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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JACOB CARRILLO, on behalf of himself and all
 others similarly situated,

Plaintiff,

vs.

BIKEHUB, a California corporation; BICYCLE
 TRANSIT SYSTEMS, INC., a Delaware
 Corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV28879

*[Assigned for all purposes to the Hon.
 David S. Cunningham; Dept. SSC-11]*

**~~[AMENDED PROPOSED]~~ ORDER
 GRANTING PLAINTIFF'S MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT AND FINAL
 JUDGMENT**

Date: December 15, 2022

Time: 11:00 a.m.

Dept: SSC-11

Complaint Filed: July 29, 2020

Trial Date: None set.

FILED
 Superior Court of California
 County of Los Angeles

01/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

1 This matter came on regularly for hearing before this Court on December 15, 2022 at
2 11:00 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Amended Stipulation of Class Action and PAGA Settlement ("Settlement
5 Agreement")¹ and the documents and evidence presented in support thereof, and recognizing the
6 sharply disputed factual and legal issues involved in this case, the risks of further prosecution and
7 the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
8 Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate,
9 and is the product of good faith, arm's-length negotiations between the parties. Good cause
10 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class
11 Action Settlement and ORDERS as follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class consisting of:

17 All current and former non-exempt or hourly-paid employees who are or
18 were employed by Defendants Bikehub and Bicycle Transit Systems, Inc.
19 in the State of California at any time between July 29, 2016 through June 6,
20 2022 (the "Class Period").

21 3. Plaintiff Jacob Carrillo is hereby confirmed as the Class Representative, and Paul
22 K. Haines, Sean M. Blakely, and Neil M. Larsen of Haines Law Group, APC are confirmed as
23 Class Counsel.

24 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
25 was preliminarily approved by the Court on June 6, 2022, and the notice process has been
26

27 ¹ All terms used in this Order and Final Judgment shall have the same meaning as that assigned
28 to them in the Settlement Agreement.

1 completed in conformity with the Court's Orders. The Court finds that said notice was the best
2 notice practicable under the circumstances. The Class Notice provided due and adequate notice
3 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully
4 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
5 Court 3.769, and due process.

6 5. The Court finds that no Class Member objected to the Settlement, no Class
7 Member has elected to opt-out of the Settlement, and that the 100% participation rate in the
8 Settlement supports final approval.

9 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
10 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
11 according to its terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
17 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
18 interests of the Class Members; (e) a class action is superior to other available methods for an
19 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
20 for the Class Representative and the Settlement Class.

21 8. The Court orders that Defendants Bikehub and Bicycle Transit Systems, Inc. shall
22 deposit the Gross Settlement Amount in the amount of \$375,000.00 with the Settlement
23 Administrator, Phoenix Settlement Administrators, within sixty (30) calendar days of the date of
24 this Order and Judgment.

25 9. The Court orders that any Individual Settlement Payments that remain uncashed
26 after 180 days after they are mailed shall be distributed to the Controller of the State of California
27 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.*
28

1 10. The Court finds that the Individual Settlement Payments, as provided for in the
2 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
3 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

4 11. The Court finds that a Class Representative Incentive Payment in the amount of
5 \$5,000.00 to Plaintiff is appropriate for the risks undertaken and his service to the Settlement
6 Class. The Court finds that the incentive payment is fair, reasonable, and adequate, and orders
7 that the Settlement Administrator make this payment in conformity with the terms of the
8 Settlement.

9 12. The Court finds that attorneys' fees in the amount of \$125,000.00 and actual
10 litigation costs of \$10,403.53 for Class Counsel, are fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute these payments to Class Counsel in conformity with the
12 terms of the Settlement.

13 13. The Court finds that a payment to the Labor & Workforce Development Agency
14 ("LWDA") in the amount of \$15,000.00 for the LWDA's share of civil penalties under the Labor
15 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
16 Settlement Administrator make this payment in conformity with the terms of the Settlement.

17 14. The Court orders that the Settlement Administrator shall be paid \$7,250.00 from
18 the Gross Settlement Amount for all of its work done and to be done until the completion of this
19 matter, and finds that sum appropriate.

20 15. The Settlement is not an admission by Defendants, nor is this Order and Final
21 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither
22 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
23 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
24 culpability, or wrongdoing on the part of Defendants.

25 16. Upon the funding of the Gross Settlement Amount, Participating Class Members
26 shall fully release and discharge Defendants and each of their former, present and future owners,
27 parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers,
28

1 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
2 agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
3 representative (the “Released Parties”) from any and all claims, demands, rights, liabilities and
4 causes of action that were pled in Plaintiff’s Second Amended Class and Representative Action
5 Complaint (the “Operative Complaint”) at the time of preliminary approval of this Agreement, or
6 which could have been pled in the Operative Complaint based on the factual allegations therein,
7 that arose during the Class Period, including but not limited to causes of action for (1) failure to
8 pay all minimum wages (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197, and applicable
9 provisions of the relevant Industrial Wage Order); (2) failure to pay all overtime wages owed
10 (Cal. Lab. Code §§ 204, 510, 551, 552, 558, 1194, 1198, and applicable provisions of the relevant
11 Industrial Wage Order); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512, 558
12 and applicable provisions of the relevant Industrial Wage Order); (4) failure to authorize and
13 permit all rest periods (Cal. Lab. Code §§ 226.7, 516, and 558), and applicable provisions of the
14 relevant Industrial Wage Order); (5) failure to provide accurate itemized wage statements (Cal.
15 Lab. Code § 226, *et seq.*); (6) failure to pay all wages due upon termination (Cal. Lab. Code §§
16 201, 202, 203); (7) failure to reimburse business expenses (Cal. Lab. Code §§ 2802, 2804); (8) all
17 claims for unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and all claims for
18 attorneys’ fees and costs relating to the class claims, that could have been premised on the facts,
19 claims, causes of action or legal theories described above or that could have been premised on the
20 facts, claims, causes of action or legal theories described above (the “Released Claims”) for the
21 Class Period.

22 17. Additionally, all PAGA Members, regardless of whether they submit timely and
23 valid Requests for Exclusion from the Settlement Class, will release all claims, demands, rights,
24 liabilities and causes of action for civil penalties under Private Attorneys General Act of 2004
25 against the Released Parties based on (as alleged in Plaintiff’s July 30, 2020 notification letter to
26 the LWDA, Plaintiff’s amended notification letter to the LWDA, and the Operative Complaint),
27 claims that arose during the PAGA Period including, but not limited to, claims for civil penalties
28

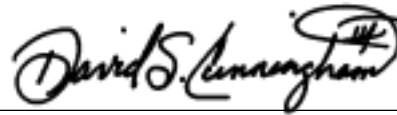
1 under California Labor Code §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516,
2 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2699, 2699(a), 2699(g)(1),
3 2699.3, 2699.5, 2802, 2804, and applicable Wage Orders of the Industrial Welfare Commission,
4 including but not limited to applicable Industrial Welfare Commission Wage Order, and all
5 related Claims for attorneys' fees and costs.

6 18. This document shall constitute a final judgment pursuant to California Rule of
7 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
8 approval hearing, the court must make and enter judgment. The judgment must include a
9 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
10 judgment. The court may not enter an order dismissing the action at the same time as, or after,
11 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, and this Final
12 Approval Order and Judgment. The Settlement Administrator shall give notice of this Judgment
13 by posting this Final Judgment on its website.

14 19. A Non-Appearance Case Review Re Filing of Final Accounting Declaration is set
15 for August 31, 2023 at 8:30 a.m.

16 **IT IS SO ORDERED.**

17 Dated: 01/03/2023, 2022



Honorable David S. Cunningham
Judge of the Superior Court