

FILED
Superior Court of California
County of Los Angeles

07/28/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: D. Wortham Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

OSCAR ALMANZA, individually and on)
behalf of all persons similarly situated,)

Plaintiff,)

v.)

XTREME XPRESS, INC., a California)
corporation and DOES 1 through 50,)
Inclusive,)

Defendants.)

Case No. 20STCV15387

~~PROPOSED~~ JUDGMENT

Hearing Date: July 28, 2022

Hearing Time: 9:00 AM

Honorable Judge Elihu M. Berle
Department 6

Trial Date: Not Set

Action Filed: April 21, 2020

Plaintiff's motion for an order finally approving the Second Amended Stipulation of Settlement of Class Action Claims and Release of Claims ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on July 28, 2022, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Settlement Class Action and good cause appearing therefor,

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1 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

2 1. The certification of the Settlement Class is confirmed for the purposes of
3 settlement. The Class is defined as all of XTREME XPRESS, INC.'s ("Defendant") current and
4 former non-exempt employees employed in California between April 21, 2016, and March 18,
5 2021.

6 2. All persons who meet the foregoing definition are members of the Settlement
7 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
8 Class. There were only four (4) opt outs. Curtis Mosely, Frank Linares, Latee Jack, and Rodrigo
9 Garcia requested exclusion.

10 3. Except as set forth in the Agreement, the Order Granting Motion for Final
11 Approval of Settlement Class Action and this Final Judgment, Plaintiff, and all members of the
12 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees
13 and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action Settlement and in this Final Judgment.

15 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
16 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
17 supervise and adjudicate any dispute arising from or in connection with the distribution of
18 settlement benefits.

19 5. As of the date the Defendant funds the Total Settlement Amount, each Class
20 Member who has not validly opted out has released the "Released Claims" against the Defendant
21 and all of the "Released Parties" as set forth in the Agreement.

22 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
23 The Released Claims are defined as all class claims alleged in the operative complaint which
24 occurred during the Class Period, and expressly excluding all other claims including claims for
25 vested, benefits, wrongful termination, unemployment, insurance, disability, social security,
26 workers' compensation, and class claims outside of the Class Period. The "Released Parties"
27 means Defendant.
28

1 7. The Released PAGA Claims are defined as any and all PAGA Claims alleged in
2 the operative complaint and Plaintiff's notice to the LWDA which occurred during the PAGA
3 Period, and expressly excluding all other claims, including claims for vested, benefits, wrongful
4 termination, unemployment, insurance, disability, social security, workers' compensation, and
5 PAGA Claims outside the PAGA Period.

6 8. This Court hereby grants final approval and awards the following: ~~(i) \$166,269.86~~
7 for the Class Counsel Award comprised of one-third of the Total Settlement Amount, or One
8 Hundred Fifty-Five Thousand, Seven Hundred Sixty-Nine Dollars and Eighty-Six Cents
9 (\$155,769.86) and expenses not to exceed ~~Ten Thousand, Five Hundred Dollars and Zero Cents~~
10 ~~\$9,897.93~~ ~~(\$10,500.00)~~; (ii) the enhancement payment to Class Representative, Oscar Almaza, of ~~Ten~~
11 ~~Thousand Dollars and Zero Cents (\$10,000.00)~~ ~~\$7,500.00~~ in exchange for a general release ("Class
12 Representative Service Award"); (iii) settlement administration costs of Fourteen Thousand
13 Dollars and Zero Cents (\$14,000.00) to ILYM Group, Inc. ("Settlement Administration Cost");
14 and (iv) Eleven Thousand, Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) (75% of the
15 PAGA Settlement) to the Labor and Workforce Development Agency ("LWDA Payment").

16 9. Plaintiff shall give notice of this Judgment to the Labor and Workforce
17 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
18 California Labor Code section 2699(1)(3).

19 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
20 **ORDERED.**

21
22 DATED: July 28, 2022



Elihu M. Berle

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Judge, Superior Court for the State of California,
County of Los Angeles