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21 *Attorneys for Plaintiffs BRANDON FISHER and ISAAC GALDAMEZ*

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **FOR THE COUNTY OF RIVERSIDE**

24 **CV R12200207**

25 BRANDON FISHER and ISAAC GALDAMEZ,
26 individually, and on behalf of others similarly
27 situated,

28 Plaintiffs,

vs.

29 SUPREME TRUCK BODIES OF CALIFORNIA,
30 INC., a California Corporation, a Delaware
31 Corporation; and DOES 1 thru 10, inclusive,

32 Defendants

Case No.: ~~CVR12200207~~

[Hon. Harold W. Hopp, Dept. 1]

**[~~AMENDED PROPOSED~~] ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND
JUDGMENT**

[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, and
the Declarations of Kane Moon, Plaintiff
Fisher, Plaintiff Galdamez, Brian J. Mankin,
and Peter J. Carlson in Support of Motion]

FINAL APPROVAL HEARING:

Date: January 31, 2024

Time: 8:30 a.m.

Dept.: 1

Action Filed: January 18, 2022

Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 06 2024

E. Escobedo

FEB 07 2024

1 **[PROPOSED] FINAL ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On September 7, 2023, the Court entered an Order Granting Plaintiffs' Unopposed Motion
4 for Preliminary Approval of Class Action Settlement, conditional class certification, and approval
5 of Class Notice, and setting a Final Approval Hearing (the "Preliminary Approval Order"), thereby
6 preliminarily approving a settlement of the above-entitled action (the "Action") that was reached
7 between Plaintiffs Brandon Fisher and Isaac Galdamez ("Plaintiffs") and Defendants Supreme Truck
8 Bodies of California, Inc. and Wabash National Corporation ("Defendants," and together with
9 Plaintiffs, the "Parties"), in accordance with the Parties' Joint Stipulation of Class and PAGA Action
10 Settlement and Release of Claims (the "Settlement Agreement"). The Settlement Agreement was
11 attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiffs' Motion for
12 Preliminary Approval of Class and PAGA Action Settlement that was filed on August 11, 2023, and
13 which, together with the exhibits referenced and annexed thereto, set forth the terms and conditions
14 for settlement of the Action. The Court now has before it a Proposed Final Order and Judgment to
15 finally approve the Settlement.

16 Due and adequate notice having been given to Class Members, and the Court having reviewed
17 the Settlement Agreement and duly considered Plaintiffs' Motion for Final Approval of Class and
18 PAGA Action Settlement, the supporting declarations and exhibits thereto, all other papers filed and
19 proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

20 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

21 1. The Court, for purposes of this Final Order and Judgment, refers to all terms and
22 definitions as set forth in the Settlement Agreement.

23 2. Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement,
24 including a motion for payment of Class Counsel's Fees and Litigation Expenses, Class
25 Representative Payments, Settlement Administration Expenses, and the PAGA Penalties Payments
26 (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved
27 as fair, reasonable, and adequate as to Class Members, came before Department 1 of this Court, the
28 Honorable Harold W. Hopp presiding, on January 31, 2024.

1 3. The Court finds that the Settlement Agreement appears to have been made and entered
2 into in good faith, the terms of which are fair, reasonable, and adequate; was reached following
3 meaningful discovery and investigation conducted by Plaintiffs and their counsel of record (“Class
4 Counsel”); is the result of serious, informed, adversarial, and arms-length negotiations between the
5 Parties; and therefore, meets the requirements for final approval. In so finding, the Court has
6 considered all the evidence presented, including evidence regarding the strength of Plaintiffs’ claims;
7 the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the
8 amount offered in the Settlement; the extent of investigation and discovery completed; and the
9 experience and views of Class Counsel. The Court has further considered the absence of timely or
10 valid objections to the Settlement by Class Members and only two timely requests for exclusion from
11 the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for Final Approval and
12 **ORDERS** Judgment to be entered in accordance with the terms herein.

13 4. The Court certifies, for settlement purposes only, the following Class (the “Settlement
14 Class”): All persons who are employed or have been employed by Defendants in California as hourly
15 non-exempt employees during the Class Period. The “Class Period” refers to January 18, 2018
16 through April 24, 2023. Excluded from the Settlement Class are all persons who submitted a timely
17 and valid Exclusion Form.

18 5. The deadline to request exclusion from or to submit written objections to the
19 Settlement was November 27, 2023. There were only two valid and timely Exclusion Forms were
20 received, from the following individuals: Manuel Caseres Blanco and Zachary S Rech. Accordingly,
21 these two individuals are excluded from the Settlement Class. One untimely Exclusion Form was
22 received and is therefore ineffective.

23 6. All other Class Members who did not timely request exclusion from the Settlement
24 Class had an opportunity to object to the Settlement Agreement. No timely or valid written objections
25 were received. Two untimely Objection Forms were received which contain no substance with regard
26 to any objection, and are therefore overruled.

27 7. The Court-approved Notice of Class and PAGA Action Settlement Affecting Your
28 Rights (the “Class Notice”), which was attached to the Preliminary Approval Order as Exhibit A and

1 provided to the Class pursuant to the plan for distribution described under the Settlement Agreement,
2 conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the
3 best notice practicable under the circumstances, by providing individual and adequate notice of the
4 proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied
5 the requirements of due process and provided the Class Members with adequate instructions and a
6 variety of means to obtain additional information.

7 8. A full opportunity has been afforded to Class Members to participate in the Final
8 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
9 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
10 themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that
11 all Class Members who did not request exclusion from the Settlement ("Participating Class
12 Members") are bound by this Final Order and Judgment.

13 9. Release of Claims:

14 a. Plaintiffs' Released Claims. Plaintiffs, on behalf of themselves, knowingly and
15 voluntarily release and forever discharge Defendants and the Released Parties, to
16 the fullest extent permitted by law, of and from any and all claims, known and
17 unknown, asserted and unasserted, which Plaintiffs have or may have against the
18 Released Parties, including the Released Class Claims and PAGA Released Claims
19 described in this Agreement, as of the date of execution of this Settlement Agreement.
20 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any,
21 of section 1542 of the California Code of Civil Procedure, which reads: A general
22 release does not extend to claims that the creditor or releasing party does not know or
23 suspect to exist in his or her favor at the time of executing the release and that, if
24 known by him or her, would have materially affected his or her settlement with the
25 debtor or released party.

26 b. Released Class Claims by Participating Class Members. The Participating Class
27 Members will fully release and discharge the Released Parties of the claims stated in,
28 and those based solely upon the facts stated in, the Operative Complaint, including,

1 California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221,
2 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5,
3 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, the applicable California
4 Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq.,
5 the California Business and Professions Code sections 17200, et seq., the California
6 Code of Civil Procedure section 1021.5, and including all claims for or related to
7 alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime
8 or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely
9 payment of wages at separation, wage statements, meal periods and meal period
10 premiums, rest breaks and rest break premiums, failure to pay additional 401(k)
11 benefits and/or deferred compensation benefits and/or matching benefits for
12 payments received under the Settlement, unfair competition, unfair business
13 practices, unlawful business practices, fraudulent business practices, as well as claims
14 for statutory penalties based on the facts or claims alleged in the Operative Complaint
15 at any time during the Class Period (collectively, the “Released Class Claims”).

16 c. PAGA Released Claims. Plaintiffs—in their individual capacity and on behalf of the
17 State of California and the LWDA—shall completely release and discharge the
18 Released Parties from the PAGA claims that Plaintiffs alleged against the Releasees,
19 on behalf of themselves and the State of California, in Plaintiffs’ LWDA Exhaustion
20 Letters, and only to the extent that they are alleged in the Operative Complaint,
21 including all PAGA claims seeking civil penalties premised upon California Labor
22 Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226,
23 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
24 1194.2, 1197, 1197.1, 1198, and 1199, et seq., the applicable California Industrial
25 Commission Wage Orders, and all other claims for civil penalties recoverable under
26 the Private Attorneys General Act, Labor Code sections 2698, et seq., based on the
27 facts or claims alleged in the Operative Complaint at any time during the PAGA
28 Period (collectively, the “PAGA Released Claims”). The PAGA Released Claims do

1 not release any Aggrieved Employees' claims for wages or statutory penalties under
2 PAGA.

3 d. Effective Date of Releases. Upon the Final Approval of the Settlement by the Superior
4 Court, and only after Defendants fully fund the Maximum Settlement Amount and
5 Employer's Payroll Taxes.

6 10. The Parties shall bear their own respective attorneys' fees and costs, except as
7 otherwise provided for in the Settlement Agreement and approved by the Court.

8 11. The Court finds that the Maximum Settlement Amount, the Net Settlement Amount,
9 and the methodology used to calculate Individual Class Shares and Individual PAGA Shares to
10 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. The
11 Court thus authorizes the Settlement Administrator to pay settlement allocations in accordance with
12 the terms of the Settlement Agreement. Within seven (7) calendar days of the Effective Date (as that
13 term is defined under the Settlement Agreement), the Settlement Administrator shall provide the
14 Parties an accounting of all anticipated payments from the Maximum Settlement Amount. Within ten
15 (10) calendar days of the Effective Date, the Settlement Administrator shall establish a Qualified
16 Settlement Fund (the "QSF") and notify the Parties when the Settlement Account has been
17 established. Within twenty-one (21) calendar days of the Effective Date, Defendants shall pay into
18 the QSF the full funds owing under this Final Approval Order, including Defendants' employer's
19 share of payroll taxes. Payments to Class Members shall be sent by the Settlement Administrator via
20 U.S. Mail within fourteen (14) calendar days of Defendants fully funding the QSF.

21 12. Any envelope transmitting a settlement distribution to a Class Member shall bear the
22 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any settlement
23 distribution check shall be negotiable for at least 90 days but not more than 180 days from the date
24 of mailing. The Settlement Administrator shall mail a reminder postcard to any Class Member whose
25 settlement distribution check has not been negotiated within 60 days after the date of mailing. If any
26 of the Class Members are current employees of Defendants and those Class Members' mailed
27 distribution is returned to the Settlement Administrator as being undeliverable, and if the Settlement
28 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange

1 with Defendants to have those distributions delivered to those Class Members at their place of
2 employment.

3 13. A total amount of \$200,000.00 shall be allocated, from the Maximum Settlement
4 Amount, to resolution of claims under the Private Attorneys General Act of 2004 ("PAGA") and
5 distributed as follows: 25% (\$50,000.00) to Aggrieved Employees and 75% (\$150,000.00) to the
6 LWDA. The LWDA's claims for the PAGA Released Claims are hereby extinguished.

7 14. The Court confirms the appointment of Plaintiffs as the Class Representatives, for
8 settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive under the
9 Settlement Agreement as Class Members, the Court approves and orders a service payment in the
10 amount of \$2,500.00, to each (\$5,000.00 total), from the Maximum Settlement Amount to Plaintiffs
11 for their role and service as the Class Representatives, for the risks and work attendant to that role,
12 and for their general release of claims, both known and unknown, and waiver of section 1542 rights.

13 15. The Court confirms the appointment of Moon Law Group, PC and Lauby, Mankin &
14 Lauby LLP as Class Counsel, for settlement purposes only, as they are experienced in wage and hour
15 class action litigation, have no apparent conflicts of interest with Plaintiffs or other Class Members,
16 and have adequately represented Class interests. The Court approves and orders the payment to Class
17 Counsel from the Maximum Settlement Amount for reasonable attorneys' fees, not to exceed one
18 third of the Maximum Settlement Amount, as follows: \$650,000.00 to Moon Law Group, PC, and
19 \$350,000.00 to Lauby, Mankin & Lauby LLP. Additionally, the Court approves and orders the
20 payment to Class Counsel from the Maximum Settlement Amount for reimbursement of litigation
21 costs actually incurred, not to exceed \$35,000.00, as follows: \$18,751.72 to Moon Law Group, PC,
22 and \$7,621.21 to Lauby, Mankin & Lauby LLP. The Court finds that the fees and costs amounts are
23 reasonable considering the benefits provided to the Class.

24 16. The Court confirms the appointment of Phoenix Settlement Administrators as the
25 Settlement Administrator, who has fulfilled its initial notice and reporting duties. The Court approves
26 and orders the payment of \$16,000.00 from the Maximum Settlement Amount to the Settlement
27 Administrator for the costs of settlement administration.

28 17. In accordance with California Rule of Court 3.771(b), notice of this Final Order and

1 Judgment will be given to the Class by the Settlement Administrator, who will post a copy of this
2 Final Order and Judgment on a website maintained by the Settlement Administrator, the address of
3 which was provided to Class Members in the Class Notice, for a period from seven (7) calendar
4 days after entry to thirty (30) days following the one hundred and eighty (180) check-cashing
5 deadline.

6 18. This Final Order and Judgment is intended to be a final disposition of the Action in
7 its entirety and is intended to be immediately appealable.

8 19. The obligations set forth in the Settlement Agreement are deemed part of this Final
9 Order and Judgment, and the Parties are ordered to carry out the Settlement Agreement according to
10 its terms and provisions.

11 20. Following entry of this Final Order and Judgment, and without affecting the finality
12 thereof, the Court shall retain continuing jurisdiction over the Action and the Settlement solely for
13 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii)
14 addressing such post-Judgment matters may be appropriate under court rules or applicable law.

15 21. The Settlement Agreement is finally approved but is not an admission by Defendants
16 of the validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation
17 of law. Neither the Settlement Agreement nor any related document shall be offered or received in
18 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings
19 as may be necessary to consummate or enforce the Settlement.

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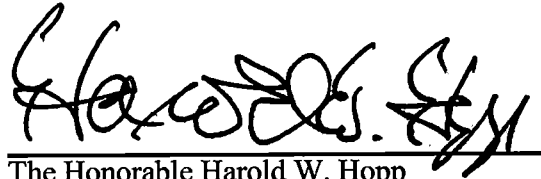
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1 22. The Court sets a Non-Appearance Case Review Hearing re: Distribution on October
2 25, 2024 at 8:30 a.m. in Department 1. Class Counsel are ordered to file a final report and
3 declaration by the Settlement Administrator regarding settlement distribution no later than October
4 18, 2024. No appearance is required at the Case Review if the Settlement Administrator's declaration
5 filed prior to the hearing reports that all the distributions under the Settlement Agreement are
6 complete.

7 **IT IS SO ORDERED.**

8 DATE:

2/5/24



The Honorable Harold W. Hopp
Judge of the Superior Court, Riverside County