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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BLAIR WOODS and KENNETH JACKSON,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiff,

vs.

JUST IN TIME CARGO INC., a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: CIVDS 2000750
[Assigned to Hon. Judge David Cohn, Dept
S26 for all purposes]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: January 10, 2020

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action Settlement Agreement (the "Settlement Agreement") came for hearing in Department S26 of the above entitled court. The Final Approval Motion was unopposed by Defendants Just In Time Cargo, Inc. and its owner Tache Gabriel Georgescu (collectively, "Defendants"). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF FINAL JUDGMENT

1 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
2 comments received regarding the proposed settlement, and having reviewed the record in this
3 Litigation, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
6 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

7 2. The Court has jurisdiction over the subject matter over this Action, the Class
8 Representatives, the Class Members, and Defendants.

9 3. The Court finds that the distribution of the Class Notice, as provided for in the
10 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
11 under the circumstances to all Class Members and fully met the requirements of California law
12 and due process under the California and United States Constitution. Based on evidence and
13 other material submitted, the actual notice to the class was adequate.

14 4. The Court finds that the instant Action presented a good faith dispute of the
15 claims alleged, and the Court finds in favor of settlement approval.

16 a. Specifically, the claims on behalf of the Class Members included: (1)
17 willful misclassification, (2) failure to pay minimum wages, (3) failure to
18 pay for rest and recovery periods and other nonproductive time under
19 Labor Code § 226.2, (4) failure to provide rest breaks, (5) failure to
20 provide meal periods, (6) failure to reimburse business expenses, (7)
21 failure to timely pay wages each period and upon separation of
22 employment, (8) failure to provide accurate itemized wage statements, (9)
23 unfair and unlawful competition, and (10) all other claims for statutory
24 penalties based on the facts or claims alleged in the Complaint (the
25 “Released Claims”).

26 b. The claims on behalf of the Aggrieved Employees included all claims for
27 civil penalties under the Private Attorneys General Act, Labor Code §
28 2698 *et seq.*, that Plaintiffs alleged against the Released Parties, on behalf

of Aggrieved Employees and State of California, based on the facts stated in Plaintiffs' operative Complaint and in Plaintiffs' LWDA notice letters, including all PAGA claims seeking civil penalties for (1) willful misclassification, (2) failure to pay minimum wages, (3) failure to pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (4) failure to provide rest breaks, (5) failure to provide meal periods, (6) failure to reimburse business expenses, (7) failure to timely pay wages each period and upon separation of employment, and (8) failure to provide accurate itemized wage statements (the "PAGA Released Claims").

5. There were no Objections and two valid Requests for Exclusion to the Settlement. Other than the two opt-outs, the 538 Participating Class Members are entitled to payment pursuant to the Settlement and this Judgment.

6. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

7. The Settling Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

8. For purposes of effectuating this Order and Judgment, this Court has certified the following class: "all current and former truck drivers who performed services for Defendant Just In Time Cargo Inc. in the State of California and who were classified by Defendants as independent contractors during the Class Period of January 10, 2016, through December 22, 2021," as defined in the Settlement Agreement. The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

9. With respect to the Settlement Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or

fact common to the Settlement Class Members, and there is a well-defined community of interest among the Settlement Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual and representative capacity and for the Settlement Class.

10. By this Judgment, the Class Representatives shall release, relinquish, and discharge, and each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, as defined in the Settlement Agreement.

11. For purposes of effectuating this Order and Judgment, the PAGA Released Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees which consists of “all current and former truck drivers who performed services for Defendant Just In Time Cargo Inc. in the State of California and who were classified by Defendants as independent contractors during the PAGA Period of January 10, 2019, through December 22, 2021.”

12. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating Class Members as an admission of, or evidence of, the validity of any of the Class Members’ Released Claims, or of any wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the plaintiffs or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendants or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of

1 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
2 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

3 13. The Gross Settlement Amount to be paid under the Settlement Agreement is
4 \$450,000. From this amount, Class Counsel sought an award of attorney's fees of \$150,000,
5 litigation expenses of \$11,676.82, a Service Award of \$10,000 each for Class Representatives
6 Blair Woods and Kenneth Jackson, \$8,500 to the Settlement Administrator, Simpluris, \$15,000
7 to the LWDA for PAGA penalties and \$5,000 to the Aggrieved Employees for PAGA penalties.
8 Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair,
9 reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- 10 A. \$150,000 to Class Counsel for attorneys' fees;
11 B. \$11,676.82 to Class Counsel for costs/expenses;
12 C. \$10,000 each to Blair Woods and Kenneth Jackson as a Service Award;
13 D. \$8,500 to the Settlement Administrator, Simpluris;
14 E. \$15,000 to the LWDA;
15 F. \$5,000 to the Aggrieved Employees on a pro rata basis;
16 G. After deducting the foregoing payments from the Settlement Amounts, the
17 remainder shall form the Net Settlement Amount payable to the
18 Participating Class Members as set forth in the Settlement Agreement and
19 as calculated by the Settlement Administrator.

20 14. Defendants are directed to fund the Gross Settlement Amount, jointly and
21 severally, within 15 days of the Effective Date. The Settlement Administrator is directed to
22 calculate the Participating Class Members' Individual Settlement Amounts from the Net
23 Settlement Amount, as well as the payments due to the Aggrieved Employees, and issue all
24 payments within 10 days of receipt of the payment in accordance with the Settlement
25 Agreement. Concurrently with mailing the settlement checks to the Class Members and
26 Aggrieved Employees, the Settlement Administrator include a Notice of Entry of Judgment to all
27 Class Members either on a postcard or as a detachable portion of the check, noting the following:
28 "Please be advised that on [date] the Superior Court of California for the County of San

Bernardino entered Judgment in the case entitled *Blair Woods, et al. v. Just In Time Cargo Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDS 2000750, on behalf of all current and former truck drivers who performed services for Defendant Just In Time Cargo Inc. in the State of California and who were classified by Defendants as independent contractors during the Class Period of January 10, 2016, through December 22, 2021.”

15. Participating Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office in the name of the Class Member.

16. The following dates shall govern for purposes of this implementing this Order/Judgment:

June 9, 2022	Final Approval is entered and the Effective Date occurs
June 24, 2022	Defendants are directed to fund the Gross Settlement Amount and separately pay their share of the employer’s tax, as calculated and directed by the Settlement Administrator.
July 5, 2022	Settlement Administrator to issue checks to Participating Class Members, Class Representatives, Class Counsel, Aggrieved Employees and LWDA.
January 2, 2023	Deadline for Class Members to cash settlement checks.
March 15, 2024	Deadline to file Declaration by Settlement Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the date payment was issued to the State Controller.

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