

AEGIS LAW FIRM, PC

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Attorneys for Plaintiff Michael David Madrid, individually,
and on behalf of all others similarly situated

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

MICHAEL DAVID MADRID, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

SAIA MOTOR FREIGHT LINE, LLC; and
DOES 1 through 20, inclusive,

Defendant.

Case No. CIVSB2114565

*Assigned for All Purposes to:
Hon. Judge David Cohn
Department S-26*

NOTICE OF ENTRY OF JUDGMENT

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN: PLEASE**
2 TAKE NOTICE that on October 13, 2022, the Honorable David Cohn in Department S26 of the San
3 Bernardino County Superior Court granted final approval of the class action settlement in this action and
4 issued Judgment. The Court also set a hearing regarding Final Distribution of Funds for October 13,
5 2023 at 9:00 a.m. Attached hereto as **Exhibit A** is a true and correct copy of the Judgment.

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7
8 Dated: October 17, 2022

AEGIS LAW FIRM, PC

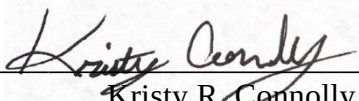
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10 By: 
11 Kristy R. Connolly
12 Attorneys for Plaintiffs
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EXHIBIT A

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 13 2022

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MICHAEL DAVID MADRID, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

SAIA MOTOR FREIGHT LINE, LLC; and
DOES 1 through 20, inclusive,

Defendant.

Case No. CIVSB2114565

Assigned for all purposes to:
Judge David Cohn, Dept. S26

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

**[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS**

1 This matter came on for hearing on September 1, 2022, on Plaintiff Michael David Madrid's
2 ("Plaintiff" or "Class Representative") unopposed Motion for Final Approval of Class Action and
3 PAGA Settlement and for Judgment in this action on the terms set forth in the Stipulation of Class
4 and PAGA Action Settlement and Release of Claims (the "Settlement Agreement"), attached hereto
5 as Exhibit 1.¹ Due and adequate Notice having been given to the members of the Class, and the
6 Court having considered the Settlement Agreement, all papers and proceedings held herein, and all
7 oral and written comments received regarding the proposed Settlement Agreement, and having
8 reviewed the entire record in this action, *Michael David Madrid v. Saia Motor Freight Line, LLC*,
9 Case No. CIVSB2114565 ("the Action"), and good cause appearing, the Court finds that:

10 WHEREAS, Plaintiff has alleged claims against Defendant Saia Motor Freight Line, LLC
11 ("Defendant") on behalf of himself and all hourly, non-exempt workers employed by Defendant at
12 its California terminal facilities at any time between July 25, 2016 through September 20, 2021;

13 WHEREAS, Plaintiff asserts class claims for: (1) Failure to Pay Minimum Wage; (2)
14 Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest
15 Breaks; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages
16 Due Upon Separation of Employment; (6) Violation of Business and Professions Code §§ 17200,
17 et seq.; and (7) derivative PAGA claims;

18 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
19 law alleged in this Action and further denies any liability whatsoever to Plaintiff or to the Class
20 Members;

21 WHEREAS, without admitting any liability, claim or defense, the Parties determined that
22 it was mutually advantageous to settle this Action and avoid the costs, delay, uncertainty and
23 business disruption of ongoing litigation;

24 WHEREAS, this Court granted preliminary approval of the Stipulation of Class and PAGA
25 Action Settlement and Release of Claims in this Action on April 6, 2022 ("Preliminary Approval
26 Order");

27
28 ¹ All capitalized terms appearing in this Order that are not defined herein shall have the meanings
assigned to them in the Parties Settlement Agreement.

1 WHEREAS, the Class Notice was sent to the Class Members in accordance with the
2 Preliminary Approval Order; and

3 WHEREAS, a final fairness hearing on the proposed Settlement Agreement having been
4 duly held and a decision reached,

5 NOW, therefore, the Court GRANTS final approval of the Settlement Agreement, and IT
6 IS HEREBY ORDERED THAT:

7 1. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
8 Class Members.

9 2. The Court has determined that the Class Notice given to the Class Members fully
10 and accurately informed all Class Members of all material elements of the proposed Class
11 Settlement — including the plan of distribution of the Maximum Settlement Fund, the PAGA
12 Payment, the application for Class Representative Enhancement to Plaintiff, the application for
13 Settlement Administrator payment, and the application for Class Counsels' Award — constituted
14 the best notice practicable under the circumstances, constituted valid, due and sufficient notice to
15 all Class Members, and complied fully with the California Code of Civil Procedure section 382,
16 and the California and the United States Constitutions, and any other applicable laws.

17 3. The Court hereby grants final approval of the Settlement Agreement as fair,
18 reasonable and adequate in all respects to the Class Members pursuant to California Code of Civil
19 Procedure section 382, and orders the Parties and the Settlement Administrator to implement all
20 remaining terms of the Settlement Agreement pertaining to the distribution of the Maximum
21 Settlement Fund and Net Settlement Amount in accordance with the terms of the Settlement
22 Agreement.

23 4. The plan of distribution as set forth in the Settlement Agreement providing for the
24 distribution of the Net Settlement Amount to Settlement Class Members is hereby finally approved
25 as being fair, reasonable, and adequate pursuant to California Code of Civil Procedure section 382.
26 The Court hereby gives final approval to and orders the payment of those amounts be made to the
27 participating Settlement Class Members in accordance with the Settlement Agreement.

1 5. As previously held in the Court's Preliminary Approval Order, the Class for
2 settlement purposes is appropriate under California Code of Civil Procedure section 382 and related
3 case law and is defined as follows:

4 "All hourly, non-exempt workers employed by Defendant at its California terminal facilities
5 at any time between July 25, 2016 through September 20, 2021."

6 6. As previously held in the Court's Preliminary Approval Order, the Court appoints
7 Aegis Law Firm, PC as Class Counsel.

8 7. The Court hereby confirms Plaintiff Michael David Madrid as the Class
9 Representative in this Action.

10 8. The Court approves payment of the California Labor and Workforce Development
11 Agency of \$37,500.00 as the PAGA Payment, which shall be paid from, and not in addition to, the
12 Maximum Settlement Fund. The Court hereby gives final approval to and orders that the payment
13 of that amount be paid in accordance with the Settlement Agreement.

14 9. The Court approves payment of the Class Representative Enhancement of \$7,500.00
15 to Plaintiff for his service to the Class, which shall be paid from, and not in addition to, the
16 Maximum Settlement Fund. The Court hereby orders the Administrator to make this payment to
17 the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

18 10. The Court approves the payment of attorneys' fees in the amount of \$400,000.00 to
19 Class Counsel, which shall be paid from, and not in addition to, the Maximum Settlement Fund.
20 The Court hereby orders the Settlement Administrator to make these payments in accordance with
21 the terms of the Settlement Agreement.

22 11. The Court also approves the additional payment of attorneys' costs in the amount of
23 \$16,901.30 to Class Counsel to reimburse them for their expenses, which shall be paid from, and
24 not in addition to, the Maximum Settlement Fund. The Court hereby orders the Settlement
25 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

26 12. The Court approves a payment of up to \$11,500 to the Settlement Administrator out
27 of the Maximum Settlement Fund. Any portion of the payment to the Settlement Administrator
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1 that is unused will go to the Net Settlement Amount. The Court hereby gives final approval to and
2 orders that the payment of that amount in accordance with the Settlement.

3 13. Any checks for Individual Settlement Payments that are not cashed within 180 days
4 shall be transmitted to the California State Controller Unclaimed Property Fund.

5 14. Each party shall bear his, her or its own costs and attorneys' fees, except as provided
6 in the Settlement Agreement and as set forth above in this Order and as set forth in any other Order
7 issued in response to the application by Class Counsel for an award of attorneys' fees, costs, and
8 expenses, which hearings took place concurrently with the hearing for this Order.

9 15. Upon entry of this Order and the accompanying Judgment, the claims in this Action
10 and the Released Claims of each Settlement Class Member against Defendant, and against any and
11 all of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever
12 released, relinquished and discharged pursuant to the terms of the Settlement Agreement to the
13 maximum extent permitted by law.

14 16. Upon entry of this Order and the accompanying Judgment, all Settlement Class
15 Members are hereby forever barred and enjoined from prosecuting the Released Claims against any
16 of the Released Parties as defined in the Settlement Agreement and as set forth in the Preliminary
17 Approval Order.

18 17. Each Settlement Class Member is bound by this Order and the Judgment, including,
19 without limitation, the release of claims as set forth in the Settlement Agreement.

20 18. This Order, the Judgment, the Settlement Agreement, and all papers related thereto,
21 are not, and shall not be construed to be, an admission by Defendant of any liability, claim or
22 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim or
23 wrongdoing in this Action or in any other proceeding.

24 19. Without affecting the finality of this Order and the accompanying Judgment filed
25 herewith, the Court reserves exclusive and continuing jurisdiction over the Action, the Plaintiff, the
26 Settlement Class Members, and Defendant for the purposes of supervising the implementation,
27 enforcement, construction, and interpretation of the Settlement Agreement, Preliminary Approval
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Order, distribution of the Maximum Settlement Fund, the Final Judgment, and this Order.

IT IS SO ORDERED.

Dated: 10/13, 2022



THE HONORABLE DAVID COHN
SUPERIOR COURT JUDGE

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On October 17, 2022, I served the foregoing document entitled:

5 • **NOTICE OF ENTRY OF JUDGMENT**

6 on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true*
copy thereof on the party(ies) addressed below as follows:

7 Daria Dub Carlson
8 **BRYAN CAVE LEIGHTON P AISNER**
9 **LLP**
10 120 Broadway, Suite 300
Santa Monica, California 90401-2386
Telephone: (310) 576-2100
Facsimile: (310) 576-2200
Email: daria.carlson@bclplaw.com

Allison C. Eckstrom
Bernice Diaz
BRYAN CAVE LEIGHTON P AISNER
LLP
1920 Main Street, Suite 1000
Irvine, California 92614-7276
Telephone: (949) 223-7000
Facsimile: (949) 223-7100
Email: allison.eckstrom@bclplaw.com
bernice.diaz@bclplaw.com
raul.morales@bclplaw.com
angelina.andrade@bclplaw.com

11 *Attorneys for Defendant:*
12 SAIA MOTOR FREIGHT LINE, LLC

13
14 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
15 correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
16 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
17 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

18 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
19 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
20 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

21 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
22 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

23 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
24 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

25 ///

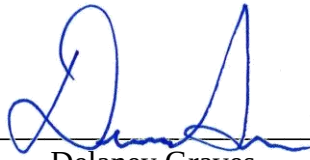
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on October 17, 2022, at Irvine, California.

4 
5 _____
6 Delaney Graves