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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUBEN VARGAS, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

FAULT LINE LOGISTICS, LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV20408

Assigned for all purposes to:
Hon. Steven J. Kleifield, Dept. 57

REVISED [PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT

Date: December 9, 2021
Time: 8:30 a.m.
Dept: 57

Set by Minute Order Dated 07/09/2021

1 This matter came on for hearing on December 9, 2021, at 8:30 a.m., in Department 57 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed July 9, 2021 and the Joint Stipulation of Settlement ("Settlement Agreement"), a
5 copy of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of
6 Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard July 9, 2021 and
10 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
14 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
15 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue
16 their own remedies, and (c) of their right to appear in person or by counsel at the final approval
17 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
18 provided by each of these procedures. No member of the Class filed written objection to the
19 proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an informed
23 decision regarding approval of the Settlement based on the responses of the Settlement Class.
24 The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions

1 of law or fact common to the Settlement Class, and there is a well-defined community of interest
2 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
3 claims of Class Representative Ruben Vargas are typical of the claims of the members of the
4 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
5 the members of the Settlement Class; (e) a class action is superior to other available methods for
6 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
7 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
8 individual and representative capacities for the Class.

9 4. The Court has certified a Settlement Class, as that term is defined in and by the
10 terms of the Settlement Agreement as all current and former drivers classified, referred to, or
11 compensated as independent contractors by Defendant in California at any time from February
12 16, 2016 through December 2, 2020, and the Court deems this definition sufficient for purposes
13 of California Rule of Court 3.765(a).

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Ruben Vargas as the Class Representative in
16 this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
22 were able to reasonably evaluate their respective positions. The Court also finds that the
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
24 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

27 8. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$2,500,000.00.
4 Defendant shall pay this amount within five business days of the entry of this Order.

5 10. The Court finds and determines that the Individual Settlement Payments to be paid
6 to participating Settlement Class Members as provided for by the Settlement are fair and
7 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
8 be made to the participating Settlement Class Members in accordance with the Settlement
9 Agreement.

10 11. The Court finds and determines that payment to the California Labor and
11 Workforce Development Agency of \$22,500.00 as its share of the settlement of civil penalties in
12 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
13 that the payment of that amount be paid in accordance with the Settlement Agreement.

14 12. The Court finds and determines that the fees and expenses in administrating the
15 Settlement incurred by ILYM Group, Inc., in the amount of \$10,991.50, are fair and reasonable.
16 The Court hereby gives final approval to and orders that the payment of that amount in accordance
17 with the Settlement.

18 13. The Court finds and determines the Class Representative Incentive Award of
19 \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
20 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
21 Agreement.

22 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
23 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
24 \$833,333.33 and litigation costs of \$14,153.65. The Court finds such amounts to be fair and
25 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
26 accordance with the terms of the Settlement Agreement.

27 15. The Court hereby approves the terms of the release, which releases Defendant, and
28 its past, present and/or future officers, directors, shareholders, employees, agents, operators,

principals, owners, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, parent, subsidiary, predecessor, and successor companies (including but not limited to Nordic Logistics LLC; Genesis Intermodal; WDO Equipment LLC; Phoenix Management; and their owners, officers, and employees), affiliates, members, divisions, fiduciaries, trustees, partners, shareholders, investors, benefit plans, parents and attorneys, if any (“Released Parties”). Upon the Date of Finality, Named Plaintiff and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all claims that were or could have been alleged in Named Plaintiff’s Operative Complaints, during the Class Period, including but not limited to (1) failure to pay wages (2) failure to provide meal periods (3) failure to authorize or permit rest periods (4) failure to pay all wages to piece-rate workers for rest breaks; (5) unlawful deductions; (6) failure to pay wages upon separation of employment and within the required time (7) failure to furnish accurate itemized wage statements wage statement violations (8) failure to reimburse for business expenses; (8) violation of California Business and Professions Code §§17200, *et seq.* and (8) any claims asserted under the Private Attorneys General Act (“Released Claims”). Upon the Date of Finality, all PAGA Group Members, which means all Class Members, including any PAGA Group Members who timely and validly requests exclusion from the Class and this Settlement, release any claims asserted during the PAGA Period under the Private Attorneys General Act against Defendant based on the facts alleged in Named Plaintiff’s Operative Complaints.

16. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

17. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

18. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a

1 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
2 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
3 be construed as an admission or concession by or against Defendant or any related person or
4 entity.

5 19. Nothing in this order shall preclude any action to enforce the Parties' obligations
6 under the Settlement or under this order, including the requirement that Defendant makes payment
7 to the participating Settlement Class Members in accordance with the Settlement.

8 20. Upon completion of administration of the Settlement, the Settlement
9 Administrator will provide written certification of such completion to the Court and counsel for
10 the Parties which shall be filed with the Court five (5) court days before the non-appearance
11 compliance hearing set for February 6, 2023 at 8:30 a.m., in Dept. 57.

12 21. The Court hereby enters final judgment in accordance with the terms of the
13 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
14 on July 9, 2021, and this Order.

15 22. The Parties will bear their own costs and attorneys' fees except as otherwise
16 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
17 costs.

18 DATED: _____, 2021

19 _____
20 Honorable Steven J. Kleifield
21 JUDGE OF THE SUPERIOR COURT
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On December 9, 2021, I served the foregoing document entitled:

5 • **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS**
6 **ACTION SETTLEMENT AND ENTERING JUDGMENT**

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
copy thereof on the party(ies) addressed below as follows:

7 MICHAEL J. HOLECEK, SBN 281034
8 mholecek@gibsondunn.com
9 THOMAS F. COCHRANE, SBN 318635
10 tcocrane@gibsondunn.com
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

12 *Attorneys for Defendant:*

13 FAULT LINE LOGISTICS, LLC

GIBSON, DUNN & CRUTCHER LLP
JOSHUA S. LIPSHUTZ, SBN 242557
jlipshutz@gibsondunn.com
555 Mission Street, Suite 3000
San Francisco, CA 94105-0921
Telephone: 415.393.8200
Facsimile: 415.393.8306

Attorneys for Defendant:

FAULT LINE LOGISTICS, LLC

14 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (Cal Code Civ. Proc. § 1013(a); Fed.
R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).)

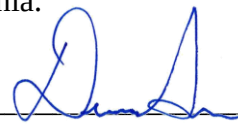
18 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (Cal
Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)

21 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (Cal.
Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)

23 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.
5(b)(2)(A).)

25 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

26 Executed on December 9, 2021, at Irvine, California.

27 
28 Delaney Graves