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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DONALD PARKS, JEREMY RAMEY-
VICARIO, and DEAN KNOX, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

CENTRAL TRANSPORT, LLC., a Michigan
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CIVSB2126540

Assigned to the Hon. Joseph T. Ortiz, Dept S17

**[PROPOSED] ORDER GRANTING
FINAL APPROVING OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGEMENT**

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

FEB - 6 2024

BY *Jessica Garcez*
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1 This matter came for hearing on February 6, 2024, regarding the unopposed Motion for Final
2 Approval of Class Action Settlement on the terms set forth in the Joint Stipulation for Class and
3 Representative Action Settlement (the "Settlement"). In conformity with California Rules of Court,
4 rule 3.769, with due and adequate notice having been given to Class Members (as defined in the
5 Settlement), and having considered the Settlement, all of the legal authorities and documents
6 submitted in support thereof, all papers filed and proceedings had herein, all oral and written
7 comments received regarding the Settlement, and having reviewed the record in this litigation, and
8 good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes
9 the following findings and determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning as those terms used and/or
11 defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiffs' Motion for Final Approval of Class Action and is part of
14 this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement, and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement and as follows:

19 The Dock Worker Class is defined as follows:

20 All current and former hourly-paid, non-exempt dock workers who
21 worked for the Defendant in the State of California from September 29,
2020 through October 17, 2022

22 The Dock Worker PAGA Members are defined as follows:

23
24 All current and former hourly-paid, non-exempt dock workers who
25 worked for the Defendant in the State of California from September 29,
2020, through October 17, 2022.

1 The Driver Class is defined as follows:

2 All current and former hourly-paid, non-exempt drivers who worked
3 for Defendant in the State of California from July 26, 2020, through
4 October 17, 2022.

5 The Driver PAGA Members are defined as all current and former
6 hourly-paid, non-exempt drivers who worked for the Defendant in the
7 State of California from July 26, 2020, through October 17, 2022.

8 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
9 California Rules of Court and solely for the purpose of effectuating the Settlement.

10 5. The Court finds that an ascertainable class of 1,061 class members exists and a well-
11 defined community of interest exists on the questions of law and fact involved because in the context
12 of the Settlement: (i) all related matters predominate over any individual questions; (ii) the claims of
13 the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and
14 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented
15 and protected the interest of the Class Members.

16 6. The Court is satisfied that ILYM Group, Inc., appointed as the Settlement
17 Administrator, completed the distribution of the Class Notice to the Class in a manner that complies
18 with California Rule of Court 3.766. The Class Notice informed 1,061 prospective Class Members
19 of the Settlement terms, their rights under the settlement and receive their settlement share, their
20 rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and
21 their rights to appear at the Final Approval and Fairness Hearing and be heard regarding approval of
22 the Settlement. Sufficient period of time to respond and to act was provided by each of these
23 procedures. No Class Members filed a written objection to the Settlement as part of this notice
24 process, no Class Members filed a written statement of intention to appear at the Final Approval and
25 Fairness Hearing, and no individual submitted a request for exclusion.

26 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
27 that the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent, and compliant
28 with all applicable requirements of the California Code of Civil Procedure, the California and United

1 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other
2 applicable law, and in the best interests of each of the Parties and Class Members.

3 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
4 terms and declares the Settlement Agreement to be binding on all 1,061 Participating Class Members.

5 9. The Court finds that the Settlement Agreement has been reached as a result of
6 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
7 conducted extensive investigation and research, and their attorneys were able to evaluate their
8 respective positions reasonably.

9 10. The Court also finds that the Settlement now will avoid additional and potentially
10 substantial litigation costs, as well as delay and risks to the Parties, if they were to continue to litigate
11 the case. Additionally, after considering the monetary recovery provided as part of the Settlement in
12 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
13 significant relief for Class Members.

14 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
15 finding of the validity of any allegations or of any wrongdoing by Defendant.

16 12. The Court appoints Plaintiffs Donald Parks, Jeremy Michael Ramey-Vicario, and
17 Dean Knox as Class Representatives and finds them to be adequate.

18 13. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
19 of Bokhour Law Group, P.C., Roman Otkupman of Otkuptman Law Firm, A Law Corporation, and
20 Gregory Mauro of James Hawkins APLC as Class Counsel and finds each of them to be adequate,
21 experienced, and well-versed in class action litigation.

22 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
23 \$892,298 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
24 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
25 Agreement, subject to this order.

26 15. The Court approves the following allocations, which fall within the ranges stipulated
27 by and through the Settlement Agreement:
28

- 1 A. The Court awards \$17,4550.00 to ILYM Group, Inc., the Settlement
2 Administrator, and finds this amount to be fair and reasonable. The Court
3 grants final approval of it and orders the Parties to make the payment to the
4 Settlement Administrator in accordance with the Agreement.
- 5 B. The Court awards \$312,304.30 to Class Counsel as attorneys' fees and finds
6 this amount fair and reasonable in light of the benefit obtained for the Class.
7 The Court grants final approval of awards and orders the Class Counsel fees
8 payment to be made in accordance with the Settlement Agreement.
- 9 C. The Court awards \$24,378.59 to Class Counsel in litigation costs, an amount
10 which the Court finds to be reflective of the reasonable costs incurred. The
11 Court grants final approval of and orders the Class Counsel litigation
12 expenses payment in this amount to be made in accordance with the
13 Settlement Agreement.
- 14 D. The Court awards \$10,000 to each class representative as payment requested
15 by Plaintiffs and finds this amount fair and reasonable. The Court grants final
16 approval of and orders the class representative payments to be made in
17 accordance with the Settlement Agreement.
- 18 E. The Court approves the \$75,000 allocation for penalties under the Labor Code
19 Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$56,250)
20 to be paid to the California Labor and Workforce Development Agency in
21 accordance with the terms of the Settlement Agreement and the remainder
22 (\$18,750) to the Aggrieved Employees.

23 16. The Court orders the Parties to comply with and carry out all terms and provisions of
24 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
25 provisions of this order shall take precedence and supersede the Settlement.

26 17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's
27 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
28 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

1 18. All 1,061 Participating Class Members shall be bound by the Settlement and this order,
2 including the release of claims as set forth in the Settlement Agreement.

3 19. The Parties shall bear their own respective attorneys' fees and costs except as
4 otherwise provided in this order and the Settlement Agreement.

5 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
6 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
7 Settlement Administrator shall submit such funds to the State of California's Unclaimed Property
8 Fund in the name of the Class Member.

9 21. Within ten days of this order, the Settlement Administrator shall give notice of
10 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b), by
11 posting a copy of this order and final judgment on its website.

12 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
13 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
14 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
15 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

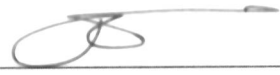
16 23. Plaintiffs shall file a report regarding the distribution status with the Court within one
17 hundred and twenty (120) days after all funds have been distributed.

18 24. The Court hereby sets a hearing date of December 19, 2024, at ^{8:30}~~9:00~~ a.m. for a hearing
19 on the final accounting and distribution of the settlement.

20 25. This final judgment is intended to be a final disposition of the above-captioned action
21 and is intended to be immediately appealable. This final judgment resolves and extinguishes all
22 claims released by the Settlement Agreement against Defendant and the Released Parties as set forth
23 in the Agreement.

24
25 **IT IS SO ORDERED.**

26
27 DATED: Feb. 6, 2024

28 
HONORABLE JOSEPH T. ORTIZ

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On January 12, 2024, I served the following document(s) described as: **[PROPOSED]**
6 **ORDER GRANTING FINAL APPROVING OF CLASS ACTION SETTLEMENT AND**
7 **FINAL JUDGEMENT** on the interested parties in this action by placing true copies thereof enclosed
in sealed envelopes addressed as follows:

8 **Christian J. Keeney**
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10 Alis M. Moon
11 *Alis.Moon@jacksonlewis.com*
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19 **Attorneys for Plaintiff Jeremey Michael Ramey-Vicario**
20 **and the Putative Class**

21 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
22 electronic service provider First Legal to the person(s) identified above at the email address(es)
23 indicated and did not, within a reasonable time after transmission, receive any message or
communication indicating that delivery failed or that any other error had occurred which would delay
or caused failure in transmission and delivery of the document and/or any attachments thereto.

24
25 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

26 Executed on January 12, 2024, at Los Angeles, California.

27 *Cynthia Garcia*
28 Cynthia Garcia