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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF RIVERSIDE
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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.
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CASE NO.: CVRI2203075
[Consolidated with CVRI2203224]

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

Hearing Date: April 2, 2024
Hearing Time: 8:30 a.m.

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

Action Filed:
Trial Date: Not set

1 The motion of Plaintiff Donald Mathews (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Hansen & Adkins
3 Auto Transport, Inc. (“Defendant”), attorneys’ fees and costs, service payment, and the fees and
4 expenses of the Administrator duly came on for hearing on April 2, 2024 before the Honorable
5 Harold Hopp.

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7 **I.**

8 **FINDINGS**

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

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

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness Of Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 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 amount of \$12,500 to the Plaintiff is reasonable in light of
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1 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:

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
September 8, 2023).

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

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

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

14 19. The payment of the Class Representative Service Payment in the amount of
15 \$12,500 to the Plaintiff is approved.

16 20. The payment of \$9,495 to the Administrator for their fees and expenses is
17 approved.

18 21. The PAGA Penalties payment of \$15,000 is approved and shall be allocated in
19 accordance with the Agreement.

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

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

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

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20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

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

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

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

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

19 30. As used herein, the "Released Parties" are: Defendant and Defendant's officers,
20 directors, employees, and managing agents.

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

1 32. The Court sets a complaint hearing for December 17, 2024 in Department 1, with a
2 compliance declaration to be filed no later than two weeks before this hearing.

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

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5 Dated: _____

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8 HON. HAROLD W. HOPP
9 JUDGE, SUPERIOR COURT OF CALIFORNIA
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