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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
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11 FRANK CUELLAR, individually and
12 on behalf of other persons similarly
situated,

13 Plaintiff,

14 v.

15 FIRST TRANSIT INC., an active Ohio
Corporation;
16 FIRST VEHICLE SERVICES, INC.,
an active Ohio Corporation; and
17 DOES 1 through 10,

18 Defendants.
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Case No. 8:20-cv-01075-JWH-JDE

JUDGMENT

1 Pursuant to the “Order Granting Motion for Attorneys’ Fees, Costs,
2 Service Award, and Administration Costs [ECF No. 46] and Motion for Final
3 Approval of Class Action Settlement [ECF No. 47]” filed substantially
4 contemporaneously herewith,

5 It is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

6 1. This Court possesses subject matter jurisdiction over the above-
7 captioned action pursuant to 28 U.S.C. § 1332(d).

8 2. Fictitiously named Defendants Does 1-10 are **DISMISSED**.

9 3. The proposed settlement as reflected in the settlement agreement,
10 establishing a settlement fund of \$4,363,000, is **APPROVED**. A portion of
11 these funds—specifically \$250,000—is allocated for the Private Attorneys
12 General Act (“PAGA”) claim.

13 4. The following settlement class is **CERTIFIED**:

14 all individuals employed by First Transit, Inc. and/or First Vehicle
15 Services, Inc. as non-exempt employees in the state of California
16 from January 17, 2016, to June 21, 2022.

17 5. Plaintiff Frank Cuellar is **APPOINTED** as the representative of
18 the settlement class.

19 6. Cuellar is **AWARDED** \$5,000 as a service award for serving as
20 class representative.

21 7. Class Counsel are **AWARDED** attorneys’ fees in the amount of
22 \$1,308,900 and the reimbursement of litigation expenses in the amount of
23 \$45,315.39.

24 8. The Court-appointed settlement administrator, Phoenix
25 Administrators, is **AWARDED** \$52,575.71 in administration costs.

26 9. The payment of attorneys’ fees and expenses to Class Counsel, the
27 service award, and the administration costs in this action are **DIRECTED** be
28 made from the settlement fund, and the released parties as described in the

1 settlement agreement shall have no liability or responsibility for the payment of
2 Class Counsel's attorneys' fees or expenses, the service award, or the
3 administration costs. The released parties' only and total liability is the
4 settlement fund.

5 10. The settlement agreement is **APPROVED** as fair, reasonable, and
6 adequate as to, and in the best interests of, settlement class members; the parties
7 and their counsel are **DIRECTED** to implement and consummate the
8 agreement according to its terms and provisions; and the agreement is
9 **DECLARED** to be binding on, and to have preclusive effect on, all pending and
10 future lawsuits or other proceedings maintained by or on behalf of Cuellar and
11 the class.

12 11. To the extent permitted by law and without affecting the other
13 provisions of this Judgment, this Judgment is intended by the parties and the
14 Court to be *res judicata* and to prohibit and preclude any prior, concurrent, or
15 subsequent litigation brought individually, or in the name of, or otherwise on
16 behalf of the settlement class or its members with respect to any and all claims,
17 rights, demands, actions, causes of action, suits, debts, liens, contracts,
18 liabilities, agreements, costs, expenses, or losses arising out of or relating to the
19 claims released under the settlement agreement.

20 12. All persons who are members of the settlement class are bound by
21 this Judgment and are enjoined from instituting, maintaining, prosecuting, or
22 enforcing, either directly or indirectly, any claims discharged by the settlement
23 agreement.

24 13. The Court shall retain continuing jurisdiction over this action with
25 respect to the following matters:

- 26 a. the enforcement of the terms of the settlement agreement;
- 27 b. issues relating to settlement administration; and

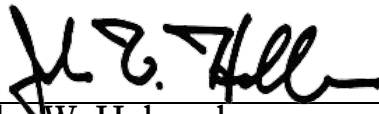
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1 c. the enforcement of this Judgment and any order relating to
2 attorneys' fees or expenses, the class representative service award, or
3 administration costs.

4 14. Other than potential post-judgment remedies, to the extent that any
5 party requests any other form of relief, such request is **DENIED**.

6 **IT IS SO ORDERED.**

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8 Dated: January 8, 2024



John W. Holcomb
UNITED STATES DISTRICT JUDGE