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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

VICTOR PALMA, VICTOR VILLASENOR,
AND LUIS MALDONADO, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

TEAM ALLIANCE LOGISTICS INC., a
California corporation; MTK
TRANSPORTATION INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 22STCV40081

Complaint Filed: 12/22/2022

CLASS ACTION

[PROPOSED] FINAL ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

Judge: Honorable Stuart M. Rice
Hearing Date: November 20, 2024
Time: 10:30 a.m.

On November 20, 2024, the Court held a hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement and Attorneys' Fees and Costs.

The Court has reviewed the Class Notice and related forms and the notice procedures that the parties implemented in accordance with the Court's Order on Plaintiffs' motion for preliminary approval of the class action settlement. The Court finds that Class Members have duly been given notice of the Settlement, to participate in the settlement by doing nothing, exclude themselves from the Settlement, and comment on or object to the Settlement or any of its terms. Having read and considered the Settlement, the papers filed in support of Plaintiffs' unopposed motion, the Court

GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

1. All terms used in this Order Granting Final Approval of Class Action Settlement and Attorney's Fees and Costs (the "Order") shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement (the "Settlement" or "Agreement").

2. The Court is satisfied that Phoenix Settlement Administrators which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 64 Class Members of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures. There are no Class Members who request for exclusion. No Class Member filed written objection to the Settlement as part of this notice process, and no Class Members filed a written statement of intention to appear at the Final Approval Hearing.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Agreement and as follows:

a. all individuals who worked as drivers or in any similar capacity for Defendants from December 22, 2018 through July 29, 2024 (collectively, the "Settlement Class" or "Class Member").

4. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement.

5. The Court appoints Plaintiffs Victor Palma, Victor Villasenor and Lluís Maldonado as Class Representatives.

6. The court appoints James M. Treglio of Potter Handy LLP as adequate class counsel.

7. The allocation of the Gross Settlement Amount ("GSA") is as follows:

Monetary Component of Settlement	\$300,000.00
Attorneys' Fees (1/3 of the TSV)	(\$99,999.00)
Litigation Costs	(\$10,000.00)
Claims Administration Costs	(\$7,909.00)
Service Awards to Class Representatives	(\$15,000.00)
PAGA payment to the LWDA	(\$17,437.50)
PAGA payment to PAGA Members	(\$5,812.50)
Net Payments to Class Members	\$143,842.00

8. The terms of the Agreement, including the Gross settlement amount of \$300,000.00 and the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Agreement. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement. Defendants shall pay out the Gross Settlement Amount as follows:

1.	Deadline for Defendant to deposit \$300,000.00 with Settlement Administrator	Within 60 days after the Final Effective Date
2.	Deadline for Settlement Administrator to distribute Settlement Awards, Enhancement Award, and Class Counsel's Fees and Expenses (if Settlement is Effective)	Within 15 days from receipt of the Final Payment

9. The \$7,909.00 designated for payment to Simpluris, the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

10. The \$99,999.00 amount requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.

11. The \$10,000.00 amount requested by Plaintiffs and Class Counsel for the Class

1 Counsel's reimbursement of expenses is fair and reasonable. The Court grants final approval of,
2 and orders the Class Counsel Litigation Expenses Payment to be made in accordance with the
3 Agreement.

4 12. The \$5,000.00 requested by Plaintiffs each for the Class Representative Payment is
5 fair and reasonable. The Court grants final approval of, and orders the Class Representative
6 Payment to be made in accordance with the Agreement.

7 13. The Court approves of the \$23,250.00 allocation assigned for claims under the
8 Private Attorney General Act (PAGA), and orders 75% thereof (i.e., \$17,437.50) to be paid to the
9 California Labor and Workforce Development Agency (LWDA) in accordance with the terms of
10 the Settlement Agreement.

11 14. Nothing in the Settlement or this Order purports to extinguish or waive Defendants'
12 rights to continue to oppose the merits of the claims in this Action or class treatment of these
13 claims in this case if the Settlement fails to become Final or effective, or in any other case without
14 limitation. The Settlement is not an admission by Defendants, nor is this Order or the subsequent
15 Judgment that Plaintiffs have asked the Court to enter based on this Order a finding of the validity
16 of any allegations against Defendants in the Court proceeding or any wrongdoing by Defendants.
17 Neither the Settlement nor this Order or the subsequent Court Judgment is a finding that
18 certification of the Class is proper for any purpose or proceeding other than for settlement
19 purposes.

20 15. All Class Members shall be bound by the Settlement and this Order, including the
21 release of claims in favor of Defendants and the other Released Parties as set forth in the
22 Agreement, and are permanently barred from prosecuting against Defendants and the other
23 Released Parties any and all of Class Members' Released Claims as defined in the Agreement.

24 16. Class Representatives Victor Palma, Victor Villasenor and Luis Maldonado are
25 bound to the general release of claims against Defendants and the other Released Parties as set
26 forth in the Agreement, and is permanently barred from prosecuting against Defendants and the
27 other Released Parties any and all of Plaintiffs' Released Claims as defined in the Agreement.

28 17. The Parties shall bear their own respective attorneys' fees and costs except as

otherwise provided in the Settlement Agreement.

18. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

19. The Court hereby sets a hearing date of _____ at ____pm/am for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED.

DATED: _____

Hon. Stuart M. Rice
Judge of Los Angeles County Superior Court