

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar #272884)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

GABRIEL MENDEZ, GEORGE GOSCH,
JOHN DIAN, MICHAEL KNIGHTON,
individuals, on behalf of themselves and on
behalf of all person similarly situated,

Plaintiffs,

vs.

BONDZ, INC., a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2020-0007486

[PROPOSED] JUDGMENT

Date: September 14, 2023

Time: 9:00 a.m.

Judge: Hon. George J. Abdallah, Jr.

Dept.: 10A

1 Plaintiffs GABRIEL MENDEZ, GEORGE GOSCH, JOHN DIAN, and MICHAEL
2 KNIGHTON's ("Plaintiffs") motion for an order finally approving the Stipulation and Settlement
3 of Class and Representative Action Agreement ("Agreement") and Motion for Class Counsel
4 Award and Class Representative Service Award duly came on for hearing on September 14, 2023,
5 before the above-entitled Court. The parties having settled this action and the Court having
6 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
7 good cause appearing therefor,

8 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

9 1. The certification of the Settlement Class is confirmed for the purposes of
10 settlement. The Class is defined as "All individuals who are or were employed by Bondz, Inc.
11 ("Defendant") as truck driver employees in California at any time from September 9, 2016
12 through November 9, 2020 ("Class Period")."

13 2. All persons who meet the foregoing definition are members of the Settlement
14 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
15 Class. There are 77 Class Members who worked for Defendant during the Class Period. After
16 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final
18 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
19 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
20 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
21 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of
25 settlement benefits.

26 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiffs and
27 each Class Member who have not validly opted out have released the "Released Parties" from the
28 "Released Class Claims" as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The “Released Class Claims” are defined as all claims and liability theories
3 asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in
4 the Action, as amended, or in the PAGA letter sent to the LWDA on Plaintiffs’ behalf, or that
5 could have been raised in the Action, as amended, or in the July 1, 2020 PAGA letter sent to the
6 LWDA based on the facts and claims alleged. The Released Class Claims include all claims for
7 unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime
8 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
9 missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums;
10 failure to provide meal periods; failure to authorize and permit rest periods and/or recovery
11 periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for
12 all hours worked, including off-the-clock work; failure to reimburse business expenses; wage
13 statements; unlawful deductions; failure to pay all wages when due; failure to pay vacation wages;
14 unfair business practices related to the Released Class Claims; penalties, including wage statement
15 penalties, minimum wage penalties, and waiting-time penalties; non-compliant wage statements;
16 and attorneys’ fees and costs; all claims related to the Released Class Claims arising under: the
17 Wage Orders of the California Industrial Welfare Commission; California Business and
18 Professions Code section 17200, et seq.; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201
19 et seq.; and federal common law.

20 (b) The “Released Parties” means Defendant Bondz, Inc. and each of its past,
21 present and future agents, employees, clients, servants, officers, directors, managing agents,
22 members, owners (whether direct or indirect), partners, trustees, representatives, shareholders,
23 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
24 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint
25 venturers, joint employers, potential and alleged joint employers, temporary staffing agencies,
26 common law employers, potential and alleged common law employers, dual employers, co-
27 employers, potential and alleged coemployers, contractors, affiliates, service providers, alter-egos,
28 potential and alleged alteregos, vendors, affiliated organizations, any person and/or entity with

1 potential or alleged to have joint liability, and all of their respective past, present and future
2 employees, directors, officers, members, owners, agents, representatives, payroll agencies,
3 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

4 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiffs, the
5 Labor and Workforce Development Agency (“LWDA”), the State of California, and each “PAGA
6 Settlement Member” have released the Released Parties from the “Released PAGA Claims” for
7 the “PAGA Period” as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

9 (a) The “PAGA Settlement Members” are defined as all individuals who were
10 employed by Defendant as truck driver employees in California at any time from July 1, 2019
11 through November 9, 2020.

12 (b) The “Released PAGA Claims” are defined as all claims for civil penalties
13 under PAGA arising from or related to unpaid wages, including, failure to pay minimum wages,
14 straight time compensation, overtime compensation, double-time compensation, and interest; the
15 calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or
16 recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit
17 rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery
18 period premiums; payment for all hours worked, including off-the-clock work; failure to
19 reimburse business expenses; wage statements; unlawful deductions; failure to pay all wages when
20 due; failure to pay vacation wages; failure to pay all wages due at the end of the employment
21 relationship; non-compliant wage statements; and attorneys’ fees and costs; all claims for civil
22 penalties under PAGA related to the PAGA Released Claims arising under the Wage Orders of the
23 California Industrial Welfare Commission.

24 (c) The “PAGA Period” means the period from July 1, 2019 through November
25 9, 2020.

26 9. This Court hereby grants final approval and awards the following: (i) \$73,679.80
27 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Sixty
28 Thousand Dollars (\$60,000.00) and litigation expenses in the amount of Thirteen Thousand Six

1 Hundred Seventy-Nine Dollars and Eighty Cents (\$13,679.80); (ii) the Class Representative
2 Enhancement Payments to Class Representatives in the amount of \$10,000.00 to plaintiff Gabriel
3 Mendez and \$5,000.00 each to plaintiffs George Gosch, John Dian, and Michael Knighton in
4 exchange for a general release; (iii) Settlement Administration Costs of Four Thousand Five
5 Hundred Dollars (\$4,500.00) to ILYM Group, Inc.; and (iv) Three Thousand Seven Hundred Fifty
6 Dollars Zero Cents (\$3,750.00) (75% of the PAGA Settlement) to the Labor and Workforce
7 Development Agency (“LWDA Payment”); and (v) One Thousand Two Hundred Fifty Dollars
8 and Zero Cents (\$1,250) (25% of the PAGA Settlement) to the PAGA Settlement Members.

9 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(1)(3).

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
13 **ORDERED.**

14
15 DATED: _____, 2023
16
17

18 _____
Hon. George J. Abdallah, Jr.
19
20
21
22
23
24
25
26
27
28