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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
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11 SALVADOR RAMOS, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 WHITE LINE SYSTEMS, LLC, a Texas
17 Limited Liability Company, DRIVEN 2
18 DRIVE LEASING, LLC, a Texas Limited
19 Liability Company, and DOES 1 through 20,
20 inclusive;

21 Defendants.

Case No.: CIVSB2216314
*[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Complaint Filed: July 27, 2022

21 Plaintiff Salvador Ramos' Motion for Final Approval of the Settlement (the "Final
22 Approval Motion") as set forth in the Class and Representative Action Settlement Agreement
23 and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court.
24 The Final Approval Motion was unopposed by Defendants White Line Systems, LLC, and
25 Driven 2 Drive Leasing, LLC. Having considered the Final Approval Motion, the Settlement
26 Agreement, the Declarations, and all other materials properly before the Court and having
27 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that
28 the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement

1 is approved. Due and adequate notice having been given to the Class, and the Court having
2 considered the Settlement Agreement, all papers filed and proceedings had herein and all oral
3 and written comments received regarding the proposed settlement, and having reviewed the
4 record in this Action, and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
7 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter over this Action, Class
9 Representative Salvador Ramos, the Class Members and Defendants.

10 3. For purposes of effectuating this Order and Judgment, this Court has certified the
11 following class: “all current and former truck drivers who were employed by Defendants in
12 California at any time during the Class Period of July 27, 2018, through March 4, 2023.” The
13 Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

14 4. As set forth in the Settlement Agreement, PAGA Members includes: “all current
15 and former truck drivers who were employed by Defendants in California at any time during the
16 PAGA Period of June 23, 2021, through March 4, 2023.”

17 5. The Court finds that the distribution of the Class Notice, as provided for in the
18 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
19 under the circumstances to all Class Members and fully met the requirements of California law
20 and due process under the California and United States Constitution. Based on evidence and
21 other material submitted, the actual notice to the class was adequate.

22 6. The Court finds that the instant Action presented a good faith dispute of the
23 claims alleged, and the Court finds in favor of settlement approval.

24 7. The Released Class Claims on behalf of the Participating Class Members include:

25 All claims and/or causes of action as well as the predicate claims based on
26 the facts alleged in the Action, or that reasonably could have been alleged
27 based upon the factual allegations in the original and amended Complaints
28 and the PAGA Notice Letters, including all of the following: (a) all class
claims alleging violations of California Labor Code sections 200, 201,
202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 256, 558,
1194, 1197, 1197.1 and 2802; (b) any and all claims for failure to pay

1 minimum and regular wages; (c) any and all claims for failure to pay for
2 nonproductive time under Labor Code § 226.2; (d) any and all claims for
3 failure to reimburse for business expenses; (e) any and all claims for
4 failure to timely pay final wages; (f) any and all claims for improper or
5 inaccurate itemized wage statements, including any alleged violations of
6 Labor Code Section 226(a)(1)-(9) based on the facts alleged in the Action,
7 and including claims for injuries suffered therefrom; (g) any and all claims
8 for unreimbursed business expenses, including, but not limited to,
9 expenses incurred for personal cell phone usage; (h) any and all claims
10 under the Business and Professions Code (including Section 17200 *et seq.*)
11 premised on the facts, claims and causes of action alleged in the Action,
12 and (i) all other claims or penalties under the wage and hour laws pleaded
13 in the Action; and all damages, penalties, interest and other amounts
14 recoverable under all claims under California and federal law, to the extent
15 permissible, including but not limited to the California Labor Code as to
16 the facts alleged in the Action, and the applicable Wage Orders as to the
17 facts alleged in the Action. The period of the Release shall extend to the
18 limits of the Class Period.

13 8. The Released PAGA Claims on behalf of the State of California and each and
14 every PAGA Member include:

15 All claims and causes of action for PAGA civil penalties against the
16 Released Parties that were alleged or that could have been alleged based
17 on the facts asserted in the Action as well as in the PAGA Notice Letters
18 for violations of Labor Code sections 200, 201, 202, 203, 204, 208, 210,
19 218.6, 221-223, 226, 226.2, 226.3, 256, 512, 558, 1174, 1194, 1194.2,
20 1197, 1197.1, 1198, 1199, 2802 and 2699 *et seq.*, and sections of the
21 applicable wage order, as well as any claims for attorneys' fees, litigation
22 costs, and interest allocated to those claims. The Released PAGA Claims
23 include: (a) any and all claims for civil penalties for failure to pay
24 minimum and regular wages; (b) any and all claims for civil penalties for
25 failure to pay for nonproductive time under Labor Code § 226.2; (c) any
26 and all claims for civil penalties for failure to reimburse for business
27 expenses; (d) any and all claims for civil penalties for failure to timely pay
28 final wages; (e) any and all claims civil penalties for improper or
inaccurate itemized wage statements, including any alleged violations of
Labor Code Section 226(a)(1)-(9) based on the facts and legal theories
contained in the PAGA Notice Letters; (f) any and all claims civil
penalties for unreimbursed business expenses, including, but not limited
to, expenses incurred for personal cell phone usage; and (f) all other
claims for civil penalties recoverable under the Private Attorneys General
Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the
Complaint. Under *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th
476 (2020), the Released PAGA Claims apply to all PAGA Members,
regardless of whether they request exclusion from the class. The Released

1 PAGA Claims do not release any PAGA Members' claims for wages or
2 statutory penalties.

3 9. There were no Objections to the Settlement, and no Requests for Exclusion.
4 Thus, all Class Members are Participating Class Members, who are entitled to an Individual
5 Class Payment pursuant to the Settlement and this Judgment. Likewise, all PAGA Members are
6 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Payment.

7 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
8 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
9 Parties are directed to perform in accordance with the terms set forth in the Settlement
10 Agreement.

11 11. The Parties are to bear their own costs, except as otherwise provided in the
12 Settlement Agreement.

13 12. With respect to the Class and for purposes of approving this Settlement, this
14 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous
15 that joinder of all members is impracticable; (b) there are questions of law or fact common to
16 the Class Members, and there is a well-defined community of interest among the Class
17 Members with respect to the subject matter of the Action; (c) the claims of the Class
18 Representative is typical of the claims of the Class Members; (d) the Class Representative has
19 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
20 to other available methods for an efficient adjudication of this controversy; and (f) the counsel
21 of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
22 the Plaintiff in his individual and representative capacity and for the Class.

23 13. By this Judgment, the Class Representative shall release, relinquish, and
24 discharge, and each of the Participating Class Members shall be deemed to have, and by
25 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
26 discharged all Released Class Claims, as defined in the Settlement Agreement.

27 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
28 act performed or document executed pursuant to or in furtherance of the Settlement Agreement

1 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
2 Participating Class Members as an admission of, or evidence of, the validity of any of the
3 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
4 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
5 Representative or Participating Class Members as an admission of, or evidence of, any fault or
6 omission of Defendants or any of the other Released Parties in any civil, criminal, or
7 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
8 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
9 this Action in any other action that may be brought against it or them in order to support a
10 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
11 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
12 or similar defense or counterclaim.

13 15. The Settlement Amount to be paid under the Settlement Agreement is \$825,000.
14 From this amount, Class Counsel sought attorney's fees of \$275,000.00 and litigation expenses
15 of \$12,235.37, a Service Award to Class Representative Salvador Ramos of \$7,500, an
16 Administrator Expenses of \$8,350 to ILYM Group (the "Settlement Administrator"), and
17 \$37,500 to the LWDA for the LWDA PAGA Payment and \$12,500 as the Individual PAGA
18 Payment to the PAGA Members. Defendants do not oppose these requests. In addition, and
19 concurrently with paying the Settlement Amount, Defendants shall separately pay all employer
20 payroll taxes owed on the wage portion of the Individual Class Payments, which shall be
21 reported through the Settlement Administrator. The Court finds that the Settlement Amount is
22 fair, reasonable and adequate, and awards the payments set forth below from the Settlement
23 Amount:

- 24 A) \$275,000.00 to Class Counsel for attorney's fees;
25 B) \$12,235.37 to Class Counsel for litigation expenses;
26 C) \$7,500 to Class Representative Salvador Ramos as a Service Award;
27 D) \$8,350 to the Settlement Administrator, ILYM Group;
28 E) \$37,500 to the LWDA;

1 F) \$12,500 to the PAGA Members on a pro rata basis;

2 After deducting the foregoing payments from the Settlement Amount, the remainder shall
3 form the Net Settlement Amount payable to the Participating Class Members as set forth in the
4 Settlement Agreement and as calculated by the Settlement Administrator.

5 16. The Settlement Administrator is directed to calculate the Participating Class
6 Member's Individual Class Payments and the PAGA Members' pro rata Individual PAGA
7 Payments and issue all payments within in accordance with the Settlement Agreement and this
8 Order/Judgment.

9 17. Concurrently with mailing the settlement checks to the Participating Class
10 Members and PAGA Members, the Settlement Administrator shall include a Notice of Entry of
11 Judgment to all Class Members either on a postcard or as a detachable portion of the check for
12 the Participating Class Members, noting the following: "Please be advised that on [*insert date*],
13 2024, the Superior Court of California for the County of San Bernardino entered Judgment in the
14 case entitled *Ramos v. White Line Systems, Inc.*, pending in Superior Court of the State of
15 California, County of San Bernardino, Case No. CIVSB2216314, on behalf of all current and
16 former truck drivers who were employed by Defendants in California at any time during the
17 Class Period of July 27, 2018, through March 4, 2023."

18 18. The Class Members shall have 180 days to negotiate the settlement check from
19 the date of issuance by the Settlement Administrator. In the event that a Participating Class
20 Member or PAGA Member does not negotiate a check within this time period, the check will be
21 canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result
22 of a failure to timely cash a settlement check shall be issued to the State Controller's Office for
23 the State of California in the name of the person.

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1 19. The following dates shall govern for purposes of this implementing this
2 Order/Judgment:

3 65 days after the Final Approval Order is 4 entered 5 (approximately October 28, 2024)	The Effective Date occurs.
6 September 10, 2024	<u>Payment #1</u> : Defendants shall fund 75% the 7 Settlement Amount to the Settlement 8 Administrator.
9 10 days after the Effective Date or 10 December 10, 2024, whichever is later	<u>Payment #2</u> : Defendants shall fund the final 11 25% of the Settlement Amount to the 12 Settlement Administrator, plus Defendants' 13 share of employer-side taxes, as calculated by 14 the Settlement Administrator.
15 Within 10 days after receipt of the Total 16 Settlement Amount	Settlement Administrator to issue all 17 Individual Class Payments to the Participating 18 Class Members, Individual PAGA Payments 19 to the PAGA Members, payment to Class 20 Counsel for attorney's fees and costs, the 21 Service Payment to the Class Representative, 22 the payment to the LWDA for the LWDA 23 PAGA Payment, and pay itself the 24 Administrator expenses.
25 180 days after payment is issued 26 (approximately June 18, 2025)	Deadline for Participating Class Members and 27 PAGA Members to cash checks.
28 July 18, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: _____, 2025 Time: 8:30 a.m.	Hearing re: status of disbursements.

1 20. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendants for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

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8 Dated: _____

Hon. Jessica Morgan