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FILED
 KERN COUNTY SUPERIOR COURT
 04/28/2025
 BY Evans, Gricelda
 DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF KERN**

DIEGO PINEDA, individually, and on behalf of
 other members of the general public similarly
 situated;

Plaintiff,

v.

WEST COAST SAND AND GRAVEL, INC., a
 California corporation; WC, LOGISTICS, INC.,
 a California corporation; and DOES 1 through
 100, inclusive;

Defendants.

Case No.: BCV-24-102218-GP

Assigned for All Purposes to:
 Honorable Gregory Pulskamp
 Division J

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
 APPROVAL AND JUDGMENT**

Hearing Date: April 17, 2025
 Hearing Time: 8:30 a.m.
 Hearing Place: Division J

Complaint Filed: July 1, 2024
 Trial Date: None Set

1 Having read the papers filed regarding Plaintiff Diego Pineda’s (“Plaintiff”) Motion for
2 Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Class Representative
3 Enhancement Payment, and after considering the papers submitted in support of the motion,
4 including the Joint Stipulation and Settlement Agreement (“Settlement Agreement,”
5 “Settlement,” or “Agreement”), the Court FINDS AND ORDERS as follows:

6 On October 17, 2024, Plaintiff and Defendants West Coast Sand and Gravel, Inc. and
7 WC Logistics, Inc. (“Defendant”) entered a Settlement Agreement to settle this lawsuit.

8 On November 18, 2024, the Court entered an Order preliminarily approving the
9 settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
10 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
11 scheduling a Final Approval Hearing, and providing the Class Members with an opportunity to
12 object, request exclusion, or submit a Claim Form.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
15 provided, all capitalized terms in this Order and Judgment shall have the same meaning as set
16 forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice was disseminated, and all the Class
18 Members were given the opportunity to request exclusion, the Court has personal jurisdiction
19 over the claims of the Class Members. The Court has subject matter jurisdiction over this matter,
20 including jurisdiction to approve the settlement and grant final certification.

21 3. Final Class Certification. The Court finds that the Class satisfies all
22 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
23 process. The Court certifies a Class consisting of all individuals who worked for Defendant as
24 hourly-paid or non-exempt employees within the State of California at any time between October
25 19, 2020, and July 10, 2024 (“Class,” “Class Members,” and “Class Period”). There are three
26 hundred fifty-seven (357) Class Members who submitted timely and valid Claim Forms for
27 participation in the Class Action Settlement (“Claimants”) who will receive their share of the Net
28 Settlement Amount.

1 4. Adequacy of Representation. As Class Counsel have fully and adequately
2 represented the Class for purposes of entering and implementing the Settlement and have
3 satisfied the requirements of Code of Civil Procedure section 382.

4 5. Notice Packet. The Court finds the Notice of Class Action Settlement and
5 Claim Form (collectively, known as the “Notice Packet”) and its distribution to Class Members
6 have been implemented pursuant to the Settlement Agreement and Preliminary Approval Order.
7 The Court finds that the Notice Packet:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement and their rights under the Settlement; (iii) their right to object
11 to any aspect of the Settlement; (iv) their right to exclude themselves from
12 the Settlement; (v) their right to claim a settlement payment by submitting
13 a Claim Form; (vi) their right to appear at the Final Approval Hearing; and
14 (vii) binding effect of the orders and judgment in this lawsuit, whether
15 favorable or unfavorable, on Class Members who do not request exclusion
16 from the Settlement (“Settlement Class Members”);
17 b. Constitutes notice fully satisfying the requirements of Code of Civil
18 Procedure section 382, Rule of Court 3.769, and due process;
19 c. Constitutes notice reasonable, adequate, and sufficient for the Class
20 Members; and
21 d. Constitutes the best practicable notice to the Class Members.

22 6. Final Settlement Approval. The terms and provisions of the Settlement
23 were entered in good faith and are the product of arm’s-length negotiations by experienced
24 counsel who have done a meaningful investigation of the claims in the dispute. The Settlement
25 and all its terms and provisions are fully and finally approved as fair, reasonable, and adequate
26 and in the best interests of the Parties. The Parties are directed to implement the Settlement
27 according to its terms and provisions.

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1 7. Enforcement of Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement Agreement.

3 8. Binding Effect. The terms and provisions of Agreement and this Order and
4 Judgment are binding on the Settlement Class Members, as well as their heirs, executors and
5 administrators, successors, and assigns. In addition, those terms shall have res judicata and other
6 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by
7 or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings
8 involve matters that were or could have been raised in this matter and are encompassed by the
9 Released Claims. The Agreement will have no binding effect upon, and provide no res judicata
10 preclusion to, the Class Members who opted out.

11 9. Release of Claims by the Class Members. Upon the Effective Date and
12 Defendant funding the Maximum Settlement Amount, Plaintiff and all Settlement Class
13 Members will be deemed to have fully, finally, and forever released, settled, compromised,
14 relinquished, and discharged with respect to the Released Parties all Released Claims for any
15 period during the Released Claims Period.

16 a. General Release by the Class Representative. As a condition of the class
17 action settlement, Plaintiff shall separately provide a general release to the
18 Released Parties. Upon the Effective Date and Defendant funding the
19 Maximum Settlement Amount, pursuant to the terms of the Settlement,
20 and solely with respect to the Released Claims, Plaintiff expressly waives
21 and relinquishes any rights or benefits available under the provisions of
22 section 1542 of the Civil Code.

23 b. Released Parties. The Released Parties include Defendant and its past,
24 present, and/or future, direct and/or indirect, officers, directors,
25 employees, agents, representatives, attorneys, insurers, partners, investors,
26 shareholders, administrators, parent companies, subsidiaries, affiliates,
27 divisions, predecessors, successors, assigns, and joint venturers.

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1 10. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of
2 \$414,750, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to
3 be reasonable and appropriate. The Court also finds that an award for attorneys' actual costs of
4 litigation of \$14,162.69, to be paid out of the Maximum Settlement Amount by Defendant to
5 Class Counsel, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to
6 the terms and provisions of the Settlement Agreement. Defendant shall not be required to pay for
7 any other attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel
8 representing Plaintiff or Class Members. Defendant shall also not be required to pay for any
9 other attorneys' fees, costs, or disbursements incurred by Plaintiff or Class Members in
10 connection with or related to this matter, Settlement Agreement, administration of the Settlement
11 Agreement, and/or Released Claims.

12 a. The Court has an independent right and responsibility to review the
13 requested attorneys' fees and only award so much as it determines
14 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
15 118 Cal.App.4th 123, 127-28.) The attorneys' fees by Class Counsel of
16 \$414,750 is thirty-five percent (35%) of the common fund created for the
17 benefit of the Class Members and is supported by use of the percentage-
18 fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th
19 480, 504.) Considering the results achieved for the Class, financial risk
20 undertaken, novel and difficult nature of this litigation, skill required to
21 deal with these issues, percentage fees award in other cases, and
22 contingent fees charged in private marketplace, the Court finds that the
23 request for the attorneys' fees are consistent with the legal marketplace, is
24 reasonable, and is approved.

25 b. The Court reviewed the Declaration of Douglas Han regarding the costs
26 expended in the prosecution of this case. Under the terms of the
27 Settlement, Class Counsel may seek reimbursement of up to \$25,000 in
28 litigation costs. The Court finds that Class Counsel expended \$14,162.69

1 in litigation costs and that such costs were reasonable. The Court approves
2 the payment of attorneys' costs of \$14,162.69 for the reimbursement of
3 the costs and expenses incurred by Class Counsel.

4 11. Class Representative Enhancement Payment. The Court finds the Class
5 Representative Enhancement Payment of \$5,000, to be paid out of the Maximum Settlement
6 Amount by Defendant to Plaintiff, to be reasonable and appropriate. The Class Representative
7 Enhancement Payment is to be paid pursuant to the terms and provisions of the Agreement.

8 a. The rationale for making enhancement payments is that the class
9 representatives should be compensated for the expense and risk incurred in
10 conferring a benefit on other class members. Such enhancement payments
11 are appropriate if they are necessary to induce individuals to participate in
12 the suit. Criteria courts may consider include the: (i) risk in commencing
13 this suit; (ii) notoriety and personal difficulties encountered; (iii) amount
14 of time and effort spent; (iv) duration of the litigation; and (v) personal
15 benefit (or lack thereof) enjoyed.

16 b. The Court reviewed Plaintiff's declaration outlining his work. Given the
17 risks inherent in the services as the class representative, duration of the
18 case and time involved, and benefits created for the Class, the Court
19 approves the Class Representative Enhancement Payment of \$5,000.

20 12. Claims Administration Costs. The Court finds the Claims Administration
21 Costs of \$12,250, to be paid out of the Maximum Settlement Amount by Defendant to the
22 Claims Administrator, to be reasonable and appropriate. The Claims Administration Costs are to
23 be paid pursuant to terms and provisions set forth in the Agreement.

24 a. The Court reviewed the Declaration of William Argueta from CPT Group,
25 Inc., the Claims Administrator. The Court finds that notice was provided
26 to the Class pursuant to the Preliminary Approval Order, constitutes the
27 best practicable notice to the Class, and satisfied due process. The Court
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approves the payment of the Claims Administration Costs of \$12,250 to the Claims Administrator for its services in administering the Agreement.

13. PAGA Payment. The Court finds the Private Attorneys General Act of 2004 (“PAGA”) Payment of \$40,000, seventy-five percent (75%) of which (\$30,000) will be paid out of the Maximum Settlement Amount by Defendant to the California Labor and Workforce Development Agency and twenty-five percent (25%) of which (\$10,000) will be distributed to all the PAGA Aggrieved Employees, pro rata, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms of the Settlement Agreement.

14. Funding of the Maximum Settlement Amount. Within fourteen (14) calendar days of the Effective Date, Defendant will deposit all Court-approved costs, fees, payments, and claim amounts from the Maximum Settlement Amount into the Qualified Settlement Fund account. Within fourteen (14) calendar days of Defendant funding the Maximum Settlement Amount, all payments due under the Settlement will be sent out to the appropriate persons and entities.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends that the Settlement was the product of arm’s-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the help of Michael Ludwig, an experienced and well-respected mediator.

a. With respect to the fairness of the Settlement, there were no Notices of Objection to and three (3) Requests for Exclusion from the Settlement.

b. With respect to the benefit to the Class, the gross *average* Individual Settlement Payment is about \$981.99, and the gross *highest* Individual Settlement Share is around \$1,674.56.

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1 16. Uncashed Checks. Any checks issued by the Claims Administrator to
2 Claimants will be negotiable for at least one hundred twenty (120) calendar days. Those funds
3 represented by settlement checks returned as undeliverable and those settlement checks
4 remaining uncashed for more than one hundred twenty (120) calendar days after their issuance
5 will be transmitted to California Controller's Unclaimed Property Fund.

6 17. Modification of Settlement Agreement. The Settlement Agreement may be
7 amended or modified only by a written instrument signed by the Parties and their counsel or their
8 successors-in-interest as approved by the Court. Such amendments or modifications shall be
9 consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members
10 under the Settlement Agreement.

11 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
12 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
13 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any
14 other necessary purpose, including, without limitation:

- 15 a. Enforcing the terms and provisions of the Agreement and resolving any
16 disputes, claims, or causes of action in this matter that, in whole or in part,
17 are related to or arise out of the Agreement or this Order and Judgment;
- 18 b. Entering such additional orders as may be necessary or appropriate to
19 protect or effectuate this Order and Judgment approving the Agreement,
20 and permanently enjoining Plaintiff from initiating or pursuing related
21 proceedings, or to ensure the fair and orderly administration of the
22 Agreement; and
- 23 c. Entering any other necessary or appropriate orders to protect and
24 effectuate this Court's retention of continuing jurisdiction.

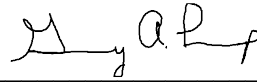
25 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
26 and Class Representative Enhancement Payment is GRANTED. The Claims Administrator is
27 directed to carry out the terms of the Settlement Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 **IT IS SO ORDERED.**

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10 DATED: Signed: 4/28/2025 12:13 PM



HONORABLE GREGORY PULSKAMP
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On May 2, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Pineda v. West Coast Sand and Gravel, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-849065-21**
Court Case No.: BCV-24-102218
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on May 2, 2025, at Pasadena, California.



Mariah Anderson