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

JOSHUA D. HODGES, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA TRUCK CENTERS, LLC, a
California Limited Liability Company;
DELTA TRUCK CENTER, a California
Company; and DOES 1-50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0000168

[Assigned to Hon. George J. Abdallah, Dept.
10A]

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

Date: October 13, 2025
Time: 9:00 a.m.
Dept.: 10A

Complaint Filed: January 10, 2022
Trial Date: None Set

1 **[PROPOSED] JUDGMENT & ORDER**

2 The Motion of Plaintiffs Joshua D. Hodges and Daniel Vogel (“Plaintiffs”) for Final
3 Approval of Class Action Settlement, Attorneys’ Fees and Costs, And Class Representative
4 Enhancement Awards (“Final Approval Motion”) came regularly for hearing before this Court on
5 October 13, 2025, at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s prior
6 Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval
7 Order”).

8 Having considered the parties’ Settlement Agreement, titled Stipulation of Settlement,
9 filed with the Court on April 11, 2025, as Exhibit A to the Declaration of Andrew J. Rowbotham
10 in Support of Plaintiffs’ Motion for Preliminary Approval, and the documents and evidence
11 submitted in support thereof, and recognizing the sharply disputed factual and legal issues
12 involved, the risks associated with continued litigation, and the substantial benefits to be
13 conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and
14 adequate, and the product of good faith, arm’s length negotiations between the parties.

15 Good cause appearing, the Court GRANTS Plaintiffs’ Final Approval Motion and
16 ORDERS as follows:

17 1. Final judgment is entered in accordance with the Settlement Agreement and this
18 Final Approval Order.

19 2. The conditional class certification is made final, and the Court certifies, for
20 purposes of the Settlement, the following Settlement Class:

21 All current and former non-exempt employees who worked for Defendants
22 California Truck Centers, LLC and Delta Truck Center (collectively,
23 “Defendants”) in California between January 10, 2018 and January 18, 2025
(the “Class Period”)

24 3. Plaintiffs Joshua D. Hodges and Daniel Vogel are confirmed as Class
25 Representatives. Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Humberto
26 Castorena of Haines Law Group, APC; Mehrdad Bokhour of Bokhour Law Group, P.C.; Joshua
27 S. Falakassa of Falakassa Law, P.C.; and Roman Otkupman of Otkupman Law Firm are
28 confirmed as Class Counsel.

1 4. Notice was provided to Settlement Class Members as set forth in the Settlement,
2 which the Court preliminarily approved on May 19, 2025, and the notice process was completed
3 in accordance with the Settlement and the Court's Preliminary Approval Order. The Court finds
4 that the notice was the best practicable under the circumstances. The Class Notice provided due
5 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
6 members of their rights, and fully satisfied the requirements of California Code of Civil Procedure
7 § 1781(e), California Rule of Court 3.769, and due process.

8 5. The Court finds that no Settlement Class Members objected to the Settlement, that
9 20 individuals opted out, and that the 98.65% participation rate supports final approval of the
10 Settlement.

11 6. The Court approves the terms of the Settlement as fair, reasonable, and adequate,
12 and directs the parties to effectuate the Settlement in accordance with its terms.

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

22 8. The Court finds that, in light of the absence of objections to the Settlement, this
23 Order is final as of the date of its entry.

24 9. The Court finds that the Individual Settlement Payments, as provided for in the
25 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
26 distribute the payments in accordance with the terms of the Settlement.

27 10. The Court orders Defendants to deposit the Maximum Settlement Amount of
28 \$3,665,904.98 with the Settlement Administrator in accordance with the procedures set forth in

1 the Settlement.

2 11. The Court finds that Enhancement Awards in the total amount of \$20,000.00
3 (\$10,000.00 each) to Plaintiffs Joshua D. Hodges and Daniel Vogel are appropriate for Plaintiffs'
4 risks undertaken and service to the Settlement Class. The Court finds that these payments are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to make these payments in
6 accordance with the terms of the Settlement.

7 12. The Court finds that attorneys' fees in the amount of \$1,221,968.33 and litigation
8 costs of \$96,938.26 for Class Counsel are fair, reasonable, and adequate in light of the common
9 fund created by the Settlement, and orders the Settlement Administrator to distribute these
10 payments to Class Counsel in accordance with the terms of the Settlement.

11 13. The Court orders that the Settlement Administrator be paid \$12,950.00 from the
12 Maximum Settlement Amount in accordance with the terms of the Settlement, for all of its work
13 performed and to be performed until the completion of this matter, and finds that sum appropriate.

14 14. The Court finds that the amount designated for PAGA civil penalties, \$100,000.00,
15 with 75% (\$75,000.00) allocated to the California Labor and Workforce Development Agency
16 ("LWDA") and 25% (\$25,000.00) allocated to PAGA Aggrieved Employees, is fair, reasonable,
17 and adequate. The Court orders the Settlement Administrator to distribute these payments in
18 accordance with the terms of the Settlement.

19 15. The Court orders that all settlement checks are negotiable for 180 calendar days
20 from the date of issuance, and that any checks remaining uncashed after this period be transferred
21 to the Unclaimed Property Fund under the California Code of Civil Procedure § 1500 *et seq.*, in
22 the name of the Settlement Class Member to whom the check was issued, until they claim their
23 property. The Court further orders that the envelope transmitting a settlement check bear the
24 notation: "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

25 16. Upon entry of Final Judgment and Defendants' complete funding of the Maximum
26 Settlement Amount, Plaintiffs and every member of the Settlement Class (except Wilma
27 Bettencourt, Mary Ellen Dempsey, Theodore Domaleski, Kenneth Galaites, Ricardo Garza, Louis
28 Joseph Gennuso Jr., David Gleim, Estaban Jose Goni, Steven Gwin, Brent Hambleton, Sherry

1 Jackson, Amy Jara, Martha Mitcheom, Ricardo Huerta, Theodore Ohagen, Esmeralda Pacheco,
2 Daniel Rodriguez, Paul Rogers, Roy Tertel, and Howard Williams, who opted out) will release
3 and discharge Defendants and all of their present and former parent companies, subsidiaries,
4 divisions, related or affiliated companies, shareholders, officers, directors, employees, agents,
5 attorneys, insurers, successors and assigns (the “Released Parties”) from liability for all claims,
6 demands, rights, liabilities and causes of action based on the factual allegations set forth in the
7 operative complaint in the lawsuit titled *Joshua D. Hodges v. California Truck Centers, LLC*, San
8 Joaquin County Superior Court Case No. STK-CV-UOE-2022-0000168 (the “Action”), or
9 Plaintiffs’ PAGA Notices to the LWDA (dated January 5, 2022 and February 1, 2022), or which
10 could have been pled in the operative complaint in the Action based on the factual allegations
11 therein, that arose during the Class Period (“Released Claims”). The time period covered by this
12 release will mirror the Class Period.

13 17. Additionally, all PAGA Aggrieved Employees (defined as all current and former
14 non-exempt employees who worked for Defendants in California at any time between January 5,
15 2021 and January 18, 2025 (the “PAGA Period”)) shall be deemed to have released and
16 discharged the Released Parties from all claims for civil penalties under PAGA that are based on
17 the Labor Code violations pled in the operative complaint in the Action or Plaintiffs’ PAGA
18 Notices to the LWDA (dated January 5, 2022 and February 1, 2022), or which could have been
19 pled in the operative complaint in the Action based on the factual allegations therein, that arose
20 during the PAGA Period (the “PAGA Released Claims”). This release does not cover any claims
21 other than PAGA claims. The time period covered by this release will mirror the PAGA Period.

22 18. This document constitutes a final judgment pursuant to California Rule of Court
23 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
24 hearing, the court must make and enter judgment. The judgment must include a provision for the
25 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The
26 court may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
27 The Court retains jurisdiction over the parties to enforce the terms of the Settlement, the Final
28 Approval Order, and this Judgment.

1 19. The Court orders that the Settlement Administrator provide notice of entry of this
2 Judgment to the Settlement Class Members by posting a copy of the Judgment and Final Approval
3 Order on the settlement website and providing the website URL on settlement checks.

4 20. Plaintiffs shall file a Final Accounting Report on or before June 29, 2026. A Final
5 Accounting Hearing is set for June 13, 2026, at 9:00 a.m.

6 **IT IS SO ORDERED.**

7
8 Dated: _____, 2025

Honorable George J. Abdallah
Judge of the Superior Court