

**HAINES LAW GROUP, APC**

Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
Sean M. Blakely (SBN 264384)  
sblakely@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

Attorneys for Plaintiff

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

FEB 28 2024

BY   
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

REYNALDA A. RAMOS, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

vs.

THE COMPLETE LOGISTICS COMPANY, a  
California corporation; and DOES 1 through  
100,

Defendants.

Case No. CIVSB2105530

*[Assigned for all purposes to Hon. Joseph T.  
Ortiz; Dept. S17]*

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

Date: February 28, 2024

Time: 1:30 p.m.

Dept: S17

Complaint Filed: February 4, 2021

Trial Date: None set

**[PROPOSED] ORDER & JUDGMENT**

The Motion of Plaintiff Reynalda A. Ramos ("Plaintiff") for Final Approval of Class Action Settlement, Class Representative Service Award, and Attorneys' Fees and Costs ("Final Approval Motion") came on regularly for hearing before this Court on February 28, 2024, at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation of Settlement ("Settlement Agreement" or "Settlement"), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and hereby ORDERS the following:

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

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former non-exempt employees, excluding commercial drivers, of Defendant The Complete Logistics Company who are or have been employed by Defendant in California at any time from February 4, 2017, through July 15, 2022 (the "Class Period").

3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on October 10, 2023, and the notice process has been completed in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code

of Civil Procedure § 1781(c), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement, that no Settlement Class member opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

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

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

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Settlement Awards in conformity with the terms of the Settlement.

10. The Court orders Defendant The Complete Logistics Company ("Defendant") to deposit the Gross Settlement Amount of \$200,000.00 with the Settlement Administrator, Phoenix Settlement Administrators, as follows: Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator in two (2) equal installments of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). The first installment payment of \$100,000.00 shall be deposited by Defendant on or before September 1, 2023, and the second installment payment of \$100,000.00 shall be deposited on or before February 1, 2024.

1           11.     The Court finds that a Service Award in the amount of \$7,500.00 to Plaintiff is  
2 appropriate for Plaintiff's risks undertaken and her service to the Settlement Class. The Court  
3 finds that this payment is fair, reasonable, and adequate, and orders that the Settlement  
4 Administrator make this payment in conformity with the terms of the Settlement.

5           12.     The Court finds that attorneys' fees in the amount of \$66,666.67 and litigation  
6 costs of \$10,567.07 for Class Counsel are fair, reasonable, and adequate in light of the common  
7 fund created by the Settlement, and orders that the Settlement Administrator distribute these  
8 payments to Class Counsel in conformity with the terms of the Settlement.

9           13.     The Court orders that the Settlement Administrator shall be paid \$7,500.00 from  
10 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work  
11 done and to be done until the completion of this matter and finds that sum appropriate.

12           14.     The Court finds that the payment to the California Labor & Workforce  
13 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of  
14 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the  
15 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms  
16 of the Settlement.

17           15.     This Court orders that any settlement checks shall be negotiable for 180 calendar  
18 days from the date of issuance of the check, and that any settlement checks that remain uncashed  
19 after 180 days after they are mailed shall be distributed to the Controller of the State of California  
20 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the  
21 name of the Settlement Class member to whom the check was issued.

22           16.     As of the Effective Date and upon Defendant's complete funding of the Gross  
23 Settlement Amount, Plaintiff and every member of the Settlement Class will forever completely  
24 release and discharge Defendant and any and all of Defendant's officers, directors, employees,  
25 agents, owners, principals, representatives, attorneys, attorneys in fact, accountants, partners,  
26 investors, shareholders, administrators, insurers and reinsurers, parent companies, corporate  
27 affiliates, subsidiaries, divisions, joint venturers, joint employers, predecessors, successors, and  
28 assigns (collectively the "Released Parties") as follows: Settlement Class members shall release

any and all claims, liabilities, suits, rights, demands, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, penalties, causes of action, and legal theories which arise out of the facts alleged in the Action which were pled in the Operative Complaint or that could have been pled or otherwise raised based on the facts alleged therein, including: (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1198); (2) Failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Rest period violations (Labor Code §§ 226.7, 516, 558); (4) Meal period violations (Labor Code §§ 226.7, 512, 558); (5) Wage Statement violations (Labor Code §226 et seq.) ; (6) Waiting time penalties (Labor Code §§ 201-203); (7) Failure to reimburse for all necessary business expenditures (Labor Code §§ 2802, 2804); and (8) Unfair Competition ((Business & Professions Code sections 17200, *et seq.*) (collectively, the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period. In addition, all Settlement Class members who worked for Defendant in the State of California at any time from February 4, 2020, through July 15, 2022 (the “PAGA Period”), regardless if they opt out, shall forever completely release and discharge Defendant from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s February 4, 2021 Notification Letter to the Labor and Workforce Development Agency (“LWDA”) which shall include all claims for civil penalties pursuant to PAGA based on the allegations that were pled in the operative Complaint or that could have been pled based on the facts alleged therein (collectively, “the PAGA Released Claims”).

17. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

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1 18. Plaintiff shall file a Final Disbursement Declaration on or before February 28,  
2 2025. A Non-Appearence Case Review Re: Filing of Final Disbursement Declaration is set for

3 February 28, 2025 at 8:30 AM

4 **IT IS SO ORDERED.**

5 Dated: Feb. 28, 2024

6   
7 Honorable Joseph T. Ortiz  
8 Judge of the Superior Court  
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