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individually and on behalf of all others similarly situated.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 TESSA SHEPARD, individually and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 v.

17 PEOPLE 2.0 NORTH AMERICA, LLC;
18 PEOPLE 2.0 GLOBAL, LLC; PILOT AIR
FREIGHT, LLC; and DOES 1 - 50, inclusive,

19 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 23 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Case No.: CIVSB2221511

Judge: Hon. Joseph T. Ortiz
Department: 17

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

Date: September 18, 2026
Time: 1:30 p.m.

1 **ORDER**

2 This matter came on for hearing on September 18, 2026 in Department 17 of the above-
3 captioned Court on the Motion for Preliminary Approval of Class and PAGA Action Settlement
4 (“Motion”), upon the terms and conditions set forth in the Class and PAGA Action Settlement
5 Agreement and Release (hereinafter “Settlement Agreement” or “Settlement”) attached as Exhibit
6 1 to the Declaration of James Hawkins filed in support of the Motion.

7 The Court, having fully reviewed the Motion , the Memorandum of Points and Authorities
8 and Declarations filed in support thereof, the Settlement Agreement, including the Notice of
9 Proposed Settlement of Class and PAGA Action attached as Exhibit A to the Settlement
10 Agreement, and in recognition of the Court's duty to make a preliminary determination as to the
11 reasonableness of any proposed class action settlement, and if preliminarily determined to be
12 reasonable, to ensure proper notice is provided to Class Members in accordance with due process
13 requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement
14 as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having
15 heard the argument of Counsel for the respective parties, and good cause appearing, **HEREBY**
16 **GRANTS THE MOTION IN ITS ENTIRETY AND MAKES THE FOLLOWING**
17 **DETERMINATIONS AND ORDERS:**

18 This Order incorporates by reference the definitions of the Settlement Agreement, and all
19 terms defined therein shall have the same meaning in this Order as set forth in the Settlement
20 Agreement.

21 It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”)
22 is fair and reasonable to the Class Members when balanced against the probable outcome of
23 further litigation relating to class certification, the liability and damages issues involved, and the
24 potential for appeals. It further appears that sufficient investigation, research, and litigation has
25 been conducted such that counsel for the Parties at this time is able to reasonably evaluate their
26 respective positions. It further appears that the Settlement at this time will avoid substantial costs,
27 delay and risks that would be presented by the further prosecution of the litigation. It further
28 appears that the proposed Settlement has been reached as the result of intensive, serious and non-

1 collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING,
2 THE MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION
3 SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY
4 APPROVAL, THE COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY
5 CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC
6 BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
7 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

8 The Court finds on a preliminary basis that the Settlement between Plaintiff and
9 Defendants appear to be within the range of reasonableness of a settlement which could ultimately
10 be given final approval by this Court. The Court preliminarily finds that the terms of the
11 Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of
12 Civil Procedure and California Rules of Court, rule 3.769.

13 The Court notes that Defendants have agreed to a non-reversionary GSA of \$211,250.00.
14 Defendants will pay out the entirety of the GSA to the Settlement Administrator for distribution
15 to the Participating Class Members and PAGA Settlement Members, less deductions for Class
16 Counsel's Fees and Expenses, the Class Representative Enhancement Payment, reasonable
17 expenses of the third-party Settlement Administrator, and the LWDA for PAGA penalties, as set
18 forth in the Settlement Agreement.

19 The Court finds that the elements of numerosity, commonality, typicality and adequacy
20 have been established to support conditional certification of the Class for settlement purposes,
21 with Plaintiff acting as the Class Representative.

22 The Court hereby appoints, for settlement purposes, Plaintiff TESSA SHEPARD as the
23 Class Representative and finds Plaintiff is an adequate representative for the Class for settlement
24 purposes only. The Court further finds that James Hawkins APLC has preliminarily established
25 adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

26 The Class as identified in the Settlement Agreement is provisionally certified by this
27 Order.

28 The Court finds that the proposed manner of class notice is adequate.

1 The Court approves APEX Class Action LLC to serve as the Settlement Administrator.

2 The Court further hereby approves the Notice of Proposed Settlement of Class and PAGA
3 Action and Orders the notice to be mailed to the Class.

4 The Court finds that The Notice of Class Action Settlement ("Class Notice") constitutes
5 the best notice practicable under the circumstances, is in full compliance with the laws of the State
6 of California and, to the extent applicable, the United States Constitution and the requirements of
7 due process. The Court further finds that the Class Notice fully and accurately informs Class
8 Members of all material elements of the proposed Settlement, of each Class Member's right to be
9 excluded from the Settlement, and each Class Member's right and opportunity to object to the
10 proposed Settlement. The Notice adequately advises the Class about: the Actions; the terms of
11 the proposed Settlement and the benefits available to each Class Member; each Class Member's
12 right to participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and
13 the timing and procedures for doing so; the temporary and conditional certification of the Class
14 for settlement purposes only; preliminary Court approval of the proposed Settlement; timing and
15 procedures for distributing the Gross Settlement and the Individual Settlement Payments to the
16 Participating Class Members; and the date of the Final Approval Hearing as well as the rights of
17 the Class to file documentation in support of or in opposition to and appear in connection with
18 said hearing.

19 ACCORDINGLY, AND FOR GOOD CAUSE APPEARING, THE COURT HEREBY
20 APPROVES, AS TO FORM AND CONTENT, THE NOTICE OF CLASS ACTION
21 SETTLEMENT ("Class Notice") attached as Exhibit A to the Settlement Agreement. The Court
22 finds the Class Notice fully and accurately informs the Class of all material elements of the
23 proposed Settlement, of the Class Members' right to be excluded from the Class, and of the Class
24 Members' right and opportunity to object to the Settlement. The Court also finds that mailing the
25 Class Notice to the last known address of the Class Member, as specifically described within the
26 Settlement Agreement, constitutes an effective method of notifying Class Members of the
27 Settlement, is the best notice practicable under the circumstances, and constitutes due and
28 sufficient notice of all persons entitled thereto. ACCORDINGLY, IT IS HEREBY ORDERED

1 that:

2 Within 30 calendar days after notice of entry of this Order, Defendants will provide the
3 Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the
4 Class Members' addresses against those on file with the U.S. Postal Service's National Change
5 of Address Database. The Class Data provided to the Settlement Administrator will remain
6 confidential and shall not be shared with either Plaintiff or Class Counsel unless expressly
7 approved by Defendants and Defense Counsel. The Settlement Administrator shall use due care
8 with respect to the storage, custody, use, and/or dissemination of the confidential information.
9 Such information must be stored in a secure fashion and all persons who access the data must
10 agree to keep it confidential.

11 IT IS FURTHER ORDERED the Settlement Administrator shall mail the Class Notice by
12 first class mail, pursuant to the terms set forth in the Settlement Agreement.

13 IT IS FURTHER ORDERED The Court preliminarily approves the procedure for
14 exclusion from the Settlement. A Class Member may only exclude themselves from the
15 Settlement by submitting a valid opt-out request ("Opt-Out Request"). A valid Opt-Out Request
16 must be in writing and must:

- 17 (i) contain the Class Member's full name and current address, telephone number, and
18 the last four digits of the Social Security number of the Class Member;
19 (ii) be signed by the Class Member;
20 (iii) include a statement clearly expressing the Class Member's desire to be excluded
21 from (or opt out of) the Settlement; and
22 (iv) be postmarked on or before the deadline.

23 Any Class Members who worked during the PAGA Period will still be considered PAGA
24 Settlement Members for purposes of the Settlement Agreement, regardless of whether they opt
25 out of being a Class Member in the Settlement.

26 IT IS FURTHER ORDERED Any Class Member who fails to submit a timely, complete,
27 and valid Opt-Out Request will be barred from opting out of the Settlement Agreement or the
28 settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a

1 timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class
2 member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request
3 postmarked after the end of the Notice Period, but will report its receipt of any such requests to
4 Class Counsel and counsel for Defendants. It shall be presumed that if an Opt-Out Request is not
5 postmarked on or before the end of the Notice Period, the Class Member did not make the request
6 in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class
7 Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice
8 Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was
9 untimely. Under no circumstances shall the Settlement Administrator have the authority to extend
10 the deadline for Class Members to submit a request to opt out of the settlement without the Parties'
11 joint written consent.

12 IT IS FURTHER ORDERED The Court preliminarily approves the proposed procedure
13 for objecting to the Settlement. Any Class Member who does not opt out of the Settlement may
14 object to the Settlement, and even then, they may only object to the class action components of
15 the Settlement, as set forth in the Settlement Agreement. Any written objection must be sent to
16 the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel
17 for Defendant) by the deadline. Class Counsel will ensure that any written objections get filed
18 with the Court concurrently with the final approval documents by having it attached to the
19 Settlement Administrator's Declaration. In addition, Class Members may appear at the final
20 approval hearing to state their objection even if they do not submit a written objection to the
21 Settlement.

22 IT IS FURTHER ORDERED Class Counsel and/or Defendants' counsel may, up to five
23 (5) court days before the Final Hearing Date, file responses to any written objections submitted
24 to the Court.

25 If a Class Member submits both an Opt-Out Request and an objection (regardless of which
26 came first), the objection shall nullify the Opt-Out Request and the Class Member will be deemed
27 a Participating Class Member. To the extent any Participating Class Member objects to the
28 Settlement and such objection is overruled in whole or in part, such individuals will be bound by

1 the Court's Final Approval Order.

2 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement
3 Administrator concerning the administration of the Settlement will be resolved by the Court under
4 the laws of the State of California. Prior to any such involvement of the Court, counsel for the
5 Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

6 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on **January**
7 **25, 2027**, at 1:30 p.m. in Department 17 of the above captioned Courthouse to consider the
8 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
9 Order Granting Preliminary Approval, and to consider the application of Class Counsel for an
10 award of attorneys' fees, costs, Plaintiff's Class Representative Enhancement Payment, and the
11 expenses of the Settlement Administrator.

12 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
13 Final Approval and application for attorneys' fees and costs, Class Representative Enhancement
14 Payment, and settlement administration expenses, shall be filed with this Court and served on all
15 counsel no later than sixteen (16) court days before the date set for the Final Approval Hearing.

16 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file
17 an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any
18 reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject
19 of this Order and all evidence and proceedings had in connection therewith shall be without
20 prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth
21 in the Settlement Agreement.

22 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
23 this matter except those contemplated herein and in the Settlement Agreement are stayed.

24 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
25 Hearing from time to time without further notice to the Class.

26 **IT IS SO ORDERED.**

27 Dated: Sept. 23, 2026

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HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT