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individually and on behalf of all others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**
12

13 EDMUNDO BAQUIRING, individually
and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 v.

17 CALIFORNIA SIERRA EXPRESS, INC.,
a Nevada Corporation; and DOES 1-50,
18 inclusive,

19 Defendants.
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CASE NO.: RG21106254
Consolidated with Case No. 21CV00142
Hon. Evelio Grillo

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

Date: July 14, 2023
Time: 9:00 a.m.
Dept.: 21

1 This matter came on for hearing on July 14, 2023 at 9:00 a.m. in Department 21 of the
2 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees, Enhancement Award, Costs, and Judgment. For purposes of this Order and
4 Judgment, the Court refers to all defined terms (i.e. terms with initial capitalization) as set forth in
5 the Class and Representative Action Settlement Agreement and Release ("Settlement
6 Agreement"). Having received and considered the Settlement Agreement, the supporting papers
7 filed by the Parties, and the evidence and argument received by the Court in conjunction with the
8 Motion for Preliminary Approval of Class Action Settlement, and the instant Plaintiff's
9 Unopposed Motion for Final Approval and Entering of Final Judgment, the Court grants final
10 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
11 DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
13 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
14 Settlement, of their right to receive their proportional Individual Settlement Payment, of their
15 right to request exclusion from the Class and the Settlement, of their right to comment upon or
16 object to the Settlement and to appear in person or by counsel at the final approval hearing and of
17 the date set for the Final Approval hearing. Adequate periods of time were provided by each of
18 these procedures.

19 2. In response to the Notice, no members objected and only one (1) member
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 and

1 hereby are ordered to be consummated.

2 5. The Court has certified a Class, as that term is defined in and by the terms of the
3 Settlement Agreement, and the Court deems this definition sufficient for purposes of California
4 Rule of Court 3.765(a).

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

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

16 8. The Court hereby confirms the Plaintiff Edmundo Baquiring as the Class
17 Representative in this action.

18 9. The Court finds and determines that the Individual Settlement Payments to Class
19 Members provided for by the terms of the Settlement to be paid to the Class are fair and
20 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
21 made to the participating members of the Class in accordance with the terms of the Settlement.

22 10. The Court finds and determines that payment to the California Labor and
23 Workforce Development Agency of \$31,875.00 as its share of the settlement of civil penalties in
24 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
25 that the payment of that amount be paid in accordance with the Settlement.

26 11. The Court finds and determines the Class Representative Enhancement Award in
27 the sum of \$7,500.00 to the named Plaintiff Edmundo Baquiring is fair and reasonable. The Court
28 hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in

1 accordance with the terms of the Settlement Agreement.

2 12. The Court finds and determines that the payment to be paid to the Settlement
3 Administrator, ILYM Group, Inc. in the sum of \$10,000.00 for its fee and expenses incurred is
4 fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
5 accordance with the terms of the Settlement Agreement.

6 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
7 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
8 \$141,666.66 and litigation costs of \$13,303.16. The Court finds such amounts to be fair and
9 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
10 accordance with the terms of the Settlement Agreement.

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

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

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

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

25 18. The Court hereby enters final judgment in this case in accordance with the terms
26 of the Settlement Agreement, Preliminary Approval Order and this Order.

27 19. The Parties shall bear their own costs and attorneys' fees except as otherwise
28 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 final accounting hearing for _____, 2024 at 9:00 a.m. with a proposed amended Judgment to be filed by _____, 2023.

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 Plaintiffs/Class Representatives 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:

By: _____
Honorable Evelio Grillo
Judge of the Superior Court