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6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

8 BILL WOOD, an individual, on behalf
9 of himself, other current and former
10 aggrieved employees, and the State of
California, as a private attorneys
general,

11 Plaintiff,

12 vs.

13 BELTMANN GROUP
14 INCORPORATED d/b/a BELTMANN
15 RELOCATION GROUP, a Minnesota
16 corporation; NORTH AMERICAN
VAN LINES, INC., a Delaware
17 corporation; CRST SPECIALIZED
TRANSPORTATION, INC., an
18 Indiana corporation; and DOES 1
through 10, Inclusive,

19 Defendants.
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) Case No.: 8:20-cv-02092-JLS (ADS)

) **Honorable Josephine L. Staton**

) **[PROPOSED] ORDER GRANDING**
) **SETTLEMENT OF THE PAGA AND**
) **ENTRY OF RULE 68 JUDGMENT**

) Hearing:

) Date: August 11, 2023

) Time: 10:30 a.m.

) Courtroom: 8A

) *[Filed concurrently with Notice of*
) *Motion; Memorandum of Points and*
) *Authorities; Declarations of J.B. Twomey*
) *and Bill Wood in Support of Motion]*

1 **IT IS HEREBY ORDERED, ADJUGED AND DECREED that:**

2 The Court, having read and considered the papers of Plaintiff Bill Wood's
3 ("Plaintiff") Motion for Approval of the PAGA Settlement and Entry of Rule 68
4 Judgment, all document filed in support, or opposition by Beltmann Group
5 Incorporated ("Defendant"), the arguments of Counsel, and good cause appearing
6 hereby **ORDERS AS FOLLOWS:**

- 7 1. The Court ENTERS final Judgment in favor of Plaintiff in the amount of
8 FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS
9 (\$450,000.00), inclusive of attorneys' fees and costs, and interest, as full and
10 complete satisfaction of all claims, causes of action, damages, penalties, or
11 losses that Plaintiff claims to possess against Defendant which arise out of the
12 allegations set forth in Plaintiff's operative Third Amended Complaint in this
13 lawsuit ("Final Judgment");
14
- 15 2. The Court Orders that pursuant to Final Judgment, each party shall bear his,
16 her or their own attorneys' fees and costs, and upon disbursing the fund as
17 ordered below, Defendant shall be entitled to dismissal of the entire lawsuit,
18 with prejudice. Defendant made no admission of liability.
- 19 3. The Court finds the PAGA settlement to be fair, adequate, and reasonable.
20 Accordingly, the Court GRANTS the Motion in substantial part as follows:
- 21 a. The Court GRANTS final approval of the PAGA payment in the
22 amount of \$125,000.00 "Gross PAGA Fund";
23 b. The Court GRANTS approval of ILYM Group, Inc. as the settlement
24 administrator in this action and, second, that the \$3,465.00 costs to
25 ILYM Group, Inc. be deducted from the Gross PAGA Fund and paid;
26 c. From the "Net PAGA Fund" of \$121,535.00, ILYM Group, Inc. as the
27 settlement administrator will pay the following:
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- 1 i. \$91,151.25 (75% of \$121,535.00) to State of California through
2 the Labor and Workforce Development Agency (“LWDA”); and
3 ii. \$30,383.75 (25% of \$121,535.00) to Defendant’s PAGA Final
4 Mile Delivery Drivers (“FMDDs”) (“Net FMDD PAGA Fund”)
5 as follows:
6 1. \$22,180.14 (73% of \$30,383.75) to the “Box Truck COAL
7 FMDDs” driving trucks with gross weight load capacities
8 26,000 pounds or less that were directly contracted with
9 Defendant pursuant to a Contractor Operating Agreement
10 and Lease (“COAL”) at any point during the period
11 August 26, 2019 through date of this judgment (“PAGA
12 Period”), by a pro rata portion of \$22,180.14 based on the
13 number of workweeks each Box Truck COAL FMDDs
14 worked during the PAGA Period;
15 2. \$5,165.24 (17% of \$30,383.75) to the “Semi-Truck COAL
16 FMDDs” driving trucks driving semi-truck/tractor trailers
17 with gross weight load capacities equal to or greater than
18 26,001 pounds that were directly contracted with
19 Defendant pursuant to a COAL at any point during the
20 period PAGA Period, by a pro rata portion of \$5,165.24
21 based on the number of workweeks each Semi-Truck
22 COAL FMDDs worked during the PAGA Period;
23 3. \$2,430.70 (8.01% of \$30,383.75) to the “Box Truck Sub-
24 FMDDs” driving trucks with gross weight load capacities
25 26,000 pounds or less that were providing FMDD services
26 to Defendant but not pursuant to a COAL at any point
27 during the PAGA Period, by a pro rata portion of the
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1 \$2,430.70 based on the number of workweeks each Box
2 Truck Sub-FMDDs worked during the PAGA Period; and
3 4. \$607.67 (Net FMDD PAGA Fund remainder) to the
4 “Semi-Truck Sub-FMDDs” driving trucks driving semi-
5 truck/tractor trailers with gross weight load capacities
6 equal to or greater than 26,001 pounds that were providing
7 FMDD services to Defendant but not pursuant to a COAL
8 at any point during the PAGA Period, by a pro rata portion
9 of \$607.67 based on the number of workweeks each Semi-
10 Truck Sub-FMDDs worked during the PAGA Period.

- 11 d. The Court GRANTS final approval of payment to Plaintiff in the
12 amount of \$325,000.00 as and for resolution of his individual claims,
13 and Defendant shall make payment to “Twomey Law, P.C. Client Trust
14 Account” within thirty-days of entry of this Final Judgment.
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16 e. The Court shall reserve exclusive and continuing jurisdiction over this
17 matter until the final payment is made and all obligations in this Final
18 Judgment are satisfied, but solely for purposes of addressing Final
19 Judgment administration matters, and such other matters as may be
20 appropriate under court rules or as set forth in this Final Judgment.
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22 **IT IS SO ORDERED.**

23
24 DATE: _____
25 HON. JOSEPHINE L. STATON
26 UNITED STATES DISTRICT JUDGE
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