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

JULIO MACHADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC DRAYAGE SERVICES, LLC., a
Delaware limited liability company; and
DOES 1 through 100, inclusive,
Defendants.

Case No.: CIVSB2124879

*[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: July 18, 2023
Time: 10:00 a.m.
Dept.: S-26

Action Filed: August 27, 2021
Trial: None set

1 This matter came on regularly for hearing before this Court on July 18, 2023, pursuant to
2 California Rule of Court 3.769 and this Court's February 27, 2023 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Class Action and PAGA Settlement (herein "Settlement")¹ and the documents and evidence presented
5 in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks
6 of further prosecution and the substantial benefits to be received by the Settlement Class pursuant to the
7 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
8 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
9 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former Drivers of Defendant Pacific Drayage Services, LLC who
15 worked at any time in California from August 27, 2020 and January 28, 2022.

16 2. The Class Period is August 27, 2020 through January 28, 2022.

17 3. Plaintiff Julio Machado is hereby confirmed as Class Representative, and Scott M.
18 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
19 Group, APC are hereby confirmed as Class Counsel.

20 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
21 manner of notice were approved by the Court on February 27, 2023, and the notice process has been
22 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
23 practicable under the circumstances. The Notice Packet (which consists of the Notice of Pendency of
24 Class Action and Proposed Settlement and Notice of Individual Settlement Award) provided due and
25 adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of
26 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
27 California Rule of Court 3.769, and due process.

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, 1 class
2 member has opted out of the Settlement, and that the 99.68% participation rate in the Settlement supports
3 final approval. The name of the valid opt out is Reza Maleki.

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

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

16 8. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

18 9. The Court orders that Defendant deposit the Gross Settlement Amount of Three Hundred
19 Fifty Thousand Dollars and Zero Cents (\$350,000.00) with Phoenix Settlement Administrators, the
20 Settlement Administrator, as provided for in the Settlement. Specifically, the Gross Settlement Amount
21 shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator
22 for the benefit of participating Settlement Class members and PAGA Employees. Defendant agrees to
23 deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days
24 after the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the settlement
25 if no objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal
26 has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final
27 resolution of any appeal that has been filed.

1 10. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 11. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

7 12. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff Julio
8 Machado is appropriate for his risks undertaken and service to the Settlement Class. The Court finds
9 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
10 payment in conformity with the terms of the Settlement.

11 13. The Court finds that attorneys’ fees in the amount of \$116,666.67 and litigation costs of
12 \$12,077.36 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
13 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14 14. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from the
15 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
16 finds that sum appropriate.

17 15. The Court finds that the payment to the California Labor & Workforce Development
18 Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of Plaintiff’s
19 representative action under the California Labor Code Private Attorneys General Act (“PAGA”) is fair,
20 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
21 LWDA in conformity with the terms of the Settlement.

22 16. Pursuant to the terms of the Settlement Agreement, each Settlement Award made under
23 this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to
24 each Class Member and PAGA Employee.

25 17. The Court finds and determines that upon satisfaction of all obligations under the
26 Settlement and this Order, all Settlement Class Members, except Reza Maleki, will be bound by the
27 Settlement, will have released the Released Claims as set forth in the Settlement, and will be
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1 permanently barred from prosecuting against Defendants any of the Released Claims pursuant to the
2 Settlement.

3 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
4 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
5 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
6 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

7 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
8 and the Judgment entered in connection with the Settlement.

9 19. The Settlement Administrator shall file a declaration regarding the disbursement of
10 Settlement funds on or before March 29, 2024.

11 **IT IS SO ORDERED.**

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13 Dated: _____, 2023

14 Honorable David S. Cohn
15 Judge of the Superior Court
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