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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JOSE VALENCIA, an individual,
BRANDON JEROUE, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SENTINEL TRANSPORTION, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV00951

[Assigned for all purposes to the Hon. James F.
Rigali, Department SM Dept. 2]

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

Date: June 25, 2024

Time: 8:30 a.m.

Dept.: SM Dept. 2

Action Filed: April 29, 2022

Trial Date: None Set

1 This matter for an order granting final approval of the settlement set forth in the Joint
2 Stipulation of Class and Representative Action Settlement and Release (“Settlement Agreement”
3 or “Agreement”), and due and adequate notice having been given to the Class Members as
4 required in the Preliminary Approval Order, and the Court having considered all papers filed and
5 proceedings had herein and otherwise being fully informed of the premises and good cause
6 appearing therefor, it is

7 ORDERED, ADJUDGED AND DECREED THAT:

8 1. Plaintiffs’ Motion for Final Approval of Class and Representative Action
9 Settlement is hereby granted. All terms used herein shall have the same meaning as defined in
10 the Settlement Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation and over all
12 parties to this litigation, including Plaintiffs Jose Valencia and Brandon Jeroue (“Plaintiffs” or
13 the “Class Representatives”), Defendant Sentinel Transportation, LLC (“Defendant” or
14 “Sentinel”), all Settlement Class Members and Aggrieved Employees.

15 3. Distribution of the Notice directed to the Class Members as set forth in the
16 Settlement Agreement and the other matters set forth therein has been completed in conformity
17 with the Preliminary Approval Order, including individual notice to all Class Members who
18 could be identified through reasonable effort, and was the best notice practicable under the
19 circumstances. This Notice provided due and adequate notice of the proceedings and of the
20 matters set forth therein, including the proposed settlement set forth in the Settlement
21 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
22 of due process. No Class Members objected to the Settlement Agreement. One (1) Class
23 Member submitted a valid request for exclusion.

24 4. This Court hereby approves the settlement set forth in the Settlement Agreement
25 and finds that the Settlement is in all respects fair, adequate and reasonable, and directs the
26 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
27 has been reached as a result of intensive, serious and non-collusive arms-length negotiations.
28 The Court further finds that the Parties have conducted extensive and costly investigation and

1 research and counsel for the Parties are able to reasonably evaluate their respective positions.
2 The Court also finds that settlement at this time will avoid additional substantial costs, as well as
3 avoid the delay and risks that would be presented by the further prosecution of the Action. The
4 Court has reviewed the monetary recovery that is being granted as part of the settlement and
5 recognizes the significant value to the Settlement Class and to the Aggrieved Employees of that
6 monetary recovery. The Court finds that the Class is properly certified as a class for settlement
7 purposes only.

8 5. For purposes of this Judgment, the term “Class” means “(i) all current and former
9 non-exempt or hourly paid employees of Sentinel who worked in a driver position in California
10 at any time from March 8, 2018, through December 1, 2023 (“Driver Class” or “Driver Class
11 Members”); and (2) all current and former non-exempt or hourly paid employees of Sentinel in
12 California who received “Base Pay” at any time from March 8, 2021, through December 1, 2023
13 (“Wage Statement Class” or “Wage Statement Class Members”).” The term “Aggrieved
14 Employees” means “all non-exempt or hourly paid employees of Sentinel in California at any
15 time from January 20, 2021 through December 1, 2023.”

16 7. The term “Settlement Class Member” means a Class Member who has not timely
17 and validly requested exclusion from the Settlement.

18 8. Upon the payment of the Gross Settlement Fund, Plaintiffs and all Settlement
19 Class Members who are members of the Driver Class (as well as their spouses, agents, heirs,
20 executors, administrators, trustees, and/or permitted assigns), hereby do and shall be deemed to
21 have fully, finally and forever released, settled, compromised, relinquished and discharged, to
22 the fullest extent possible, the Released Parties from all claims that were, or that could have
23 been, pled in the Second Amended Complaint, based on the facts and theories alleged in the
24 Action, for violation of Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1198, 1199 and
25 2802, and that accrued during the Class Period. The release includes a release of statutory
26 penalties, interests, attorneys’ fees, and costs.

27 9. Upon the payment of the Gross Settlement Fund, Plaintiffs and all Settlement
28 Class Members who are members of the Wage Statement Class (as well as their spouses, agents,

heirs, executors, administrators, trustees, and/or permitted assigns), hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all claims that were, or that could have been, pled in the Second Amended Complaint for violation of Labor Code § 226(a), based on Defendant's alleged failure to accurately display the applicable hourly rate for "Base Pay" and corresponding number of hours worked, and that accrued during the period of March 8, 2021, through December 1, 2023. The release includes a release of statutory penalties, interests, attorneys' fees, and costs.

10. Upon the payment of the Gross Settlement Fund, Plaintiffs and all Aggrieved Employees (as well as their spouses, agents, heirs, executors, administrators, trustees, and/or permitted assigns), hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all claims for civil penalties or other remedies recoverable under Labor Code § 2698, *et seq.* (PAGA), which were, or that could have been, pled in the Second Amended Complaint and/or the LWDA Letters sent by Plaintiffs, dated January 20, 2022 and February 24, 2022, based on the facts and theories stated in the Action, for violation of Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1198, 1199 and 2802, and that accrued during the PAGA Period. The release includes a release of civil penalties, attorneys' fees, and costs.

11. Upon the payment of the Gross Settlement Fund, Plaintiffs (as well as their spouses, agents, heirs, executors, administrators, trustees, and/or permitted assigns), hereby do and shall be deemed to have released any and all claims against Defendant and Released Parties—which shall include without limitation any and all claims which in any way relate to his employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Second Amended Complaint or not, including but not limited to any claims under the FLSA, Title VU, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, except for those claims that may be prohibited by law, such as claims for

workers' compensation benefits. Plaintiffs further expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

12. Defendant shall deposit the Gross Settlement Fund of Five Hundred Sixty-Five Thousand Dollars (\$565,000.00) with the Settlement Administrator, pursuant to the terms of the Settlement Agreement. From the Gross Settlement Fund, the Court hereby awards the following:

- a. Class Counsel attorneys' Attorneys' Fees and Costs in the amount of One Hundred Eighty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$188,333.33) and reimbursement of costs in the amount of Sixteen Thousand Seven Hundred Fifty-Four Dollars and Ninety-Eight Cents (\$16,754.9). Except as otherwise provided in the Settlement Agreement, the Parties are to bear their own costs and attorneys' fees;
- b. Enhancement Payments in the amount of Ten Thousand Dollars (\$10,000.00) to each Class Representative (\$20,000 total);
- c. Payment to the LWDA in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) and payment to Aggrieved Employees in the amount of Twelve Thousand Five Hundred Dollars (\$12,500); and
- d. Payment of claims administration expenses in the amount of Ten Thousand Dollars (\$10,000.00) to Phoenix Settlement Administrators.

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

13. The Court approves the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement. Any checks issued by the Settlement Administrator will be

1 negotiable for one hundred and eighty (180) calendar days after the postmarked date of their
2 initial mailing. All uncashed or undeliverable settlement checks will expire after one hundred
3 and eighty (180) calendar days. Those funds represented by settlement checks returned as
4 undeliverable and those settlement checks remaining un-cashed for more than one hundred and
5 eighty (180) calendar days after issuance will be transmitted to the following *cy pres* recipient:
6 Legal Aid at Work.

7 14. Judgment in this matter is entered in accordance with the terms of the Settlement
8 Agreement, the Court's Preliminary Approval Order, and this Final Approval Order against
9 Defendant in favor of Plaintiffs and the Class Members. This document shall constitute a
10 Judgment for purposes of California Rule of Court 3.769(h). This Judgment is intended to be a
11 final disposition of the above-captioned action in its entirety.

12 15. Without affecting the finality of this Final Judgment in any way, this Court hereby
13 retains continuing jurisdiction with respect to all matters related to the interpretation,
14 implementation, and enforcement of the Settlement Agreement and all orders and judgments
15 entered in connection therewith, as well as and any and all claims, asserted in, arising out of, or
16 related to the subject matter of the Action, including but not limited to all matters related to the
17 Settlement and the determination of all controversies relating thereto.

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19 DATED: _____
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21 HON. JAMES F. RIGALI
22 SUPERIOR COURT OF CALIFORNIA
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