

1. A judgment, decree, or order was entered in this action on *(date)*: September 20, 2024
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 9/23/2024

Gregory Mauro

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

PLAINTIFF/PETITIONER: Mark Buford, et al.
 DEFENDANT/RESPONDENT: Estenson Logistics, LLC., et al.

CASE NUMBER:
 CIVSB2133332

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

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

Date: _____

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

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10 Attorneys for Plaintiffs,
11 TERRANCE LOVETT, ROBERT PARSONS
12 and JAVIER CUEVAS MAGANA, on behalf
13 of themselves all others similarly situated

14 (Additional Counsel Listed on Following Page)

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17
18 **FOR THE COUNTY OF SAN BERNARDINO**

19 MARK BUFORD, RICHARD LIVELY,
20 ALBERT JOHNSON, RAUL MARTINEZ,
21 ROBERT PARSONS, JAVIER C. MAGANA,
22 AND TERRANCE LOVETT individually and
23 on behalf of all others similarly situated,

24 Plaintiffs,

25 v.

26 ESTENSON LOGISTICS, LLC, a Delaware
27 Limited Liability Company; HUB GROUP
28 TRUCKING, INC., a Delaware Corporation;
HUB GROUP, INC., doing business in
California as CALIFORNIA HUB GROUP;
HUB GROUP DEDICATED, LLC, a Delaware
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

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

SEP 20 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

CASE NO.: CIVSB2133332

[Assigned for all purposes to the Hon. Joseph
T. Ortiz, Dept. S-17]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: September 20, 2024

Time: 9:00 a.m.

Dept.: S-17

1 Plaintiffs Mark Buford, Richard Lively, Albert Johnson, Raul Martinez, Robert Parsons,
2 Javier C. Magana, and Terrance Lovett (collectively, "Plaintiffs") and Defendants Estenson
3 Logistics, LLC, Hub Group Trucking, Inc., Hub Group Inc., and Hub Group Dedicated, LLC
4 (collectively, "Defendants") (Plaintiffs and Defendants together, the "Parties") have entered into
5 the Joint Stipulation for Class Action Settlement and Amendment to Joint Stipulation for Class
6 Action Settlement ("Settlement Agreement") to settle the above-captioned class action subject to
7 the Court's approval (the "Settlement").

8 This matter is now before the Court on Plaintiffs' Motion for Final Approval of Class
9 Action Settlement, including approval of the Enhancement Payment for Plaintiffs and Class
10 Counsel's application for attorneys' fees and costs. The Court has read, heard, and considered all
11 the pleadings and documents submitted, and the presentations made in connection with the
12 Motion which came on for hearing on September 20, 2024

13 **I. BACKGROUND**

14 **A. The *Johnson* Action**

15 On November 27, 2019, plaintiff Albert Johnson, filed a class action complaint
16 ("Complaint") with the San Bernardino Superior Court against alleging claims failure to pay
17 overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to
18 provide rest periods; failure to pay all wages upon termination; failure to provide accurate wage
19 statements; and unfair competition ("*Johnson* Action"). On January 15, 2020, Defendants
20 removed the *Johnson* Action to U.S. District Court, Central District of California. On June 2,
21 2020, plaintiff Johnson filed a first amended class action complaint.

22 **B. The *Martinez* Action**

23 On July 13, 2020, plaintiff Raul Martinez filed a class action complaint with the U.S.
24 District Court, Central District of California alleging failure to pay minimum and overtime wages
25 pursuant to the Fair Labor Standards Act ("FLSA"), failed to pay minimum and overtime wages
26 under California law, unlawful deduction of wages, failure to provide meal/rest periods, failure
27 to provide accurate wage statements, failure to reimburse business expenses, failure to pay all
28 wages upon termination, unfair competition, and civil penalties pursuant to PAGA ("*Martinez*

1 Action"). Plaintiff Martinez filed a second amended class action complaint on November 18,
2 2020, and a third amended class action complaint on January 26, 2021.

3 **C. The Lovett Action**

4 On September 25, 2020, plaintiffs Terrance Lovett, Robert Parsons, and Javier Cuevas
5 Magana filed a class action complaint with the Sacramento Superior Court alleging failure to
6 provide meal and rest periods, failure to pay overtime wages, failure to provide accurate wage
7 statements, unfair competition and civil penalties pursuant to PAGA ("Lovett Action"). On
8 December 2, 2020, Defendants removed the *Lovett* Action to U.S. District Court for the Eastern
9 District of California prior to the action being transferred to the U.S. District Court for the
10 Central District of California. On January 8, 2021, plaintiffs Lovett, Parsons, and Magana filed a
11 first amended class action complaint.

12 **D. The Buford Action**

13 On October 1, 2021, plaintiff Mark Buford filed a class action complaint with the San
14 Bernardino Superior Court alleging failure to overtime wages, failure to provide meal and rest
15 periods, failure to timely pay wages to separated employees, failure to provide accurate wage
16 statements, failure to indemnify business expenses, and unfair competition ("Buford Action").
17 On December 30, 2021, Defendants removed the *Buford* Action to U.S. District Court, Central
18 District of California. On February 21, 2022, plaintiff filed a first amended class action
19 complaint. Plaintiff Buford also filed a stand alone PAGA representative action with the San
20 Bernardino Superior Court.

21 **E. The Consolidated Action**

22 On March 30, 2021, plaintiffs Albert Johnson, Raul Martinez, Terrance Lovett, Robert
23 Parsons and Javier Cuevas Magana filed a Consolidated Class Action Complaint with the U.S.
24 District Court, Central District of California. On January 10, 2022, the District Court ordered the
25 *Buford* Action to be consolidated within the Consolidated Complaint.

26 On June 27, 2023, Plaintiffs filed a Consolidated Class Action Complaint with the San
27 Bernardino Superior Court ("State Consolidated Complaint") alleging failure to pay minimum
28 and overtime wages pursuant to the FLSA, failure to pay minimum and overtime wages pursuant

1 to California law, failure to provide meal and rest periods, failure to reimburse business related
2 expenses, failure to pay all wages upon termination, failure to provide accurate wage statements,
3 unfair competition, and civil penalties pursuant to PAGA. The State Consolidated Complaint is
4 the operative complaint ("Complaint").

5 **F. Class Members and Other Affected Employees**

6 The "Class Members" or "Settlement Class" includes

7 all individuals who were employed in California by Defendants as a
8 non-exempt or hourly-paid employee at any time between
9 November 27, 2015 through September 29, 2022.

10 The "PAGA Group Members" include

11 all individuals who were employed in California by Defendants as
12 non-exempt or hourly-paid employees at any time between
13 November 27, 2018 through September 29, 2022.

14 The "FLSA Collective Members" include

15 all individuals who were employed by Defendants as drivers at any
16 time during the period between July 13, 2017 through September 29,
2022, except for those employed in California.

17 **G. Operation of the Settlement**

18 Pursuant to the Preliminary Approval Order dated January 5, 2024, this Court
19 conditionally certified the Settlement Class and granted preliminary approval to the Settlement
20 Agreement. The Preliminary Approval Order also approved of the proposed forms of notice and
21 notice plan. The Court entered the Preliminary Approval Order after review and consideration of
22 all of the pleadings filed in connection herewith, and the oral presentations made by counsel at
23 the hearing.

24 In compliance with the Preliminary Approval Order, the Notice of Class Action
25 Settlement ("Class Notice") was sent to all Class Members and the Notice of FLSA Action
26 Settlement ("FLSA Notice") was sent to all FLSA Collective Members via first class mail.
27 Follow-up mailings were sent to 195 individuals and 37 Class Notices remain undeliverable. The
28 notice process was timely completed. The Settlement Administrator received 2 requests for

1 exclusion and 0 objections. Keith N. Tennison and Joey Lester Walters requested to be
2 excluded.

3 This Court finds that the Settlement appears to be the product of serious, informed, non-
4 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
5 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
6 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
7 Settlement is fair, reasonable, and adequate and that Plaintiffs have satisfied the standards for
8 final approval of a class action settlement under California law. Under the provisions of
9 California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved
10 for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the
11 trial court has discretion to certify a class where:

12 [Q]uestions of law or fact common to the members of the class
13 predominate over any questions affecting only individual members,
14 and that a class action is superior to the available methods for the
15 fair and efficient adjudication of the controversy...Fed. R. Civ.
Proc. 23.

16 Certification of a settlement class is the appropriate judicial device under these circumstances.

17 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
18 FOLLOWS:

19 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
20 Settlement Agreement filed in this case.

21 2. The Court has jurisdiction over the subject matter of the litigation, the Class
22 Representatives, the other members of the Settlement Class, FLSA Collective Members, and
23 Defendants.

24 3. The Court finds that the dissemination of the Class Notice and FLSA Notice, as
25 disseminated by the appointed Settlement Administrator CPT Group, Inc. to the Class Members
26 and FLSA Collective Members, respectively, constituted the best notice practicable under the
27 circumstances to all persons within the definition of the Settlement Class and FLSA Collective
28 Members, and fully met the requirements of California law and due process under the United

1 States Constitution.

2 4. The Court approves the settlement of the above-captioned action, as set forth in
3 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are
4 directed to perform in accordance with the terms set forth in the Settlement Agreement.

5 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
6 their own costs and attorneys' fees.

7 6. The Court hereby certifies the following Settlement Class for settlement purposes
8 only: all individuals who were employed in California by Defendants as a non-exempt or hourly-
9 paid employee at any time between November 27, 2015 through September 29, 2022; and the
10 following group of FLSA Collective Members: all individuals who were employed by
11 Defendants as drivers at any time during the period between July 13, 2017 through September
12 29, 2022, except for those employed in California.

13 7. With respect to the Settlement Class and for purposes of approving the settlement
14 only and for no other purpose, this Court finds and concludes that: (a) the members of the
15 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
16 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
17 community of interest among members of the Settlement Class with respect to the subject matter
18 of the non-exempt claims in the Litigation; (c) the claims of Class Representatives are typical of
19 the claims of the members of the Settlement Class; (d) the Class Representatives have fairly and
20 adequately protected the interests of the members of the Settlement Class; (e) a class action is
21 superior to other available methods for an efficient adjudication of this controversy; and (f) the
22 counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as
23 counsel for the Plaintiffs in their individual and representative capacity and for the Settlement
24 Class.

25 8. Defendants shall remit to the Qualified Settlement Fund account established by
26 the Settlement Administrator the Gross Settlement Fund of Nine Million Four Hundred
27 Thousand Dollars (\$9,400,000.00), pursuant to the terms of the Settlement Agreement.

28 9. From the Gross Settlement Fund, the Settlement Administrator shall pay:

1 (a) to Class Counsel attorneys' fees as awarded by the Court in Plaintiffs'
2 separately filed Motion for Attorneys' Fees and Costs;

3 (b) an enhancement payment in the amount of Ten Thousand Dollars
4 (\$10,000.00) to Class Representative Mark Buford, an enhancement payment in the amount of
5 Ten Thousand Dollars (\$10,000.00) to Class Representative Richard Lively, an enhancement
6 payment in the amount of Ten Thousand Dollars (\$10,000.00) to Class Representative Albert
7 Johnson, an enhancement payment in the amount of Ten Thousand Dollars (\$10,000.00) to Class
8 Representative Raul Martinez, an enhancement payment in the amount of Ten Thousand Dollars
9 (\$10,000.00) to Class Representative Robert Parsons, an enhancement payment in the amount of
10 Ten Thousand Dollars (\$10,000.00) to Class Representative Javier Cuevas Magana, and an
11 enhancement payment in the amount of Ten Thousand Dollars (\$10,000.00) to Class
12 Representative Terrance Lovett to reimburse them for their unique services to the Litigation;

13 (c) the sum of One Million Eight Hundred Thousand (\$1,800,000.00) to
14 FLSA Collective Members for their portion of the damages and penalties allotted to FLSA
15 claims; Any portion of this allocation that is not cashed by the FLSA Collective Members shall
16 revert to Defendant pursuant to the terms of the Settlement Agreement;

17 (d) the sum of One Hundred Sixty-Eight Thousand Seven Hundred Fifty
18 Dollars (\$168,750.00) to the California Labor and Workforce Development Agency for its
19 seventy-five percent (75%) share of PAGA penalties;

20 (e) the sum of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250.00) to
21 the PAGA Group Members for their twenty-five percent (25%) share of PAGA penalties; and

22 (f) the sum of Fifty-Five Thousand Dollars (\$55,000.00) to the Settlement
23 Administrator, CPT Group, Inc., for its fees and costs relating to the settlement administration
24 process.

25 10. The Court finds that these amounts are fair and reasonable. The Settlement
26 Administrator is directed to make such payments in accordance with the terms of the Settlement
27 Agreement.

28 11. The Court approves the Individual Settlement Payments, which shall be

distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement from the Net Settlement Amount, after payment of those amounts set forth in Paragraph 9.

12. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Participating Class Members, Participating FLSA Collective Members, and PAGA Group Members, for purposes of enforcing and interpreting this Order and the Settlement.

13. A compliance hearing is set to be held on Sept. 22, 2024, at 8:30 a.m. in Department S-17 of the San Bernardino County Superior Court in order to determine the number and amount of any uncashed checks that have been distributed to the California State Controller's Office – Unclaimed Property Fund.

IT IS SO ORDERED.

DATED: Sept. 20, 2024


HON. JOSEPH T. ORTIZ
SUPERIOR COURT OF CALIFORNIA

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PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On September 23, 2024, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsapl.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Service List Attached)

[XX] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on September 23, 2024, at Irvine, California

Alma Chavarin
Alma Chavarin

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34 <http://www.dir.ca.gov/Private-Attorneys-General-Act>