

JAMES HAWKINS APLC
James Hawkins, Esq. (SBN 192925)
Gregory Mauro, Esq. (SBN 222239)
Michael Calvo, Esq. (SBN 314986)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com

Attorneys for Plaintiff DEIDRE R. CHILDRESS

[Additional Counsel Listed on Following Pages]

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

JOSE L. DIAZ, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION
CORPORATION, et al,

Defendants.

Lead Case No.: CIVDS1920120

Consolidated with:

Santa Barbara County Case No. 19CV04466

Los Angeles County Case No. 20STCV03328

Los Angeles County Case No. 20STCV12806

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE,
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS, AND
ATTORNEYS FEES AND COSTS; AND
JUDGMENT**

Date: August 10, 2021

Time: 10:00 a.m.

Dept: S26

Honorable David Cohn

Department S26

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KRYSTLE SHAY, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et
al.

Santa Barbara County Superior Court
Case No.: 19CV0446

DEIDRE R. CHILDRESS, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et
al.

Defendants.

Los Angeles County Superior Court
Case No. 20STCV03328

DEIDRE R. CHILDRESS, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION
CORPORATION, et al.,

Defendants.

Los Angeles County Superior Court
Case No. 20STCV12806

1
2 **BRADLEY/GROMBACHER, LLP**

3 Marcus J. Bradley, Esq. (SBN 174156)
4 Kiley L. Grombacher, Esq. (SBN 245960)
5 Lirit A. King, Esq. (SBN 252521)
6 31365 Oak Crest Drive, Suite 240
7 Westlake Village, California 91361
8 Telephone: (805) 270-7100
9 Facsimile: (805) 270-7589
10 mbradley@bradleygrombacher.com
11 kgrombacher@bradleygrombacher.com
12 lking@bradleygrombacher.com

13 Attorneys for Plaintiff JOSE L. DIAZ and the Proposed Class

14
15 **LAW OFFICES OF SAHAG MAJARIAN II**

16 Sahag Majarian II, Esq. (SBN 146621)
17 18250 Ventura Boulevard
18 Tarzana, California 91356
19 Telephone: (818) 609-0807
20 Facsimile: (818) 609-0892
21 E-mail: sahagii@aol.com
22 Attorney for Plaintiff JOSE L. DIAZ

23
24 **CROSNER LEGAL, P.C.**

25 Zachary Crosner (SBN 272295)
26 Michael Crosner (SBN 41294)
27 Blake Jones (SBN 211221)
28 9440 Santa Monica Boulevard, Suite 301
Beverly Hills, California 90210
Tel. (310) 496-5818
Fac. (818) 700-9973
Email: zach@crosnerlegal.com
Email: mike@crosnerlegal.com
Email: blake@crosnerlegal.com

Attorneys for Plaintiff KRYSTLE
SHAY

1 **[PROPOSED] ORDER**

2 The Motion of plaintiffs Jose L. Diaz, Krystle Shay, and Deirdre R. Childress
3 (“Plaintiffs”) for Final Approval of Class Action and PAGA Settlement and Release came on
4 regularly for hearing before this Court on August 10, 2021, pursuant to California Rule of
5 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action and
6 PAGA Settlement and Release (“Preliminary Approval Order”). Having considered the
7 parties’ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
8 “Settlement Agreement”) and the documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of
10 further prosecution, and the substantial benefits to be received by the Class Members and the
11 California Labor Workforce Development Agency (“LWDA”) pursuant to the Settlement, the
12 Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
13 adequate, and is the product of good faith, arm’s length negotiations between the parties. Good
14 cause appearing therefor, the Court hereby GRANTS Plaintiff’s Motion for Final Approval of
15 Class Action and PAGA Settlement and HEREBY ORDERS THE FOLLOWING:

16 1. Final judgment is hereby entered in conformity with the Settlement and this
17 Court’s Preliminary Approval Order. All terms used herein shall have the same meaning as
18 defined in the Settlement Agreement.

19 2. The conditional class certification contained in the Preliminary Approval Order
20 is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class
21 defined as: All persons who have been employed by Santa Barbara Transportation Company as
22 non-exempt employees in the State of California during the Class Period of July 10, 2015
23 through April 26, 2021.

24 3. Plaintiffs Jose L. Diaz, Krystle Shay, and Deirdre R. Childress are hereby
25 confirmed as Class Representatives, and Zachary Crosner, Esq., Blake Jones, Esq. and Michael
26 Crosner, Esq. of CROSNER LEGAL, P.C.; Marcus Bradley, Esq. and Kiley Grombacher, Esq.
27 of BRADLEY/GROMBACHER, LLP; Sahag Majarian II, Esq. of LAW OFFICES OF
28 SAHAG MAJARIAN II; and, James Hawkins, Esq. and Gregory Mauro, Esq. of JAMES

1 HAWKINS APLC are hereby confirmed as Class Counsel.

2 4. Notice was provided to Class Members as set forth in the Settlement
3 Agreement, which was approved by the Court on April 26, 2021, and the notice process has been
4 completed in conformity with the Court's Orders. The Court finds that said notice was the best
5 notice practicable under the circumstances. The Class Notice provided due and adequate notice
6 of the proceedings and matters set forth therein, informed Class Members of their rights, and
7 fully satisfied the requirements of California Code of Civil Procedure section 1781(e),
8 California Rule of Court 3.769, and due process.

9 5. The Court finds that Zero Class Members objected to the Settlement and that
10 three (3) Class Members validly opted out of the Settlement, and that the 99.91% participation
11 rate in the Settlement supports final approval.

12 6. The Court hereby approves the Settlement as set forth in the Settlement
13 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
14 Agreement according to its terms.

15 7. For purposes of settlement only, the Court finds that: (a) the members of the
16 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there
17 are questions of law or fact common to the Class and there is a well-defined community of
18 interest among the Class Members with respect to the subject matter of the litigation; (c) the
19 claims of the Class Representative are typical of the claims of the members of the Class; (d) the
20 Class Representative has fairly and adequately protected the interests of the Class Members;
21 (e) a class action is superior to other available methods for an efficient adjudication of this
22 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class
23 Representatives and the Class.

24 8. The Court finds that given the absence of objections, and objections being a
25 prerequisite to appeal, this Order shall be considered final as of the date of notice of entry.

26 9. The Court orders that within 15 calendar days of the Effective Date (as defined in
27 the Settlement Agreement), Defendant shall transmit the amount of \$3,000,000.00 to
28 ILYM Group, Inc. (the "Settlement Administrator"), as provided for in the Settlement

1 Agreement.

2 10. The Court finds that the Individual Settlement Payments, as provided for in the
3 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
4 distribute these payments in conformity with the terms of the Settlement.

5 11. The Court finds that the payment to the LWDA in the amount of \$250,000 for
6 its 75% share of the civil penalties allocated under the Private Attorneys General Act
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to
8 distribute this payment in conformity with the terms of the Settlement.

9 12. The Court finds that a Class Representative incentive award in the amount of
10 \$7,500 to each of the Plaintiffs is appropriate for the risks undertaken and their service to the
11 Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the
12 Settlement Administrator make this payment in conformity with the terms of the Settlement.

13 13. The Court finds that attorneys’ fees in the amount of \$1,050,000 and actual
14 litigation costs of \$28,639.39 for Class Counsel are fair, reasonable, and adequate, and orders
15 that the Settlement Administrator distribute these payments to Class Counsel in conformity
16 with the terms of the Settlement.

17 14. The Court orders that the Settlement Administrator shall be paid
18 \$30,000 from the Maximum Settlement Amount for all of its work done and to be done until
19 the completion of this matter, and finds that sum appropriate.

20 15. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a
23 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
24 judgment. The court may not enter an order dismissing the action at the same time as, or after,
25 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
26 Approval Order, and this Judgment.

27 16. The individuals who timely and validly opted-out of this Settlement and
28 who will not be bound by this judgment are: Kathleen Ellison, Khit O Van and Linda Dawes.

1 17. Neither defendants Santa Barbara Transportation Corporation nor Student
2 Transportation of America, Inc. (“Defendants”) nor any of the Released Parties shall have any
3 further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense,
4 or liability, except as provided for by the Settlement Agreement.

5 18. Neither the making of the Settlement Agreement nor the entry into the
6 Settlement Agreement constitutes an admission by Defendants, nor is this Order a finding of
7 the validity of any claims in the Action or of any other wrongdoing. Further, the Settlement
8 Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault,
9 or omission of any entity or persons; nor may any action taken to carry out the terms of the
10 Settlement Agreement be construed as an admission or concession by or against Defendant or
11 any related person or entity.

12 19. The Parties will bear their own costs and attorneys’ fees except as otherwise
13 provided by this Court’s Order awarding Class Counsels’ award for attorneys’ fees and
14 litigation costs.

15 20. By virtue of this Judgment and as of the date Defendants fund the settlement, all
16 Settlement Class Settlement Class Members (as defined in the Settlement Agreement),
17 have released and discharged Defendants and each of their present and former predecessors,
18 successors, parent companies, subsidiaries, divisions, related or affiliated companies, and
19 each of their shareholders, officers, directors, employees, agents, attorneys, insurers, successors
20 and assigns, and any individual or entity which could be liable for any of the Released Claims.
21 (collectively the “Released Parties”) from all claims, causes of action and factual or legal
22 theories that were alleged on behalf of the Class Members in Plaintiffs’ consolidated Action, or
23 could have been alleged based on the facts and legal theories contained in the Action, including
24 all of the claims for relief asserted in any of the underlying Diaz, Shay, and/or Childress actions
25 and any other claims or penalties which were asserted or could have been asserted based on the
26 facts in the underlying actions and out of the violations of the California Labor Code, the
27 applicable Wage Orders, and/or the California Unfair Competition Law alleged in any of the
28 underlying actions based on the facts alleged therein (collectively, the “Released Claims”).

1 The period of this release shall extend from July 10, 2015 through April 26, 2021. The
2 definition of Released Claims shall not be limited in any way by the possibility that Plaintiffs
3 or Class Members may discover new facts, legal theories, or legal arguments not alleged in
4 the operative complaint in the Action but which might serve as an alternative basis for
5 pursuing the same claims, causes of action, or legal theories of relief falling within the
6 definition of Released Claims.

7 21. Also, by virtue of this Judgment and as of the date Defendants fund the
8 settlement, Plaintiffs Diaz, Shay, and Childress have released, in addition to the Released
9 Claims described above, all claims, whether known or unknown, under federal or state
10 law, against the Released Parties. Plaintiffs understand that this release includes unknown
11 claims and that each is, as a result, waiving all rights and benefits afforded by Section
12 1542 of the California Civil Code, which provides: “A general release does not extend to
13 claims that the creditor or releasing party does not know or suspect to exist in his or her
14 favor at the time of executing the release and that, if known by him or her, would have
15 materially affected his or her settlement with the debtor or released party.”

16 22. As of the date Defendants fund the settlement, this Judgment also bars (i) any
17 and all PAGA Covered Employees, and (ii) the California Labor Workforce and Development
18 Agency, any other agency of the State of California, or any person acting on its behalf, from
19 pursuing claims against any Released Party for civil penalties recoverable under PAGA that
20 arise out of or relate to the Released Claims (“PAGA Released Claims”). The period of this
21 release shall extend from May 7, 2018 through April 26, 2021. The res judicata effect of the
22 Judgment will be the same as that of this release. The definition of PAGA Released Claims
23 shall not be limited in any way by the possibility that Plaintiffs, the LWDA or PAGA
24 Covered Employees may discover new facts, legal theories, or legal arguments not alleged
25 in the operative complaint in the Action but which might serve as an alternative basis for
26 pursuing the same claims, causes of action, or legal theories of relief falling within the
27 definition of PAGA Released Claims.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

23. No more than thirty (30) days after the Settlement Administrator transmits its Final Report to the Parties, as defined in the Agreement, Plaintiffs shall report to the Court the total amount that was actually paid to the Class Members.

IT IS SO ORDERED.

Dated:_____

THE HONORABLE DAVID S. COHN
JUDGE OF THE SUPERIOR COURT