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10 Attorneys for Plaintiff Julio C. Polar,  
11 individually, and on behalf of all others  
12 similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JULIO C. POLAR, individually, and on behalf  
of all others similarly situated,

Plaintiff,

v.

BUTTON TRANSPORTATION, INC., a  
California Corporation; BUTTON  
TRANSPORTATION, LLC, a Louisiana limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 21STCV02575

*[Assigned for all purposes to the Hon.  
Carolyn B. Kuhl, Dept. 12]*

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS AND  
PAGA ACTION SETTLEMENT AND  
JUDGMENT THEREON**

Date: May 31, 2023  
Time: 10:30 a.m.  
Dept: 12

Complaint filed: January 21, 2021  
FAC filed: April 20, 2021  
Trial date: None set

**FILED**  
Superior Court of California  
County of Los Angeles

**05/31/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 **[PROPOSED] ORDER AND FINAL JUDGMENT**

2 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final  
3 Approval") came before this Court on May 31, 2023, at 10:30 a.m. in *Polar, et al. v. Button*  
4 *Transportation, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV02575 (the "Action").

5 Having fully reviewed the Motion for Final Approval and declarations filed in support thereof,  
6 including the parties' Settlement and Release Agreement ("SA" or "Settlement") attached as Exhibit 1 to  
7 the Declaration of Taras Kick in Support of Plaintiff's Motion for Final Approval, and good cause  
8 appearing, THE COURT HEREBY ORDERS AS FOLLOWS:

9 1. Plaintiff's Motion for Final Approval is hereby granted and Judgment is entered as stated  
10 herein.

11 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff Julio C. Polar  
12 ("Plaintiff"), Settlement Class Members, and Defendants Button Transportation, Inc. and Button  
13 Transportation, LLC ("Defendants"), and finally certifies and binds the following Settlement Class  
14 Members and Settlement Class:

15 All current and former drivers who worked for Defendants in the State of California  
16 at any time within the Class Period, from January 21, 2017, through October 24,  
17 2022 ("Class Period").

18 and finally binds the State of California as to the following PAGA aggrieved employees:

19 All current and former drivers who worked for Defendants in the State of California  
20 at any time within the PAGA Period, from January 20, 2020, through October 24,  
21 2022 (the "Aggrieved Employees").

22 3. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of  
23 Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now grants final approval of the Settlement  
24 as set forth in the Settlement Agreement and enters this Final Judgment under which Plaintiff, Participating  
25 Class Members, the State of California, and the California Labor and Workforce Development Agency  
26 ("LWDA"), shall take nothing from Defendants, except as expressly set forth herein.

27 4. The Court finds that Plaintiff has adequately represented the Class and finally appoints  
28 Plaintiff as Class Representative.

1           5.       The Court finds that Taras Kick and Greg Taylor of The Kick Law Firm, APC have  
2 adequately represented the Class and finally appoints them as Class Counsel.

3           6.       The Court finds that the Settlement that has been reached is the result of non-collusive,  
4 arm's-length negotiations. The Court finds that the Settlement is, in all respects, fair, reasonable, and  
5 adequate to the Class when balanced against the probable outcome of extensive and costly litigation.  
6 Substantial investigation and research have been conducted such that counsel for the Parties are reasonably  
7 able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial  
8 additional costs by all parties, as well as the delay and risk that would be presented by further prosecution  
9 of the Action.

10          7.       The Court determines that the Parties complied with the distribution of the Class Notice in  
11 the manner and form set forth in the Preliminary Approval Order and that, as a result, the Class Notice  
12 provided to the Class was the best notice practicable under the circumstances, constituted due and  
13 sufficient notice to all persons entitled to such notice and that all absent Settlement Class Members have  
14 been given the opportunity to participate fully in the claims exclusion and the approval process.

15          8.       Simpluris, Inc., the Court-appointed Settlement Administrator, received no objections in  
16 response to the Class Notice and no requests for exclusion from the Settlement (i.e., opt-out requests), as  
17 identified in the Supplemental Declaration of Lindsay Kline Regarding Notice and Settlement  
18 Administration, dated May 24, 2023 ("Supp. Kline Decl."). Further, according to the Supp. Kline Decl.,  
19 the Settlement Administrator received no workweek/pay period disputes regarding the calculations of  
20 Settlement Class Members' credited workweeks and pay periods. The Court finds that the reaction of the  
21 Class to the Settlement was overwhelmingly favorable.

22          9.       Plaintiff and all Participating Class Members, shall have, by operation of this Order and  
23 Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all  
24 Released Claims, as set forth in the Settlement Agreement, effective upon full payment by Defendants per  
25 the terms of the Settlement Agreement.

26          10.      The State of California, by and through Plaintiff Polar, who is a PAGA Representative,  
27 shall have, by operation of this Order and the accompanying judgment, fully, finally, and forever released,  
28 relinquished, and discharged Released Parties from all PAGA Claims set forth in the Settlement

1 Agreement as they relate to the PAGA Settlement, effective upon full payment by Defendants per the  
2 terms of the Settlement Agreement.

3 11. The Settlement is not an admission by Defendants of the merits of any claim in the Action  
4 or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any  
5 action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of  
6 liability or an admission that any of Defendants' defenses in the Action are with or without merit, or (b)  
7 disclosed, referred to, or offered in evidence against Defendants in any further proceeding except for  
8 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and  
9 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by  
10 the Settlement.

11 12. The Court approves the Gross Settlement Amount, as set forth in the Settlement  
12 Agreement, of eight hundred thousand dollars and zero cents (\$800,000.00) and the employer-side payroll  
13 taxes, which shall be non-reversionary and which shall include (1) Individual Class Settlement Payments  
14 to the Participating Class Members; (2) LWDA PAGA payment to the California Labor and Workforce  
15 Development Agency ("LWDA"); (3) Individual PAGA Settlement Payments to the Aggrieved  
16 Employees; (4) Attorneys' Fees and Litigation Costs to Class Counsel; (5) Class Representative Service  
17 Payment to Plaintiff; and (6) Administration Costs to the Settlement Administrator, payable under this  
18 Settlement in keeping with the subparagraphs below:

19 a. Individual Class Settlement Payments to Participating Class Members. The Court  
20 hereby approves the methodology used to calculate Participating Class Members' Individual Class  
21 Settlement Payments amount as detailed in the Settlement Agreement and approves payments of those  
22 amounts to Participating Class Members as Individual Class Settlement Payments for their individual  
23 releases of the Released Claims.

24 b. PAGA Payment to the LWDA. The Court hereby approves the payment of thirty  
25 thousand dollars and zero cents (\$30,000.00) to the California Labor Workforce Development Agency  
26 as 75% of the total PAGA Penalties.

27 c. Individual PAGA Settlement Payments to the Aggrieved Employees. The Court  
28 hereby approves the methodology used to calculate each Aggrieved Employee's Individual PAGA

1 Settlement Payment amount as detailed in the Settlement Agreement and approves payments of ten  
2 thousand dollars and zero cents (\$10,000.00) in aggregate for all Aggrieved Employees and approves  
3 payments of those amounts to Aggrieved Employees as Individual PAGA Settlement Payments.

4 d. Attorneys' Fees to Class Counsel. The Court hereby grants Plaintiff's and Class  
5 Counsel's attorneys' fee request for two hundred sixty-six thousand, six hundred and sixty-six dollars  
6 and sixty-seven cents (\$266,666.67), as one-third (1/3) of the Gross Settlement Amount as Class Counsel  
7 Fees Payment payable to Class Counsel because the Court determines that the award of such fees is fair  
8 and reasonable in recognition of Class Counsel's diligent representation of Plaintiff and Class Members  
9 and the contingent risks Class Counsel undertook in litigating the Action. The Court finds that Class  
10 Counsel's request for attorneys' fees is reasonable under the common fund method in light of the benefit  
11 obtained for the Class. The Court finds that Class Counsel's hourly rates are reasonable and in line with  
12 rates prevailing in the community. The Court further finds that the number of hours Class Counsel spent  
13 prosecuting the Action is reasonable. Accordingly, the Court finds that Class Counsel's request for  
14 attorneys' fees is also reasonable under the lodestar method.

15 e. Litigation Expenses Payment to Class Counsel. The Court hereby grants Plaintiff's  
16 and Class Counsel's litigation costs request for nine thousand, eight hundred and eleven dollars and forty-  
17 nine cents (\$9,811.49) to Class Counsel for reimbursement of Class Counsel's reasonable litigation  
18 expenses incurred in litigating and resolving the Action as a Litigation Cost award because the Court  
19 determines that the award of such costs is fair and reasonable.

20 f. Class Representative Service Payment to Plaintiff. The Court hereby approves the  
21 payment of ten thousand dollars and zero cents (\$10,000.00) to Plaintiff Polar as a Class Representative  
22 Service Payment, separate and apart from any amounts due to Plaintiff as an Individual Class Settlement  
23 Payment and Individual PAGA Settlement Payment.

24 g. Administration Costs to the Settlement Administrator. The Court hereby approves  
25 a payment of nine thousand, nine hundred and seventy-two dollars and zero cents (\$9,972.00) to the  
26 Settlement Administrator for settlement administration tasks in accordance with the Administrator's "not  
27 to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.  
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1           13.     The Court hereby approves the plan for transferring uncashed Individual Class Settlement  
2     Payment and Individual PAGA Settlement Payment checks to two 501(c)(3) non-profit organizations as  
3     follows: 50% to Plaintiff's nominee Public Citizen Foundation and 50% to Defendants' nominee  
4     Truckers Against Trafficking. If a Participating Class Member fails to receive or cash his or her Individual  
5     Class Settlement Payment check or Individual PAGA Settlement Payment, then the affected Participating  
6     Class Member shall be deemed bound to the Settlement, nonetheless.

7           14.     The Court directs and authorizes Counsel for the Parties to utilize all reasonable procedures  
8     in connection with the further administration of the Settlement that are not materially inconsistent with  
9     either this Order or the terms of the Settlement Agreement.

10          15.     The Parties shall bear their own respective attorneys' fees and costs, except as otherwise  
11     provided for in this Order or in the Settlement Agreement and as later approved by the Court.

12          16.     Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over  
13     all matters related to the administration and consummation of the Settlement and any claims, asserted in,  
14     arising out of, or related to the subject matter of the Action including, but not limited to, all matters  
15     related to the final distribution of Settlement funds and the determination of all controversies relating  
16     thereto.

17          17.     A non-appearance Case Review re: Final Report re: Distribution of Settlement Funds is set  
18     for February 1, 2024 (245 days from this Order) at <sup>4:30 PM</sup>~~8:30 a.m.~~. The Court orders Class Counsel to file the  
19     Final Report five (5) court days in advance of the Case Review.

20          18.     Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the  
21     California Rules of Court, this Court GRANTS Plaintiff's Motion for Final Approval of Class Action  
22     and PAGA Settlement, and Judgment is entered in accordance with this Order.

23                 **IT IS SO ORDERED.**

24  
25     DATED: 05/31/2023



*Carolyn B. Kuhl*

26                                 Carolyn B. Kuhl / Judge  
27     THE HONORABLE CAROLYN B. KUHL  
28     JUDGE OF THE SUPERIOR COURT

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I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

**• [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND JUDGMENT THEREON**

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

Executed on May 26, 2023.

/s/Alina Muresan  
Alina Muresan