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FILED

AUG 27 2026

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
BY _____ DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

FABIO ESCOBAR and LISANDRO REYES, individually, on behalf of themselves and all others similarly situated and aggrieved,

Plaintiffs,

vs.

BIAGI BROS., INC., a California Corporation; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 23CV00749

[Assigned for all purposes to the Hon. Dana Beemink Simonds, Dept. 18]

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: August 26, 2026
Time: 3:00 p.m.
Dept.: 18

Action Filed: December 23, 2022
Trial Date: None Set

Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement with Biagi Bros., Inc. ("Defendant") came before this Court on [Insert Date]. The Court, having considered the proposed CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE OF CLAIMS (the "Settlement Agreement"), Plaintiffs' Motion for Preliminary Approval, and all papers filed in support thereof, **HEREBY ORDERS THE FOLLOWING**:

1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1) the Settlement is fair and reasonable to the Class when balanced against the possible risks of further litigation, including issues relating to class certification, liability, calculating damages, and potential appeals, etc.; (2) significant investigation, research, and litigation have been conducted, such that the Parties are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial cost, delay, and risk presented by further litigation of the Action; and (4) the Settlement was reached after serious, informed, and non-collusive negotiations, which were conducted at arm's-length by experienced counsel.

2. This Order incorporates by reference all definitions set forth in the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement, which is attached as **Exhibit 1** to the Declaration of Erik Dos Santos in support of Plaintiffs' preliminary approval motion.

3. The Court finds that the proposed Class meets the requirements to justify certification for settlement purposes only because there is an ascertainable class with a well-defined community of interest in the questions of law and fact, proceeding on a class basis is superior to numerous individual suits, and there is adequate and fair representation under that more lenient standard.

4. The Court thus hereby grants provisional certification for settlement purposes only of the following Settlement Class:

5. **Settlement Class:** All persons and their respective companies who worked for Defendant as an independent contractor driver in California at any time beginning December 23, 2018 through September 30, 2022 (the "Class Period"). The Settlement Class includes all Class Members except those who submit a valid and timely request for exclusion in accordance with the requirements set forth in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class

Notice") and in the Settlement Agreement.

6. Class Members who wish to request exclusion from or object to the Settlement must follow the procedures set forth in the Settlement Agreement and approved Class Notice.

7. The Court approves the appointment of Plaintiffs Fabio Escobar and Lisandro Reyes as Class Representatives.

8. The Court approves the appointment of Plaintiffs' Counsel: Carney R. Shegerian, Anthony Nguyen, and Erik A. Dos Santos of Shegerian & Associates, Inc., as Class Counsel. Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement Agreement. Any Class Member may enter an appearance through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

9. The Court preliminarily confirms that the notice of settlement served by Plaintiffs on the California Labor and Workforce Development Agency ("LWDA") on May 19, 2026 (i.e., the same date that Plaintiffs filed their motion for preliminary approval) satisfies the requirements of the Private Attorneys General Act ("PAGA") (i.e., it satisfies the requirements of California Labor Code § 2699 and all of its subdivisions).

10. The Court finds that the Settlement of claims under the PAGA as reflected in the Settlement Agreement is fair and reasonable and in compliance with all the requirements of California law.

11. The Court approves the form and content of the Class Notice, in substantially the form attached to the Settlement Agreement, or attached to the Declaration of Erik Dos Santos as **Exhibit 2**, and finds that the proposed method of disseminating the Class Notice to the Class meets all the due process requirements; provides the best notice practicable under the circumstances; constitutes due and sufficient notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and their right to exclude themselves from or object to the proposed Settlement and to appear at the Final Approval Hearing; is reasonable and constitutes due, adequate, and sufficient notice to all Class Members; and meets all applicable requirements under California law, due process, and any other applicable rules or law.

12. The Court finds that the terms of the Settlement Agreement appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to all Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to liability, certification, manageability, and damages issues.

13. The Court preliminarily approves the definition and disposition of the Gross Settlement Amount of $801,000, on a non-reversionary basis, which is inclusive of: (1) Class Counsel's fees of up to one-third of the Settlement Amount, or $267,000; (2) up to $15,000 in Class Counsel's reasonable litigation costs; (2) up to $10,000 as the Enhancement Award payments to each Plaintiff (i.e., up to a total of $20,000), (3) up to $5,240 in reasonable costs incurred by the Settlement Administrator to administer the Settlement; (4) a payment to the LWDA in the amount of $15,000, and (5) a payment of $5,000 to be divided among the remaining PAGA Members (i.e., the allegedly Aggrieved Employees), and (6) the Net Settlement Amount to be divided up among Participating Class Members.

14. The Court approves the retention of Apex Class Action as the Settlement Administrator, to be paid out of the Gross Settlement Amount, and hereby directs Apex to provide the approved Class Notice to Class Members and administer the Settlement in accordance with the procedures set forth in the Settlement Agreement and implementation schedule set forth below.

15. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, the Parties shall revert to their respective positions as of the commencement of the litigation, and the Settlement Agreement and the fact that it was entered into as well as anything related to the Settlement shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a representative action.

16. The Court hereby imposes a stay on all litigation of the Action pending the Final Approval Hearing and prohibits Plaintiffs and/or Class Members from instituting, commencing, or prosecuting any claims covered by the Action against Defendant or the other Released Parties pending the Final Approval Hearing.

17. The Court orders the following implementation schedule for further proceedings:

EVENT	DEADLINE
Preliminary Approval Date	TBD
Deadline for Defendant to provide the Settlement Administrator with the Class Data.	Within thirty (30) calendar days after the Court grants Preliminary Approval. (Settlement Agreement at ¶ 4.2)
Deadline for Settlement Administrator to mail the Class Notice to Class Members.	Within thirty (30) calendar days after receiving the Class Data from Defendant. (Settlement Agreement at ¶7.4.2)
Deadline for Class Members to submit any objection to the Settlement Agreement or request exclusion from the Settlement Class. ("Response Deadline")	Forty-Five (45) calendar days from the initial mailing of the Notice to the Class Members, except the deadline will be extended by fourteen (14) calendar days for any Class Member who is re-mailed the Notice of Settlement. (Settlement Agreement at ¶ 1.48.)
Deadline for the Settlement Administrator to provide a declaration attesting the completion of the Notice process and number of valid requests for exclusions	No later than fourteen (14) calendar days before the deadline to file the Motion for Final Approval. (Settlement Agreement at ¶ 7.8.5)
Final Approval Hearing	At least 150 days or later from the Preliminary Approval Date

18. The Court hereby sets a hearing date for Plaintiffs' Motion for Final Approval of Class Action Settlement and Award of Attorney's Fees, Costs, and Class Representatives Service Award on DEC 02 2026 at 3:00 p.m. in Department 18 of this Court.

19. The Court reserves the right to adjourn or continue the date of the final approval hearing

and all dates provided for in the Settlement Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: 8/27/26

Hon. Dana Beemink Simonds
Judge for the Superior Court of Sonoma County

23CV00749

PROOF OF SERVICE BY MAIL OR ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Avenue, Santa Rosa, CA 95403; that I am not a party to this cause; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the following document: ***Order Granting Motion for Preliminary Approval*** in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices or I electronically served by email to the person and electronic service email address listed below.

Date: October 08, 2026

Robert Oliver,
Clerk of the Court

By: Angela Mendia
Angela Mendia, Deputy Clerk

ELECTRONIC SERVICE ADDRESSES

Cheryl A. Kenner: Ckenner@shegerianlaw.com