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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE AGUILAR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KNE, LLC, a California limited liability
company, dba H2O LOGISTICS; and DOES 1
through 100,

Defendants.

Case No.: 20STCV05676

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

[PROPOSED] FINAL JUDGMENT

Date: September 16, 2021
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: February 13, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 16, 2021,
2 pursuant to California Rule of Court 3.769 and this Court's May 6, 2021 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Amended Stipulation of Settlement (referred to hereinafter as
5 "Settlement" or "Settlement Agreement")¹ and the documents and evidence presented in support
6 thereof, and the submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as
7 follows:

8 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

11 All current and former non-exempt, hourly employees of Defendant KNE, LLC dba
12 H2O Logistics who worked in California at least one (1) day at any time from
13 February 13, 2016 through May 6, 2021.

14 2. Plaintiff Jose Aguilar is hereby confirmed as Class Representative, and Scott M.
15 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
16 Haines Law Group, APC are hereby confirmed as Class Counsel.

17 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on May 6, 2021, and the notice process
19 has been completed in conformity with the Court's Order. The Court finds that said notice was
20 the best notice practicable under the circumstances. The Notice Packet provided due and
21 adequate notice of the proceedings and matters set forth therein, informed Settlement Class
22 members of their rights, and fully satisfied the requirements of California Code of Civil
23 Procedure § 1781(e), California Rule of Court 3.769, and due process.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement and
2 no Settlement class member has opted out of the Settlement, and that the 100% participation rate
3 in the Settlement supports final approval.

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

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

16 7. The Court orders that KNE, LLC dba H2O Logistics deliver the Gross Settlement
17 Amount of \$100,000.00 to Phoenix Settlement Administrators, the Settlement Administration,
18 within thirty (30) calendar days of the Order, as provided for in the Settlement.

19 8. The Court finds that the settlement payments, as provided for in the Settlement,
20 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
21 individual payments in conformity with the terms of the Settlement.

22 9. The Court finds that a service award in the amount of 5,000.00 for Plaintiff Jose
23 Aguilar is appropriate for his risks undertaken and service to the Settlement Class. The Court
24 finds that this award is fair, reasonable, and adequate, and orders that the Settlement
25 Administrator make this payment in conformity with the terms of the Settlement.

26 10. The Court finds that attorneys' fees in the amount of \$33,333.33, and actual
27 litigation costs of \$4,732.78 for Class Counsel, are fair, reasonable, and adequate, and orders
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1 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
2 the terms of the Settlement.

3 11. The Court orders that the Settlement Administrator shall be paid \$3,500.00 from
4 the Gross Settlement Amount for all of its work done and to be done until the completion of this
5 matter, and finds that sum appropriate.

6 12. The Court finds that the payment to the California Labor & Workforce
7 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
8 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
9 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
10 this payment to the LWDA in conformity with the terms of the Settlement.

11 13. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
12 the portion of the Net Settlement Amount allocated to wages shall be paid by KNE, LLC dba
13 H2O Logistics separately, and in addition to, the Gross Settlement Amount.

14 14. The Court finds and determines that upon satisfaction of all obligations under the
15 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will
16 have released the Released Claims as set forth in the Settlement, and will be permanently barred
17 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

18 15. Upon satisfaction of all obligations under the Settlement and the Final Approval
19 Order, by virtue of this Judgment, Plaintiff and all of its past and present officers, directors,
20 shareholders, managers, employees, agents, principals, heirs, representatives, accountants,
21 auditors, consultants, and its respective successors and predecessors in interest, subsidiaries,
22 affiliates, parents and attorneys, (collectively the "Released Parties"), from all claims, demands,
23 rights, liabilities and causes of action that were pled in the operative Complaint in the Action, or
24 which could have been pled in the operative Complaint in the Action based on the factual
25 allegations therein, that arose during the Class Period including but not limited to the following
26 claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed;
27 (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure
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1 to authorize and permit rest periods or leaving the facility for rest breaks, or premium pay for
2 non-complaint rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure
3 to timely pay wages upon separation of employment; (g) unlawful deductions from wages; and
4 (h) all claims for unfair business practices that could have been premised on the facts, claims,
5 causes of action or legal theories described above (collectively, the “Released Claims”). The
6 period of the Release shall extend to the limits of the Class Period.

7 16. PAGA Employees, including Plaintiff, will release and forever discharge all
8 claims, demands, rights, liabilities and causes of action for penalties under California Labor Code
9 Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in the
10 letter to the Labor & Workforce Development Agency (“LWDA”) February 28, 2020 and the
11 operative Complaint for: (a) failure to pay all overtime wages owed; (b) failure to pay all
12 minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant
13 meal periods; (d) failure to authorize and permit rest periods or leaving the facility for rest breaks,
14 or premium pay for non-complaint rest periods; (e) failure to provide accurate, itemized wage
15 statements; (f) failure to timely pay wages upon separation of employment; (g) unlawful
16 deductions from wages (collectively, “PAGA Released Claims”). The PAGA Period and the
17 time period of the PAGA Released Claims is defined as the time period of February 13, 2019
18 through May 6, 2021.

19 17. In light of his Class Representative Service Award and other consideration given,
20 Plaintiff has agreed to a general release, in addition to the Released Claims described above, of
21 all claims, demands, rights, liabilities, and causes of action, whether known or unknown, under
22 federal, state or local law against the Released Parties. Plaintiff understands that this release
23 includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by
24 Section 1542 of the California Civil Code, which provides:

25 **A general release does not extend to claims that the creditor or**
26 **releasing party does not know or suspect to exist in his or her favor**
27 **at the time of executing the release, and that if known by him or**
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1 **her would have materially affected his or her settlement with the**
2 **debtor or released party.**

3 18. The releases shall be null and void if the Settlement is not fully funded.

4 19. This document shall constitute a final judgment pursuant to California Rule of
5 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
6 approval hearing, the court must make and enter judgment. The judgment must include a
7 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
8 judgment. The court may not enter an order dismissing the action at the same time as, or after,
9 entry of judgment.”

10 20. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
11 Order, and this Judgment.

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13 **JUDGMENT IS SO ENTERED.**

14
15 Dated: _____, 2021

Honorable Kenneth R. Freeman
Judge of the Superior Court