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Attorneys for Plaintiffs RON ELLWANGER, ANTHONY GRIFFIN, and
DAYMIEN HARDY on behalf of themselves, all others similarly
situated, and on behalf of the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SUTTER**

RON ELLWANGER, ANTHONY
GRIFFIN, and DAYMIEN HARDY on
behalf of themselves, all others similarly
situated, and on behalf of the general
public,

Plaintiffs,

v.

NEW LEGEND, INC. and DOES 1-100,
Defendants.

Case No. CVCS 19-0000452

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT; JUDGMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Judge: Hon. Susan E. Green

1 This matter came on for hearing on January 10, 2025 at 9:00 a.m. in Department 23 of the
2 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and PAGA
3 Settlement, attorneys' fees and costs, Class Representative Enhancement Payments, administration
4 costs, PAGA payment and Judgment. For purposes of this Order and Judgment, the Court refers
5 to all defined terms (i.e. terms with initial capitalization) as set forth in the Joint Stipulation and
6 Settlement Agreement ("Settlement Agreement"). Having received and considered the Settlement
7 Agreement, the supporting papers filed by the Parties, and the evidence and argument received by
8 the Court in conjunction with the Motion for Preliminary Approval of Class and PAGA Action
9 Settlement, and the instant Plaintiff's Motion for Final Approval of Class Action Settlement,
10 Attorneys' Fees, Costs, Enhancement Award, Administration Costs, and Entering of Final
11 Judgment, the Court grants final approval of the Settlement and HEREBY ORDERS AND
12 MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
14 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
15 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
16 to request exclusion from the Class and the Settlement, of their right to comment upon or object
17 to the Settlement and to appear in person or by counsel at the final approval hearing and of the
18 date set for the Final Approval hearing. Adequate periods of time were provided by each of these
19 procedures.

20 2. In response to the Notice, no members objected, two members requested inclusion
21 and only three members requested exclusion. There are no outstanding disputes regarding the
22 Settlement.

23 3. The Court finds and determines that this notice procedure afforded adequate
24 protections to Class Members and provides the basis for the Court to make an informed decision
25 regarding approval of the Settlement based on the Class Members' response. The Court finds and
26 determines that the Notice provided in the Action was the best notice practicable, which satisfied
27 the requirements of law and due process.
28

1 4. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
3 finally approved, and that all terms and provisions of the Settlement Agreement should be and
4 hereby are ordered to be consummated.

5 5. The Court has certified a Class, as those terms are defined in and by the terms of
6 the Settlement Agreement, and the Court deems this definition sufficient for purposes of California
7 Rule of Court 3.765(a).

8 6. The Court hereby approves the terms set forth in the Settlement Agreement and
9 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
10 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
11 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
12 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
13 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
14 Court also finds that Settlement will enable the Parties to avoid additional and potentially
15 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
16 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
17 recognizes the significant value accorded to the Class.

18 7. The Court hereby confirms James Hawkins, APLC and Mara Law Firm, P.C., as
19 Class Counsel in this action.

20 8. The Court hereby confirms Plaintiffs RON ELLWANGER, ANTHONY GRIFFIN,
21 and DAYMIEN HARDY as the Class Representatives in this action.

22 9. The Court finds and determines that the individual settlement payments to Class
23 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
24 The Court hereby gives final approval to and orders the payment of those amounts be made to the
25 participating members of the Class in accordance with the terms of the Settlement.

26 10. The Court finds and determines that the \$60,000.00 PAGA Payment for alleged
27 civil penalties in this case, of which the Labor and Workforce Development Agency ("LWDA")
28 shall receive 75%, or \$45,000.00, with the remaining \$15,000.00 of the PAGA Payment payable

1 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives final
2 approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

3 11. The Court finds and determines the Class Representative Enhancement Payments
4 in the sum of \$15,000.00 to each Plaintiff are fair and reasonable (\$45,000.00 total). The Court
5 hereby orders the Administrator to make this payment to the Plaintiffs/Class Representatives in
6 accordance with the terms of the Settlement Agreement.

7 12. The Court finds and determines that the payment to be paid to the Settlement
8 Administrator, Simpluris, Inc. in the sum of \$19,065.00 for its fees and expenses incurred is fair
9 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
10 accordance with the terms of the Settlement Agreement.

11 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
12 submitted by Class Counsel, the Court hereby grants final approval of payments for Class
13 Counsel's attorneys' fees in the sum of \$560,549.33 and litigation costs of \$21,115.43. The Court
14 finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
15 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

16 14. Neither Defendant nor any of the Released Parties shall have any further liability
17 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
18 as provided for by the Settlement Agreement.

19 15. The Court finds and determines that the releases contained in the Settlement
20 Agreement are appropriate and shall bind all Class Members who did not timely opt out of the
21 Settlement ("Participating Class Members") and all PAGA Aggrieved Employees.

22 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
23 pursuant to the Settlement Agreement or pursuant to this Order.

24 17. The Court finds and determines that nothing in the Settlement Agreement, this
25 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
26 wrongdoing by Defendant or any Released Party or (2) may be offered or admitted in evidence
27 against Defendant or any Released Party (other than solely in connection with this Settlement).
28

18. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Preliminary Approval Order and this Order.

19. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order 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.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives and all Participating Class Members and PAGA Aggrieved Employees shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiffs and each Participating Class Member, PAGA Aggrieved Employee, and the California Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for the Class Period of March 31, 2019, through May 17, 2024 for drivers (“Driver Class Period”) and August 13, 2016, through May 14, 2024 for non-drivers (“Non-Driver Class Period”). Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

IT IS SO ORDERED.

Date: _____

By: _____

Hon. Susan E. Green

Judge of the Superior Court

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[PROPOSED] ORDER AND JUDGMENT