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

AARON HALLUM and AMY RAMOS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

FCA US, LLC, doing business as FIAT
CHRYSLER AUTOMOBILES, a Delaware
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CIVDS1936782

*[Case assigned for all purposes to the Hon.
Joseph T. Ortiz, Dept. S17]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARDS**

Date: May 30, 2024
Time: 1:30 p.m.
Dept.: S17

Action Filed: December 5, 2019
Trial Date: None Set

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiffs Aaron Hallum and Amy Ramos' ("Plaintiffs") Motion of for Final Approval of
3 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement
4 Awards came on regularly for hearing before this Court on May 30, 2024, at 1:30 p.m., pursuant
5 to California Rule of Court 3.769 and this Court's Order granting Preliminary Approval of Class
6 Action Settlement ("Preliminary Approval Order"). Having considered the parties' Joint
7 Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement"), Plaintiffs'
8 Motion for Final Approval of Class Action Settlement, and all other documents and evidence
9 presented in support thereof, and recognizing the sharply disputed factual and legal issues
10 involved in this case, the risks of further prosecution, and the benefits to be received by the
11 participating Settlement Class members pursuant to the Settlement, the Court hereby makes a
12 final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of
13 good faith, arms'-length negotiations between the parties. Good cause appearing therefor, the
14 Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement and
15 HEREBY ORDERS THE FOLLOWING:

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

18 2. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement, the following
20 Settlement Class:

21 All current and former non-exempt employees of Defendant FCA US, LLC
22 ("Defendant") who worked in California during the time period from December 5,
23 2015, through and including July 9, 2023 (the "Class Period"). Should any
24 Settlement Class member be incompetent, deceased, or unavailable due to military
service, the Settlement Class shall include that person's legal representative or
successor in interest evidenced by reasonable verification.

25 3. Plaintiffs Aaron Hallum and Amy Ramos are hereby confirmed as the Class
26 Representatives. James R. Hawkins and Christina M. Lucio of James Hawkins APLC, and Paul
27 K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group,
28 APC, are hereby confirmed as Class Counsel.

1 4. Notice was provided to the Settlement Class members as set forth in the Settlement
2 Agreement, which was preliminarily approved by the Court on January 22, 2024, and the notice
3 process has been completed in conformity with the Settlement and this Court's orders. The Court
4 finds that said notice constituted reasonable notice under the circumstances. The notice provided
5 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
6 Class members of their rights, and fully satisfied the requirements of California Code of Civil
7 Procedure § 382, California Rules of Court 3.766 and 3.769, due process, the California and
8 United States Constitutions, and other applicable law.

9 5. The Court finds that one (1) potential Settlement Class member opted out from the
10 Settlement, resulting in a 99.61% participation rate. The Court determines that this response
11 supports final approval.

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

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

24 8. The Court finds that given the absence of objections, and objections being a
25 prerequisite to appeal, this Order shall be considered final as of the Effective Date, as that term is
26 defined in the Settlement Agreement.

27 9. As of the date that this Judgment becomes final, all participating Settlement Class
28 members who did not timely opt-out from participation, by virtue of this Judgment, will release

1 and discharge Defendant and its past, present, and/or future, direct and/or indirect, officers,
2 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
3 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
4 predecessors, successors, assigns, and joint venturers (collectively, the "Released Parties"), from
5 all causes of action and factual or legal theories that were alleged in the operative complaint in
6 the Action, or reasonably could have been alleged based on the facts and legal theories contained
7 in the operative complaint in the Action, including all of the following claims for relief: (a) failure
8 to pay all wages owed, including minimum and overtime wages; (b) failure to provide proper
9 meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper
10 rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete,
11 accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) failure to
12 timely pay all wages during employment; (g) failure to maintain all required payroll and personnel
13 records; (h) failure to reimburse all reasonable and necessary business expenses related to
14 personal cell phone use and purchase of equipment, uniforms, and/or footwear; (i) unfair business
15 practices that could have been premised on the claims, causes of action, or legal theories of relief
16 described above or on any of the claims, causes of action, or legal theories of relief pleaded in the
17 operative complaint in the Action; (j) all claims under the Private Attorneys General Act of 2004
18 as set forth in Plaintiffs' amended PAGA Notices to the LWDA that could have been premised
19 on the claims, causes of action, or legal theories described above or any of the claims, causes of
20 action, or legal theories of relief pleaded in the operative complaint in the Action (the "PAGA
21 Released Claims"); (k) any other claims or penalties under the wage and hour laws pleaded in the
22 operative complaint in the Action; and (l) all damages, penalties, interest, and other amounts
23 recoverable under said claims, causes of action, or legal theories of relief in the Action
24 (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the
25 Class Period. The res judicata effect of the Judgment will be the same as that of the Release.
26 Defendant shall be entitled to a release of the Released Claims which occurred during the Class
27 Period only during such time that the Settlement Class member was classified as non-exempt, and
28 expressly excluding all other claims, including claims for vested benefits, wrongful termination,

1 unemployment insurance, disability, social security, workers' compensation, claims while
2 classified as exempt, and claims outside of the Class Period.

3 10. As of the date that this Judgment becomes final, all current and former non-exempt
4 employees of Defendant who worked in California during the time period from December 5, 2018
5 through and including July 9, 2023 (the "PAGA Aggrieved Employees") shall be deemed to have
6 released all claims for civil penalties under the PAGA against the Released Parties with respect
7 to the underlying claims pled in the operative complaint in the Action or Plaintiffs' letters to the
8 LWDA, or which could have been pled in the operative complaint in the Action based on the
9 factual allegations therein, that arose during the time period December 5, 2018 through and
10 including July 9, 2023 (the "PAGA Period"). The period of this release shall extend to the limits
11 of the PAGA Period.

12 11. The Court orders Defendant to deposit the entire Maximum Settlement Amount of
13 \$3,825,000.00 with Phoenix Settlement Administrators (the "Settlement Administrator") within
14 45 calendar days of the Effective Date, as provided for in the Settlement.

15 12. The Court finds that the Individual Settlement Awards, as defined and provided
16 for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator
17 to distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

18 13. The Court finds that the payment to the State of California Labor and Workforce
19 Development Agency ("LWDA") in the amount of \$75,000.00 for its 75% share of the civil
20 penalties allocated under the PAGA is fair, reasonable and adequate, and orders the Settlement
21 Administrator to distribute this payment to the LWDA in conformity with the terms of the
22 Settlement.

23 14. The Court finds that the Class Representative Enhancement Awards in the amount
24 of \$10,000.00 to each named Plaintiff (\$20,000.00 total) is appropriate in recognition of the risks
25 undertaken by Plaintiffs; for the amount of time and effort spent by Plaintiffs as the Class
26 Representatives; for the service Plaintiffs provided to the Settlement Class members; for
27 Plaintiffs' general release of claims provided as part of the Settlement Agreement; and for serving
28 the interests of the Settlement Class members. The Court finds that this amount is fair, reasonable,

1 and adequate, and orders that the Settlement Administrator make this payment in conformity with
2 the terms of the Settlement.

3 15. The Court finds that attorneys' fees in the amount of \$1,275,000.00 for Class
4 Counsel are fair, reasonable, and adequate in light of the common fund provided for the benefit
5 of the Settlement Class members, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement, divided as follows:
7 \$765,000.00 (equivalent to 60% of the total fee award) to James Hawkins APLC; and \$510,000.00
8 (equivalent to 40% of the total fee award) to Haines Law Group, APC. The Court finds that the
9 time devoted to the matter by Class Counsel was reasonably necessary in the investigation and
10 prosecution of this action and that the fees are appropriately awarded in light of the benefit
11 provided to the Settlement Class members by Class Counsel's efforts.

12 16. The Court finds that reimbursement of actual litigation costs of \$44,801.24 for
13 Class Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator
14 distribute these payments to Class Counsel in conformity with the terms of the Settlement, divided
15 as follows: \$10,979.91 to James Hawkins APLC; and \$33,821.33 to Haines Law Group, APC.

16 17. The Court orders that the Settlement Administrator shall be paid \$6,250.00 from
17 the Maximum Settlement Amount for all of its work done and to be done until the completion of
18 this matter, and finds that sum appropriate.

19 18. Any funds from Individual Settlement Awards remaining uncashed after the 180-
20 day check-cashing deadline shall be transferred to Legal Aid Society of San Bernardino, the
21 Parties' agreed-upon and Court approved *cy pres* designee.

22 19. Pursuant to California Rule of Court 3.771(b), the Court orders the Settlement
23 Administrator to post notice of this Judgment and Order on its website for the Settlement Class
24 members and aggrieved employees for a period of sixty (60) calendar days.

25 20. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
26 the California Rules of Court, the Court will retain jurisdiction over this action and the parties
27 until final performance of the Settlement Agreement.

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1 21. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
7 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
8 Code of Civil Procedure § 664.6.

9 22. Plaintiff will submit to the Court a final report in the form of a declaration from
10 the Settlement Administrator on or before February 24, 2025, setting forth the total amount that
11 was paid to participating Settlement Class members, the number and amount of any uncashed
12 checks, confirming that distribution efforts are fully completed, including the distribution of
13 uncashed class member checks to *cypres* designee, and that the Settlement Administrator's work
14 is complete. The Court will hold a final accounting hearing on March 3, 2025 at 1:30 p.m., to
15 review the report and determine if any further reports or hearings are necessary.

16 **IT IS SO ORDERED.**

17
18 Dated: May 30, 2024



Honorable Joseph T. Ortiz
Judge of the Superior Court