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7

FILED
Superior Court of California
County of Alameda
08/05/2026

Clad Flake, Executive Officer / Clerk of the Court

By: P. Bir Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**

10
11 OSCAR BARAJAS, as an individual and
on behalf of all others similarly situated,

12
13 Plaintiff,

14 v.

15
16 CPC LOGISTICS SOLUTIONS, LLC, a
Missouri limited liability company; CPC
17 LOGISTICS INC., a Missouri corporation;
NEWCO DISTRIBUTORS, INC., a
18 California corporation; and DOES 1-100,
inclusive,

19
20 Defendants.
21

Case No.: 22CV011373

Assigned for All Purposes to:
Hon. Chad A. Stegeman
Dept. 17

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT**

Date: August 5, 2026
Time: 3:00 p.m.
Dept.: 17
Reservation Number: A-11373-003

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument on
3 the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Declaration of Sepideh Ardestani in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about November 13, 2025, is fully and
9 finally approved as fair, reasonable, and adequate, and in the best interests of the Class Members.
10 The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the
11 Settlement Agreement.

12 3 For purposes of settlement only, the Court certifies a class including all non-exempt
13 employees who are or previously were employed by any of the Released Parties (as defined and
14 including CPC Logistics Solutions, LLC and CPC Logistics Inc., collectively, "Defendants") and
15 performed work in California during the Class Period of November 19, 2017 to August 15, 2025,
16 excluding all such individuals who were employed in positions requiring a commercial driver's
17 license.

18 4. Notice was provided to Class Members as set forth in the Settlement Agreement,
19 which was approved by the Court on March 18, 2026, and the notice process has been completed in
20 conformity with the Court's Orders. The Court finds that said notice was the best notice practicable
21 under the circumstances. The Class Notice provided due and adequate notice of the proceedings and
22 matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements
23 of California Code of Civil Procedure section 1781(e), California Rule of Court 3.769, and due
24 process.

25 5. The Court finds that no Class Members have objected to the Settlement, and that no
26 Class Members validly opted out of the Settlement, and that the 100% participation rate in the
27 Settlement supports final approval.

28 6. The Court adjudges Plaintiff and every member of the Settlement Class to have fully

1 released and discharged the Released Parties from all causes of action and factual or legal theories
2 that are alleged in Amended Complaint, or reasonably could have been alleged based on the facts
3 and legal theories contained in the Amended Complaint, including all of the following claims for
4 relief: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to
5 provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to
6 provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay
7 sick pay; (e) failure to provide complete, accurate, and/or properly formatted wage statements; (f)
8 waiting time penalties; (g) failure to reimburse all reasonable and necessary business expenses
9 related to personal cell phone use and purchase of equipment, uniforms, and/or footwear; (h) failure
10 to provide personnel file upon demand; (i) unfair business practices that could have been premised
11 on the claims, causes of action, or legal theories of relief described above or on any of the claims,
12 causes of action, or legal theories of relief pleaded in the Amended Complaint; (j) any other claims
13 or penalties under the wage and hour laws pleaded in the Amended Complaint; and (k) all damages,
14 penalties, interest, and other amounts recoverable under said claims, causes of action, or legal
15 theories of relief in the Amended Complaint (collectively, the "Released Class Claims"). The period
16 of the Released Class Claims shall extend to the limits of the Class Period. The res judicata effect
17 of the Judgment will be the same as that of the Release. Defendants shall be entitled to a release of
18 the Released Class Claims which occurred during the Class Period only during such time that the
19 Settlement Class Member was classified as non-exempt employee, and expressly excluding all other
20 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
21 disability, social security, workers' compensation, claims while classified as exempt, and claims
22 outside of the Class Period.

23 7. The Court further adjudges the State of California, Plaintiff, and all PAGA
24 Aggrieved Employees to have released all claims for civil penalties under the Private Attorneys
25 General Act of 2004 ("PAGA") against the Released Parties with respect to the Amended Complaint
26 or Plaintiff's PAGA Notice and/or Amended PAGA Notice to the LWDA based on the factual
27 allegations therein, that arose during the time period June 31, 2021 to August 15, 2025 (the "PAGA
28 Period") including: all causes of action and factual or legal theories for civil penalties under the

1 PAGA against any of the Released Parties that are alleged in the Amended Complaint, and in
2 Plaintiff PAGA Notices to the Labor and Workforce Development Agency ("LWDA"), or (ii) that
3 could have been alleged based on the facts and legal theories contained in the Amended Complaint,
4 and in Plaintiff's PAGA Notice and/or Amended PAGA Notice to the LWDA (collectively, the
5 "Released PAGA Claims"). The period of the Released PAGA Claims shall extend to the limits of
6 the PAGA Period. The res judicata effect of the Judgment will be the same as that of the release of
7 Released PAGA Claims. Defendants shall be entitled to a release of Released PAGA Claims which
8 occurred during the PAGA Period only during such time that the PAGA Aggrieved Employee was
9 classified as non-exempt, and expressly excluding all other claims, including claims for vested
10 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
11 compensation, claims while classified as exempt, and claims outside of the PAGA Period. The
12 period of this release shall extend to the limits of the PAGA Period.

13 8. Under the Settlement Agreement, Defendants agree to pay the total Gross Settlement
14 Amount of \$305,160.00. The Settlement Administrator is ordered to distribute to the Participating
15 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
16 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
17 the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
18 No funds shall revert to Defendants.

19 9. The Court further orders that the Class Members be provided with notice of this
20 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
21 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

22 10. The Court approves an award of attorney's fees to Class Counsel in the amount of
23 \$101,720.00, and an award of costs and expenses in the amount of \$23,985.57. Such amounts shall
24 be paid as provided in the Settlement Agreement. The Parties will bear their own costs and
25 attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's award
26 for attorneys' fees and litigation costs.

1 11. The Court approves a service payment to plaintiff and Class Representative Oscar
2 Barajas in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
3 payment consistent with the terms of the Settlement Agreement.

4 12. The Court further adjudges Plaintiff to have released, in addition to the Released
5 Class Claims and Released PAGA Claims described above, all claims, whether known or unknown,
6 under federal law or state law against any of the Released Parties. Plaintiff understands that this
7 release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits
8 afforded by Section 1542 of the California Civil Code, which provides: "A general release does not
9 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
10 favor at the time of executing the release and that, if known by him or her, would have materially
11 affected his or her settlement with the debtor or released party."

12 13. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.
13 shall be paid from the Gross Settlement Amount ("GSA") for its services in administering the
14 Settlement. As set forth in the Declaration of Fatima Montanez, the Settlement Administrator is
15 owed \$9,268.00 for services rendered and to be rendered in administering the settlement. The Court
16 therefore orders that Simpluris be paid the amount of \$9,268.00 from the GSA consistent with the
17 terms of the Settlement Agreement.

18 14. The Court approves PAGA penalties in the amount of \$30,000.00, to be paid from
19 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
20 underlying PAGA. \$22,500.00 of this amount will be paid to the LWDA as the state's share of the
21 civil penalties, and the remainder of \$7,500.00 will be distributed to the Aggrieved Employees
22 consistent with the terms of the Settlement Agreement and PAGA.

23 15. The Court sets a non-appearance Settlement Compliance Hearing for ^{August 6, 2027} ~~August 4, 2027~~,
24 at 3:00 pm in Department 17 of the Alameda County Superior Court. Plaintiff is ordered to file a
25 compliance report at least ten (10) court days before the Compliance Hearing.

26 16. Under California Rule of Court 3.769(h), without affecting the finality of this Order
27 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
28 of the Settlement Agreement pursuant to further orders of this Court until the final judgment

1 contemplated becomes effective and each and every act agreed to be performed by the parties has
2 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
3 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
4 construction, and interpretation of the Settlement Agreement.

5 17. Neither this Order and Judgment nor the Settlement Agreement upon which it is
6 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
7 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
8 of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute
9 any opinion, position or determination of this Court as to the merits of the claims or defenses of any
10 party.

11 18. Judgment is hereby entered as follows: Plaintiff Oscar Barajas and the Participating
12 Class Members, consisting of all non-exempt employees who are or previously were employed by
13 any of the Released Parties (as defined in the Settlement Agreement) and performed work in
14 California during the Class Period of November 19, 2017 to August 15, 2025, excluding all such
15 individuals who were employed in positions requiring a commercial driver's license, who have not
16 otherwise opted out, shall take nothing from Defendants, except as set forth in the Settlement
17 Agreement. Neither Defendant nor any of the Released Parties shall have any further liability for
18 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
19 provided for by the Settlement Agreement.

20 19. This document shall constitute a final judgment pursuant to California Rule of Court
21 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
22 hearing, the court must make and enter judgment. The judgment must include a provision for the
23 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
24 may not enter an order dismissing the action at the same time as, or after, entry of judgment."

25 /////

26 /////

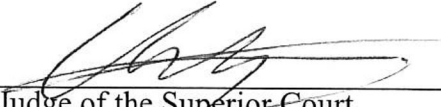
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1 20. The Court shall retain jurisdiction over the parties to interpret, implement and
2 enforce this Judgment.

3 **IT IS SO ORDERED AND ADJUDGED.**

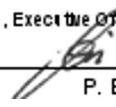
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5
6 Dated:

8/5/26



Judge of the Superior Court

Chad Stegeman

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 08/05/2026 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy P. Bir
PLAINTIFF/PETITIONER: Oscar Barajas		
DEFENDANT/RESPONDENT: CPC LOGISTICS SOLUTIONS, LLC, a Missouri limited liability company et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV011373

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Motion for Final Approval of Class Action Settlement and Request for Atty Fee and Cost and Judgment. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 08/05/2026

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Bir, Deputy Clerk