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Attorneys for Plaintiff DAVID R. SIERRA
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

DAVID R. SIERRA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

NATIONAL RETAIL TRANSPORTATION, INC.,
a Pennsylvania Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. CIVSB2222831
Related to Case No.: CIVSB2227785

ASSIGNED FOR ALL PURPOSES TO:
Honorable Joseph T. Ortiz

**PROPOSED ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS
AND ENTERING JUDGEMENT**

Date: May 12, 2025
Time: 1:30 p.m.
Dept.: S17

1 This matter came on for hearing on May 12, 2025 at 1:30 p.m. in Department S17 of the
2 above-captioned Court on Plaintiffs' Motion for Final Approval of Class Action and PAGA
3 Settlement, Attorneys' Fees and Costs, Plaintiffs' Class Representative Enhancement Awards,
4 Administration Costs, PAGA payment and Judgment.

5 Having received and considered the Motion and supporting papers, including the
6 Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims ("Settlement"
7 or "Agreement"), and the evidence and argument received by the Court in conjunction with the
8 Unopposed Motion for Preliminary Approval of the Settlement, and the instant Plaintiffs'
9 Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Plaintiff's Class Representative
10 Enhancement Awards, Administration Costs, and Entering of Final Judgment, the Court grants
11 FINAL APPROVAL of the Settlement and HEREBY ORDERS AND MAKES THE
12 FOLLOWING DETERMINATIONS:

13 1. Pursuant to the terms of the Settlement and the Order Granting Preliminary
14 Approval, and the Settlement, a notice was sent to each class member by first-class U.S. mail.
15 The notice informed the class of the terms of the Settlement, their right to receive a settlement
16 payment without any required action, their right to comment upon or object to the Settlement,
17 and their right to appear in person or by counsel at the Final Approval Hearing and to be heard
18 regarding approval of the Settlement. Adequate periods of time were provided for each of these
19 procedures.

20 2. In response to the Notice, no members objected and only two (2) members
21 requested exclusion. There are no outstanding disputes regarding the Settlement.

22 3. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the Class Members' response. The Court finds and
25 determines that the Notice provided in the Action was the best notice practicable, which satisfied
26 the requirements of law and due process.

27 4. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered

1 finally approved, and that all terms and provisions of the Settlement Agreement should be and
2 hereby are ordered to be consummated.

3 5. The Court confirms certification, for settlement purposes only, of the class as
4 defined in the Settlement and approved at the preliminary approval stage, and the Court deems this
5 definition sufficient for purposes of California Rule of Court 3.765(a).

6 6. The Court hereby approves the terms set forth in the Settlement Agreement and
7 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
8 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
9 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
10 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
11 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
12 Court also finds that Settlement will enable the Parties to avoid additional and potentially
13 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
14 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
15 recognizes the significant value accorded to the Class.

16 7. The Court hereby confirms James Hawkins, APLC and Blumenthal Nordrehaug
17 Bhowmik De Blouw as Class Counsel in this action.

18 8. The Court hereby confirms Plaintiffs David R. Sierra and Keith Haller as the Class
19 Representatives in this action.

20 9. The Court finds and determines that the individual settlement payments to Class
21 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
22 The Court hereby gives Final Approval to and Orders the payment of those amounts be made to
23 the participating members of the Class in accordance with the terms of the Settlement.

24 10. The Court finds and determines that the \$75,000.00 PAGA Penalties Payment for
25 alleged civil penalties in this case, of which the Labor and Workforce Development Agency
26 ("LWDA") shall receive 75%, or \$56,250.00, with the remaining \$18,750.00 of the PAGA
27 Payment payable directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court
28

1 hereby gives Final Approval to and Orders that the PAGA Payment be paid in accordance with the
2 Settlement.

3 11. The Court finds and determines the Plaintiffs' Enhancement Awards in the sum of
4 \$10,000.00 to each Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
5 make this payment to the Plaintiffs/Class Representatives in accordance with the terms of the
6 Settlement Agreement.

7 12. The Court finds and determines that the payment to be paid to the Settlement
8 Administrator, Apex Class Action, LLC in the sum of \$12,500.00 for its fees and expenses incurred
9 is fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
10 accordance with the terms of the Settlement Agreement.

11 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
12 submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees in the sum
13 of \$367,500.00 and litigation costs of \$16,859.44. The Court finds such amounts to be fair and
14 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
15 accordance with the terms of the Settlement Agreement.

16 14. Neither Defendant nor any related persons or entities shall have any further liability
17 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
18 as provided for by the Settlement Agreement.

19 15. The Court finds and determines that the releases contained in the Settlement
20 Agreement is appropriate and shall bind all Class Members who did not timely opt out of the
21 Settlement and all PAGA Members.

22 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
23 pursuant to the Settlement Agreement or pursuant to this Order.

24 17. The Court finds and determines that nothing in the Settlement Agreement, this
25 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
26 wrongdoing by Defendant or any Released Party or (2) may be offered or admitted in evidence
27 against Defendant or any Released Party (other than solely in connection with this Settlement).
28

18. The Court hereby enters Final Judgment in this case in accordance with the terms of the Settlement Agreement, Order granting Preliminary Approval of the Settlement, and this Order.

19. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby Plaintiffs/Class Representatives and all Class Members and PAGA Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiffs and each Participating Class Member, PAGA Member, and the California Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for the Class Settlement Period of January 5, 2019, through April 30, 2024. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

IT IS SO ORDERED.

Date: _____

By:

Hon. Joseph T. Ortiz

Judge of the Superior Court