

07/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: O. Chavez Deputy

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

Attorneys for Plaintiff RENE G. NAVARRO LOVERA,
individually and on behalf of all others similarly situated

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

RENE G. NAVARRO LOVERA, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

FORWARD AIR SERVICES, LLC, a
Delaware Limited Liability Company;
FORWARD AIR, INC., a Tennessee
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. 21STCV39280

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. Holly J. Fujie

DEPT: 56

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES, COSTS, INCENTIVE AWARD AND
ADMINISTRATION COSTS, AND
ENTERING JUDGMENT**

Date: July 27, 2023

Time: 8:30 a.m.

Dept.: 56

1 This matter came on for hearing on July 27, 2023 at 08:30 a.m. in Department 56 of the
2 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees and Costs, Incentive Award, Administration Costs, PAGA payment and
4 Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e.
5 terms with initial capitalization) as set forth in the Joint Stipulation and Settlement Agreement of
6 Class Action and PAGA Claims ("Settlement Agreement"). Having received and considered the
7 Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument
8 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action
9 Settlement, and the instant Plaintiff's Unopposed Motion for Final Approval, Attorneys' Fees,
10 Costs, Incentive Award, Administration Costs, and Entering of Final Judgment, the Court grants
11 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
12 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 to
17 the Settlement and to appear in person or by counsel at the final approval hearing and of the date set
18 for the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

19 2. In response to the Notice, no members objected and only three (3) members
20 requested exclusion. There are no outstanding disputes regarding the Settlement.

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

26 4. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
28 finally approved, and that all terms and provisions of the Settlement Agreement should be

1 and hereby are ordered to be consummated.

2 5. The Court has certified a Class and FCRA Class, as those terms are defined in and
3 by the terms of the Settlement Agreement, and the Court deems this definition sufficient for
4 purposes of California Rule of Court 3.765(a). Specifically, the Class is defined as all current and
5 former non-exempt employees of Defendants who worked in California at any time from June 14,
6 2017, through the date the Court grants preliminary approval which was February 21, 2023. The
7 FCRA Class is defined all prospective employees in the California for whom Defendant procured
8 a background check during the FCRA Class Period (the “FCRA Class”). The “FCRA Class
9 Period” shall mean the Period of June 14, 2019, through February 21, 2023. “PAGA Employee”
10 or “Aggrieved Employee” shall mean all persons who are Class Members who were employed at
11 any time during the PAGA Period. “PAGA Period” shall mean June 14, 2020, through February
12 21, 2023.

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

23 7. The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

24 8. The Court hereby confirms the Plaintiff Rene Lovera as the Class Representative in
25 this action.

26 9. The Court finds and determines that the individual settlement payments to Class
27 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
28 The Court hereby gives final approval to and orders the payment of those amounts be made to

1 the participating members of the Class in accordance with the terms of the Settlement.

2 10. The Court finds and determines that payment to the California Labor and Workforce
3 Development Agency of \$135,000.00 as its share of the settlement of civil penalties in this case is
4 fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the
5 payment of that amount be paid in accordance with the Settlement.

6 11. The Court finds and determines the Class Representative Enhancement Award in the
7 sum of \$15,000.00 to the named Plaintiff Rene Lovera is fair and reasonable. The Court hereby
8 orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance
9 with the terms of the Settlement Agreement.

10 12. The Court finds and determines that the payment to be paid to the Settlement
11 Administrator, ILYM Group, Inc. in the sum of \$17,330.00 for its fee and expenses incurred is fair
12 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
13 accordance with the terms of the Settlement Agreement.

14 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
15 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
16 \$437,500.00 and litigation costs of \$12,062.81. The Court finds such amounts to be fair and
17 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
18 accordance with the terms of the Settlement Agreement.

19 14. Neither Defendant nor any related persons or entities shall have any further liability
20 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
21 provided for by the Settlement Agreement.

22 15. The Court finds and determines that the releases contained in the Settlement
23 Agreement and Amendment thereto is appropriate and shall bind all Class Members who did not
24 timely opt out of the Settlement.

25 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
26 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
27 Defendant make payments to Participating Class Members in accordance with the Settlement
28 Agreement.

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

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.

~~21. The Court sets a non appearance final accounting review hearing for March 29, 2023~~
~~at 08:30 a.m..~~

JUDGMENT

22. 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 Plaintiff/Class Representative and all Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion for Final Approval of the Class Action Settlement. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and each Participating Class Member 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 any period during the Released Claims Period, as defined in the Settlement Agreement. 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.

Date: 07/27/2023

By: _____
Honorable Holly J. Fujie
Judge of the Superior Court