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

ANTHONY MASINAS, individually,
and on behalf of other members of the
general public similarly situated; JUAN
PARTIDA, individually, and on behalf of
other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

FLEETPRIDE, INC., an Alabama
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2018-0015792

Honorable Jayne Lee
Department 10C

CLASS ACTION

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: January 5, 2022
Time: 9:00 a.m.
Department: 10C

Complaint Filed: December 18, 2018
FAC Filed: August 3, 2021
Trial Date: None Set

1 This matter has come before the Honorable Jayne Lee in Department 10C of the above-
2 entitled Court, located at 180 E. Weber Avenue, Stockton, California 95202, on Plaintiffs Anthony
3 Masinas and Juan Partida's (together, "Plaintiffs") Motion for Final Approval of Class Action
4 Settlement, Attorneys' Fees and Costs, and Enhancement Payments ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC, Law Offices of Kevin T. Barnes, and Law Offices of
6 Raphael A. Katri appeared on behalf of Plaintiffs, and Seyfarth Shaw LLP appeared on behalf of
7 Defendant Fleetpride, Inc. ("Defendant").

8 On August 3, 2021, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action (the "Action") in accordance with the Stipulation of Class Action and
11 PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with
12 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly non-exempt individuals who are or were employed
26 by Defendant at any time from December 18, 2014 through February 17, 2021
27 ("Class" or "Class Members").

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1 4. The Notice of Class Action Settlement (“Notice”) that was provided to the Class
2 Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in or comment thereon, or to object to or seek
4 exclusion from the Class Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC, Law Offices of Kevin T. Barnes, and Law
13 Offices of Raphael A. Katri (together, “Class Counsel”); that the Settlement is the result of serious,
14 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the
15 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered
16 all of the evidence presented, including evidence regarding the strength of Plaintiffs' claims; the
17 risk, expense, and complexity of the claims presented; the likely duration of further litigation; the
18 amount offered in the Settlement; the extent of investigation and discovery completed; and the
19 experience and views of Class Counsel. The Court has further considered the absence of objections
20 to and requests for exclusion from the Class Settlement submitted by Class Members.
21 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
22 Settlement Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the Final
24 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
25 Class Members also have had a full and fair opportunity to exclude themselves from the Class
26 Settlement by submitting a timely written opt out request (“Request for Exclusion”). Accordingly,
27 the Court determines that all Class Members who did not submit a valid and timely Request for
28 Exclusion (“Settlement Class Member”) are bound by this Final Approval Order and Judgment.

1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$11,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement Administrator,
4 Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of
5 \$11,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Payments sought are fair and reasonable for
7 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$10,000.00 each to Plaintiffs Anthony Masinas and
9 Juan Partida for their Enhancement Payments, according to the terms and methodology set forth
10 in the Settlement Agreement.

11 9. The Court finds that the allocation of \$100,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Amount as follows: the amount of \$75,000.00 to the California Labor and Workforce Development
15 Agency, and the amount of \$25,000.00 will be distributed to all current and former hourly non-
16 exempt individuals who are or were employed by Defendant at any time from February 13, 2019
17 through February 17, 2021 (“Aggrieved Employees”), according to the terms and methodology set
18 forth in the Settlement Agreement.

19 10. The Court finds that the request for attorneys’ fees in the amount of \$875,000.00 to
20 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
21 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are
22 hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount
23 of \$875,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology
24 set forth in the Settlement Agreement, as follows: \$726,250.00 to Lawyers for Justice, PC and
25 \$148,750.00 to the Law Offices of Kevin T. Barnes and Law Offices of Raphael A. Katri.

26 11. The Court finds that reimbursement of litigation costs and expenses in the total
27 amount of \$31,305.99 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
28 that the Settlement Administrator issue payment in the amount of \$31,305.99 to Class Counsel for

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement, as follows: \$27,279.84 to Lawyers *for* Justice, PC, \$3,196.95
3 to the Law Offices of Kevin T. Barnes, and \$829.20 to the Law Offices of Raphael A. Katri.

4 12. The Court hereby enters Judgment by which Settlement Class Member shall be
5 conclusively determined to have given a release of any and all Released Class Claims and all
6 Aggrieved Employees shall be conclusively determined to have given a release of any and all
7 Released PAGA Claims, against the Released Parties, as set forth in the Settlement Agreement
8 and Notice.

9 13. It is hereby ordered that Defendant shall deposit the Total Settlement Amount into
10 a qualified settlement fund established by the Settlement Administrator within fifteen (15) calendar
11 days after the Effective Date, in accordance with the terms and methodology set forth in the
12 Settlement Agreement.

13 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
14 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to
15 Aggrieved Employees within seven (7) calendar days of the funding of Total Settlement Amount,
16 according to the methodology and terms set forth in the Settlement Agreement.

17 15. Each Individual Settlement Payment check issued to a Settlement Class Member
18 and Individual PAGA Payment check issued to an Aggrieved Employee will be valid and
19 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
20 thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted
21 to the State Controller's Office, Unclaimed Property Division in the name of the absent Aggrieved
22 Employee or Settlement Class Members.

23 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
24 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
25 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
26 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
27 any dispute arising from or in connection with the distribution of settlement benefits.

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1 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class
3 Action Administration Solutions' website for a period of at least sixty (60) calendar days after the
4 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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6 Dated: _____

HONORABLE JAYNE LEE
JUDGE OF THE SUPERIOR COURT