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8 Attorneys for Efrain Robles,
individually and on behalf of all others similarly situated
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11 **IN THE SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF IMPERIAL**

13 EFRAIN ROBLES, individually and on behalf of all
14 others similarly situated,

15 Plaintiff(s),

16 v.

17 GEO TRANSPORT, INC.; and DOES 1 through
18 100,

19 Defendant(s).
20

Case No. ECU002464

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL**

Date:
Time:
Department: 7

21 WHEREAS, this Action is pending before this Court as a putative class action lawsuit
22 brought by Efrain Robles, the Named Plaintiff (“Plaintiff” or “Named Plaintiff”) against Defendant
23 GEO Transport, Inc., (hereinafter referred to as “Defendant” or “GTI”); and

24 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
25 settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement
26 (the “Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the
27 terms and conditions for a proposed Settlement and final resolution of the Action upon the terms
28 and conditions set forth therein; and the Court having read and considered the Settlement

1 Agreement and the exhibits annexed thereto;

2 NOW, THEREFORE, IT IS HEREBY ORDERED:

3 1. This Order incorporates by reference the definitions in the Settlement Agreement,
4 and all terms defined therein shall have the same meaning in this Order as set forth in the
5 Settlement Agreement. Per the Parties' Settlement Agreement, the Court hereby conditionally
6 certifies the following Settlement Class: all person employed by GTI in California and classified as
7 nonexempt employees who worked for GTI during the Class Period. The Class Period is July 5,
8 2018 to September 19, 2023.

9 2. Upon Final Approval, and subject to Defendant's payment of all sums required
10 herein, the claims released by the Class Members will include the Claims set forth in the Robles
11 Class Action Lawsuit for periods of time during employment with defendant in California as non-
12 exempt hourly employees during the Robles Settlement Class Period, including, but not limited to:

- 13 a. For Participating Class Members 1) any and all claims for alleged failure to provide
14 meal periods; 2) any and all claims for alleged failure to provide rest periods; 3) any
15 and all claims for alleged failure to pay overtime wages; 4) any and all claims for
16 alleged failure to pay minimum wage; 5) any and all claims for wage statement
17 penalties; and 6) any and all claims for violation of the Unfair Competition law
18 based on numbers 1) through 5).
- 19 b. For Aggrieved Employees: All Non-Participating Class Members who are Aggrieved
20 Employees are deemed to release, on behalf of themselves and their respective
21 former and present representatives, agents, attorneys, heirs, administrators,
22 successors and assigns, the Released Parties from all claims for PAGA penalties that
23 were alleged, or reasonably could have been alleged, based on the PAGA Period
24 facts stated in the Operative Complaint, and the PAGA Notice.

25 Released Parties include Defendant and each of its former and present directors, officers,
26 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
27 and affiliates.

28 In addition to the releases listed above, Named Plaintiff personally, shall be deemed to have,

1 and operation of the Judgement in this action shall have, agreed to be bound by the following
2 release:

3 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
4 provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

5
6 **A general release does not extend to claims that the creditor or releasing party**
7 **does not know or suspect to exist in his or her favor at the time of executing the**
8 **release, and that if known by him or her would have materially affected his or**
9 **her settlement with the debtor or Released Party.**

10
11 In connection with the releases being granted hereunder, Plaintiff acknowledges that he may
12 discover facts in addition to or different from those that he may now know or believe to be true with
13 respect to the subject matter of this Agreement, and that such facts may give rise to claims which
14 are presently unknown, unanticipated and unsuspected. Nevertheless, he intends hereby to fully,
15 finally, and forever settle and release all released claims and that, in furtherance of such intention,
16 the releases given herein will be and remain full and complete releases notwithstanding the
17 discovery or existence of any such additional or different facts.

18 3. Named Plaintiff is hereby appointed and designated, for all purposes, as the
19 representative of the Class and Representative Action, and the following attorneys are hereby
20 appointed and designated as counsel for the Named Plaintiff, the Class Representatives and the
21 Class: Din Ginzburg, Emmanuel M. Starr, and Theodore Tang of Frontier Law Center ("Class
22 Counsel"). Class Counsel are authorized to act on behalf of Participating Class Members with
23 respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and
24 such other acts reasonably necessary to consummate the Settlement. Any Objecting Class Member
25 may enter an appearance through counsel of such Class Member's own choosing and at such Class
26 Member's own expense

27 4. The Court finds on a preliminary basis that the Settlement appears to be fair,
28 reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The

1 Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The
2 Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all
3 Class Members when balanced against the potential outcomes of further litigation relating to
4 liability and damages issues. The Court further finds that the Settlement has been reached as the
5 result of serious and non-collusive, arms-length negotiations by Defendants and Plaintiff (the
6 “Settling Parties”).

7 5. A hearing (the “Settlement Hearing”) shall be held before this Court, located at 939
8 West Main Street, El Centro, California 92243, on _____ at _____, in Department
9 7, to determine all necessary matters concerning the Settlement, including: whether the proposed
10 settlement of the Action should be finally approved by the Court; whether a Judgment, as provided
11 in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in
12 the Settlement Agreement should be approved as fair, adequate and reasonable to the Class
13 Members; and to finally approve Class Counsel’s Fees Award and Cost Award, payment to the
14 Labor and Workforce Development Agency and the Settlement Administration Costs.

15 6. The Court hereby approves, as to form and content, the Notice, attached as Exhibit 1
16 to the Settlement Agreement. The Court finds that distribution of the Notice, substantially in the
17 manner and form set forth in the Settlement Agreement and this Order, meets the requirements of
18 due process, is the best notice practicable under the circumstances, and will constitute due and
19 sufficient notice to all persons entitled thereto.

20 7. The Court hereby appoints ILYM Group as Settlement Administrator and hereby
21 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members
22 the Notice (Exhibit A) by first class mail at their last known address within fourteen (14) days of
23 receiving a Class Information from Defendants.

24 8. Any Class Member (as defined by the Settlement Agreement) may choose to opt-out
25 of the Settlement or object to the Settlement as provided in the Notice by following the instructions
26 for requesting exclusion from the Settlement Class or objecting to the settlement. Class Members
27 will have forty-five (45) days from the date of mailing of the Notice in which to postmark
28 objections or a notice of opting out. Prior to the initial mailing, the Settlement Administrator will

1 check all Class Member addresses against the National Change of Address database and shall
2 update any addresses before mailing. All Class Members who do not timely and properly notify the
3 Settlement Administrator of their desire to opt-out of the Settlement, shall become bound by all
4 determinations of the Court, the Settlement Agreement and Judgment.

5 9. Any Class Member who did not opt-out may appear at the Settlement Hearing and
6 may object or express his/her views regarding the Settlement and may present evidence and file
7 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
8 the Court as provided in the Notice. However, if a Class Member requests exclusion, the Class
9 Member shall not be heard or entitled to object, and no papers or briefs submitted by any such
10 person shall be received or considered by the Court. To object to the settlement a Class Member
11 must file with the Court and serve on the Settlement Administrator and Counsel for the Settling
12 Parties, not later than forty-five (45) calendar days after the date that the Settlement Administrator
13 first mails the Class Notice, a written statement objecting to the Settlement and setting forth the
14 grounds for the objection. The written statement of objection must indicate whether the Class
15 Member intends to appear and object to the Settlement at the Final Approval Hearing. The Court
16 retains final authority with respect to the consideration and admissibility of any Class Member
17 objections. Counsel for the Parties shall file any response to the objections submitted by objecting
18 Class Members at least five (5) court days before the date of the Final Fairness and Approval
19 Hearing.

20 10. As of the date this Order is signed, all dates and deadlines associated with the Action
21 shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

22 11. In the event the Settlement does not become effective in accordance with the terms
23 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled or
24 fails to become effective for any reason, this Order shall be rendered null and void and shall be
25 vacated and the Parties shall revert to their respective positions as of before entering into the
26 Settlement Agreement.

27 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and
28 all dates provided for in the Settlement Agreement without further notice to Class Members and

1 retains jurisdiction to consider all further applications arising out of or connected with the proposed
2 Settlement.

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5 Dated: _____

Hon. Jeffrey B. Jones

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