the Final Approval Hearing, all proceedings in this Action, other than
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
16 Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court
17 hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, or
18 suits regarding claims released by the Settlement, unless and until such Class Members have filed
19 valid Requests for Exclusion with the Administrator.

20 20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
21 connection with the administration of the Settlement which are not materially inconsistent with
22 either this Order or the terms of the Settlement.

23 *The CMC of 9/2/26 is vacated.*

24 **IT IS SO ORDERED.**

JUL 28 2026

25 Dated: _____

26 BLANCA A. BAÑUELOS

27 HON. BLANCA A. BANUELOS
28 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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