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11 Attorneys for Plaintiff

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF RIVERSIDE**
15

16 DONALD MATHEWS, an individual, on
17 behalf of himself and on behalf of all persons
18 similarly situated,

19 Plaintiffs,

20 vs.

21 HANSEN & ADKINS AUTO
22 TRANSPORT, INC., a California
23 Corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

CASE No. **CVRI2203075**
[Consolidated with CVRI2203224]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: April 2, 2024
Hearing Time: 8:30 a.m.
[Hearing scheduled by Order dated
November 21, 2023]

Judge: Hon. Harold W. Hopp
Dept: 1

Action Filed: July 21, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on April 18, 202, the Court entered the Final
3 Approval Order and Judgment in the above entitled action. A true and correct copy of the Final
4 Approval Order and Judgment is attached hereto as Exhibit #1. The Final Approval Order and
5 Judgment is also served on the LWDA pursuant to the Proof of Service below.

6 Respectfully submitted,

7
8 Dated: April 23, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: /s/ Kyle Nordrehaug
Norman B. Blumenthal, Esq.
Kyle R. Nordrehaug, Esq.

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12 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On April 23, 2024, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail addresses:

FISHER & PHILLIPS LLP

Todd B. Scherwin

Shaun J. Voigt

Areen Babajanian

444 South Flower Street, Suite 1500

Los Angeles, California 90071

T: (213) 330-4500; F: (213) 330-4501

Email: tscherwin@fisherphillips.com

svoigt@fisherphillips.com

ababajanian@fisherphillips.com

nlarios@fisherphillips.com

kpgonzalez@fisherphillips.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 23, 2024, at La Jolla, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

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11 Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 19 2024

E. Escobedo

SM2

APR 23 2024

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF RIVERSIDE

14
15 DONALD MATHEWS, an individual, on
16 behalf of himself and on behalf of all persons
17 similarly situated,

18 Plaintiffs,

19 v.

20 HANSEN & ADKINS AUTO TRANSPORT,
21 INC., a California Corporation; and DOES 1
22 through 50, inclusive,

23 Defendants.

CASE NO.: CVRI2203075
[Consolidated with CVRI2203224]

**[AMENDED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: April 9, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed:
Trial Date: Not set

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FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Donald Mathews ("Plaintiff") for an order finally approving the
2 First Amended Class Action and PAGA Settlement Agreement ("Agreement") with Defendant
3 Hansen & Adkins Auto Transport, Inc. ("Defendant"), attorneys' fees and costs, service payment,
4 and the fees and expenses of the Administrator duly came on for hearing on April 9, 2024 before
5 the Honorable Harold Hopp. The First Amended Class Action and PAGA Settlement Agreement
6 is attached as Exhibit #2 to the Declaration of Norman Blumenthal filed on March 11, 2024.

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8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of Riverside, and over all Parties to this litigation,
15 including the Class.
- 16 3. Based on a review of the papers submitted by Plaintiff and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of \$575,000 and the terms set
18 forth in the Agreement are fair, reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm's length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court's conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On November 21, 2023, the Court granted preliminary approval of the Settlement.
27 At this same time, the Court approved conditional certification of the Class for settlement
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1 purposes only.

2 **Notice to the Class**

3 6. In compliance with the Preliminary Approval Order, the Court-approved Class
4 Notice was mailed by first class mail to members of the Class at their last known addresses on or
5 about December 15, 2023. Mailing of the Class Notice to their last known addresses was the best
6 notice practicable under the circumstances and was reasonably calculated to communicate actual
7 notice of the litigation and the proposed settlement to the Class. The Class Notice fully and
8 accurately informed the Class Members of all material elements of the proposed Settlement and of
9 their opportunity to object to or comment thereon or to seek exclusion from the Class; was valid,
10 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
11 California, the United States Constitution, due process and other applicable law. The Class Notice
12 fairly and adequately described the Settlement and provided adequate instructions and a variety of
13 means to obtain additional information.

14 7. The deadline for opting out of the Class or submitting written objections to the
15 Settlement was February 13, 2024 ("Response Deadline"), which Response Deadline was
16 extended by 14 days in the event of a re-mailing. There was an adequate interval between notice
17 and the deadline to permit Class Members to choose what to do and act on their decision. A full
18 opportunity has been afforded to the Class Members to participate in this hearing, and all Class
19 Members and other persons wishing to be heard have been heard. Class Members also have had a
20 full and fair opportunity to exclude themselves from the Class. Accordingly, the Court determines
21 that all Class Members who did not timely and properly submit a request for exclusion are bound
22 by the Settlement and this Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
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1 of wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 317 Class Members will be mailed a
10 settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of the
14 Released Class Claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$191,666 for attorneys' fees, representing one-third (1/3) of the Gross
20 Settlement Amount, and \$20,000 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the reduced amount of \$10,000 to the Plaintiff is reasonable in
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1 light of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for the execution of a general
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs to Class
7 Counsel, transmit the Class Representative Service Payment to the Plaintiff, distribute the LWDA
8 PAGA Payment, issue any required tax reporting forms, calculate withholdings and perform the
9 other remaining duties set forth in the Agreement. The Administrator has documented \$9,495 in
10 fees and expenses, and this amount is reasonable in light of the work performed by the
11 Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties payment out of the Gross
14 Settlement Amount of \$15,000, which shall be allocated \$11,250 to the LWDA as the LWDA's
15 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$3,750 to be
16 distributed to the Aggrieved Employees based on their respective PAGA Pay Periods worked
17 during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable. All
18 Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the
19 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
20 Settlement. The LWDA was provided notice of the Agreement and these settlement terms and has
21 indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

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23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The certification of the Class for the purposes of settlement is confirmed. The
27 Class is defined as follows:
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1 All individuals who are or previously worked for Defendant in California who were
2 classified as non-exempt at any time during the Class Period (July 21, 2018 through
3 September 8, 2023).

4 16. All persons who meet the foregoing definition are members of the Class, except for
5 those individuals who filed a valid request for exclusion ("opt out") from the Class. There were no
6 individuals who requested exclusion.

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
9 the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the
10 Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective
11 Date as provided by the Agreement.

12 18. The envelopes containing the settlement distributions to Class Member shall bear
13 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The
14 settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement
15 Administrator shall mail a reminder postcard to any Class Member whose check has not been
16 negotiated within 60 days after the date of mailing. If (i) any of the class members are current
17 employees of the defendant, (ii) the distribution mailed to those employees is returned to the
18 administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing
19 address, the Administrator shall arrange with the Defendant to have those distributions delivered
20 to the employees at their place of employment. The settlement distribution shall include
21 notification of the entry of judgment in the envelope which shall read as follows: "Please be
22 advised that on _____, 2024, the Court entered judgment in this action, *Mathews v.*
23 *Hansen & Adkins Auto Transport, Inc.*, Case No. CVRI2203075, and a copy of the Judgment can
24 be found by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for
25 *Mathews v. Hansen & Adkins Auto Transport, Inc.*

26 19. Class Counsel are awarded attorneys' fees in the amount of \$191,666 and costs in
27 the amount of \$20,000. Class Counsel shall not seek or obtain any other compensation or
28 reimbursement from Defendant, Plaintiff or members of the Class.

1 20. The payment of the Class Representative Service Payment in the reduced amount
2 of \$10,000 to the Plaintiff is approved.

3 21. The payment of \$9,495 to the Administrator for their fees and expenses is
4 approved.

5 22. The PAGA Penalties payment of \$15,000 is approved and shall be allocated in
6 accordance with the Agreement.

7 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
8 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
9 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
10 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
11 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
12 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
13 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
14 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
15 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
16 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
17 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
18 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
19 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or
20 Released PAGA Claims.

21 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
23 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
24 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
25 to individual Class Members.

26 25. If the Agreement does not become final and effective in accordance with the terms
27 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
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1 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
2 revert to their respective positions as of before entering into the Agreement, and expressly reserve
3 their respective rights regarding the prosecution and defense of this Action, including all available
4 defenses and affirmative defenses, and arguments that any claim in the Action could not be
5 certified as a class action and/or managed as a representative action.

6
7 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

8 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
9 Plaintiff, Class Members, and Aggrieved Employees, shall take nothing in the Action.

10 27. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
11 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
12 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
13 arising from or in connection with the distribution of settlement benefits.

14 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
15 provided in the Agreement and in this Final Approval Order and Judgment.

16 29. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, all Participating Class Members, on behalf of themselves and their respective former
19 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
20 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
21 class claims pled or could have been pled under state, federal or local law, whether statutory,
22 common law or administrative law, based on the factual allegations contained in the Operative
23 Complaint, including claims under the Business & Professions Code section 17200 et seq; the
24 applicable Industrial Welfare Commission Wage Orders; claims for minimum wage violations;
25 failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period
26 violations; failure to keep proper records; itemized wage statement violations; failure to pay sick
27 wages; waiting time penalties; unfair competition; and, claims for violations of Labor Code
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1 sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802,
2 1194, 1197, 1197.1, 1198, which occurred during the Class Period. Except as expressly set forth in
3 this Agreement, Participating Class Members do not release any other claims, including claims for
4 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers' compensation, or claims based on
6 facts occurring outside the Class Period.

7 30. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, the Plaintiff, the LWDA and the State of California are deemed to release, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
12 The "Released PAGA Claims" are all PAGA claims pled or could have been pled based on the
13 factual allegations contained in the Operative Complaint and PAGA letters sent by Plaintiff that
14 occurred during the PAGA Period as to the Aggrieved Employees, including PAGA claims
15 predicated on the following: violations of the applicable Industrial Welfare Commission Wage
16 Orders; minimum wage violations; violations for failure to pay overtime wages; violations for
17 unreimbursed expenses; rest period violations; meal period violations; violations for failure to
18 keep proper records; itemized wage statement violations; violations for failure to pay sick wages;
19 and violations for failure to pay waiting time penalties; and thereby violations of Labor Code
20 sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802,
21 1194, 1197, 1197.1, 1198. The Released PAGA Claims do not include other PAGA claims,
22 underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment
23 insurance, disability and worker's compensation, and claims outside of the PAGA Period. The
24 release of the Released PAGA Claims will be given the full preclusive effect allowed by
25 California law in accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). In particular,
26 and in line with the understanding of *Arias*, because any Aggrieved Employee's action under
27 PAGA functions as a substitute for an action by the government itself, a judgment is binding not
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1 only on the Plaintiff but also on government agencies and *any other Aggrieved Employee not a*
2 *party to the proceeding*. Thus, nonparty employees *cannot* sue to recover additional *civil*
3 *penalties* for the same Labor Code violations released (but may sue for damages or other remedies
4 for the same violations).

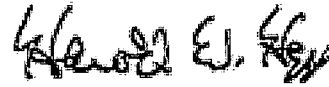
5 31. As used herein, the "Released Parties" are: Defendant and Defendant's officers,
6 directors, employees, and managing agents.

7 32. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
11 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
12 forth fully in the Agreement ("Plaintiff's Release").

13 33. The Court sets a compliance hearing for December 17, 2024 at 8:30 a.m. in
14 Department 1, with a compliance declaration to be filed no later than two weeks before this
15 hearing.

16 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

17 04/18/2024
18 Dated: _____



19 _____
20 HON. HAROLD W. HOPP
21 JUDGE, SUPERIOR COURT OF CALIFORNIA
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