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

12 JARRELL ELLSWORTH, on behalf of
himself and others similarly situated,

13 Plaintiff,

14 v.

15 SCHNEIDER NATIONAL CARRIERS,
INC., a Nevada corporation; and DOES 1
16 through 10, inclusive,

17 Defendants.

CASE NO.: CIVDS2012486

[Assigned for all purposes to Hon. David Cohn]

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Date: May 25, 2022

Time: 10:00 a.m.

Department: S-26

1 **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT**

2 Having considered Plaintiff Jarrell Ellsworth's unopposed Motion for Approval of PAGA
3 Settlement, the Parties' Settlement Agreement and Release of Claims ("Settlement"), attached as
4 Exhibit 2 to the Declaration of Justin Kachadoorian, the arguments of counsel, and other matters
5 before the Court in this action, and finding good cause,

6 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that Plaintiff's Motion for
7 Approval of PAGA Settlement is **GRANTED**, subject to the following findings and orders:

8 1. This Order incorporates by reference the definitions of the Settlement as though fully
9 set forth herein, and all capitalized terms used herein shall have the same meaning as set forth in
10 the Settlement.

11 2. The Settlement represents a reasonable and adequate settlement of disputed claims,
12 satisfies the purposes of the Labor Code Private Attorneys General Act of 2004 to benefit the public,
13 and is hereby approved in accordance with Labor Code section 2699(l)(2).

14 3. The Court appoints Atticus Administration, LLC, as the Settlement Administrator,
15 and approves up to \$10,000 for the cost of settlement administration, the exact amount to be set
16 forth in a declaration of the Settlement Administrator regarding the final disbursement of the
17 settlement funds.

18 4. The Parties and the Settlement Administrator are ordered to carry out the Settlement
19 according to the terms of the PAGA Settlement.

20 5. The Court approves as to form and content the Notice of Settlement Payment,
21 attached as Exhibit A to the Settlement.

22 6. The Court finds that the allocation of the settlement funds set forth in the Settlement
23 is fair, just, reasonable, adequate, and equitable to all concerned, and is approved.

24 7. Pursuant to the Settlement, Defendant shall pay the Gross Settlement Fund Amount
25 into a Qualified Settlement Fund established by the Settlement Administrator, and the Settlement
26 Administrator shall distribute the Net Settlement Amount to Aggrieved Employees and the LWDA
27 as required under the Settlement, and all such Aggrieved Employee contact and other information
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provided by Defendant to the Settlement Administrator for purposes of carrying out the Settlement shall be subject to the use and disclosure restrictions set forth in Paragraph 39 of the Settlement.

8. The Court approves the Enhancement Award of \$10,000.00 to Plaintiff.

9. The Court finds Plaintiff's Counsel's attorneys' fees and costs request to be reasonable under the circumstances, and approves the award of \$472,500.00 in attorneys' fees and \$19,435.87 in costs.

10. Pursuant to Paragraphs 21 and 30.b of the Settlement, the Court grants Plaintiff leave to file the Fourth Amended Complaint attached as Exhibit 4 to the Declaration of Justin Kachadoorian, which upon its filing, shall be deemed to have been generally denied by Defendant. Plaintiff is ordered to file the Fourth Amended Complaint within seven (7) court days from the date of this Order.

11. The Court further orders, adjudges, and decrees that Plaintiff and the Aggrieved Employees have released and forever discharged the Released Parties from the Released Claims for the Settlement Period.

12. There has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims.

13. Under the terms of the Settlement, Plaintiff, Aggrieved Employees, and the LWDA shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor Standards Enforcement ("DLSE"), with the LWDA, or with any other entity, with respect to the Released Claims.

14. The Settlement is not an admission by Defendant or by any of the other Released Parties of any wrongdoing or liability, with such wrongdoing and/or liability expressly denied by Defendant. This Order is not intended to and shall not be construed as a finding of the validity of any allegations or of any wrongdoing or liability by Defendant or any of other Released Parties. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the Released Parties.

15. This Final Judgment is entered pursuant to the Settlement and is intended to effectuate the Settlement as more fully described in the Agreement.

16. Without affecting the finality of this Order, the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees for purposes of supervising, implementing, interpreting, and enforcing this Order and the Settlement.

17. The Settlement Administrator shall submit a declaration upon the final disbursement of the settlement funds reporting its compliance with this Order and the terms of the Settlement.

IT IS SO ORDERED.

DATED:

Honorable David Cohn
Judge of the Superior Court