

12/22/2021 Order

Judicial Officer
Bradshaw, J. Eric

Granting Final Approval of Class Action Settlement and Judgment Thereon The Court, having read the papers filed with regard to Plaintiff's motion for final approval of a class action settlement, having read the papers filed with regard to Plaintiff's motion for attorney's fees and costs, and having heard argument on the motions on December 17, 2021, hereby finds and ORDERS as follows:

1. The Court has jurisdiction over this matter and over all parties to the action, including the members of the Settlement Class.

2. The Stipulation of Class and Representative Action Settlement and Release ("Stipulation of Settlement"), attached as Exhibit 1 to the Declaration of Zachary M. Crosner, filed on or about July 22, 2021, is the product of arms-length negotiations between the parties and the terms of the Stipulation of Settlement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The Stipulation of Settlement therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the Stipulation of Settlement to perform forthwith their respective duties and obligations thereunder.

3. The Settlement Class, which was provisionally certified by the Court in its August 17, 2021 Order Granting Preliminary Approval, hereby is certified under California Code of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class includes all individuals employed by defendant Randy's Trucking, Inc. ("RTI") as a non-exempt employee in the State of California at any time from October 11, 2017 through August 17, 2021, inclusive.

4. The Court adjudges Plaintiff and the participating Class Members to have released and forever discharged the Released Parties (as defined in the Stipulation of Settlement), to the fullest extent permitted by law, from all claims, causes of action and factual or legal theories that were alleged on behalf of Settlement Class Members in the complaint in the Action, or reasonably could have been alleged in the Action based on the facts and legal theories contained in the operative complaint (the "Released Claims."). The period of the Release shall extend to the limits of the Class Period (October 11, 2017 to August 17, 2021). Expressly excluded from the Released Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims arising outside of the Class Period. The California Labor & Workforce Development Agency, and any persons purporting to act on its behalf, including all of the allegedly "Aggrieved Employees" at issue in the Action, will be bound by a release of all claims against any Released Party for civil penalties recoverable under PAGA arising out of the Released Claims during the PAGA Covered Period.

5. The Court further adjudges Plaintiff Jacob Sanchez only, in addition to the claims being released by all Participating Class Members, to have released and forever discharged the Released Parties, to the fullest extent permitted by law,

of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff had or may have against the Released Parties as of the date of execution of the Stipulation of Settlement, including all claims related to Plaintiff's employment with RTI or termination thereof.

6. The Settlement Administrator is ordered to distribute to the Participating Class Members their respective Individual Settlement Payments from the Net Settlement Amount as provided in the Stipulation of Settlement. Funds attributable to uncashed checks that remain after the void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to RTI.

7. The hourly rates claimed by Class Counsel Crosner Legal, P.C. are reasonable, appropriate, and consistent with the rates charged in California for attorneys with similar qualifications, skill, and experience in wage and hour class actions. The hours expended by Class Counsel on the litigation are reasonable. Further, the costs incurred by Class Counsel were reasonable and necessary for the successful prosecution of the case. Accordingly, the Court approves Class Counsel's request for an award of attorney's fees in the amount of \$88,333.33 and an award of costs and expenses in the amount of \$13,153.68. Such amounts shall be paid as provided in the Stipulation of Settlement.

8. The request for a service award to Plaintiff and Class Representative Jacob Sanchez in the amount of \$7,500.00 is reasonable given the risks Plaintiff assumed and the amount of time Plaintiff spent assisting with prosecuting the case. The requested amount also is within the range of reasonableness for such awards approved in other cases. Accordingly, the Court approves the request for a service payment to Jacob Sanchez in the amount of \$7,500.00, and the Settlement Administrator is ordered to make such payment consistent with the terms of the Stipulation of Settlement.

9. The Court finds and determines payment to the California Labor & Workforce Development Agency of \$11,250.00 as its share of the settlement of civil penalties under the California Private Attorneys General Act, Labor Code Sections 2698, et seq., is fair, appropriate, and reasonable. The Court hereby finally approves said payment and orders the payment be made per the terms of the Stipulation of Settlement.

10. The Stipulation of Settlement provides the Settlement Administrator, ILYM Group, Inc., shall be paid from the Gross Settlement Amount in an amount not to exceed \$7,000.00. As set forth in the Declaration of Lluvia Islas, the Settlement Administrator is owed \$7,000.00 for services rendered and to be rendered in administering the settlement. The Court therefore orders that ILYM Group, Inc. be paid the amount of \$7,000.00 from the Gross Settlement Amount consistent with the terms of the Stipulation of Settlement.

11. Under California Rule of Court 3.769(h), without affecting the finality of this Order in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the Stipulation of Settlement pursuant to further orders of this Court until the final judgment contemplated becomes effective and each and every act agreed to be performed by the parties has been performed under

the terms of the Stipulation of Settlement; (2) any other action necessary to conclude this settlement and to implement the Stipulation of Settlement; and (3) the enforcement, construction, and interpretation of the Stipulation of Settlement.

12. Neither this Order nor the Stipulation of Settlement upon which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the parties' settlement will not constitute any opinion, position or determination of this Court as to the merits of the claims or defenses of any party.

13. A compliance hearing is set for December 2, 2022, at 8:30 a.m., in Department 17 of the Kern County Superior Court. The parties are ordered to file a joint compliance statement no later than five (5) court days before the compliance hearing.

14. Judgment is hereby entered as follows: Plaintiff Jacob Sanchez and the Participating Class Members, consisting of all individuals employed by defendant RTI as a non-exempt employee in the State of California at any time from October 11, 2017 through August 17, 2021, inclusive, and who have not otherwise opted out, shall take nothing from defendant RTI and the Released Parties except as set forth in the Stipulation of Settlement. The Court shall retain jurisdiction over the parties to interpret, implement and enforce this Judgment.

15. Notice of this Final Approval Order and Judgment is to be given to the class via posting the Order and Judgment on the website of the settlement administrator ILYM Group, Inc. for at least sixty (60) days. **IT IS SO ORDERED**