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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 08 2026

BY

VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARK SUAREZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

MONZON & SON ENTERPRISES, INC., a
California Corporation; MONZON & SON
EQUIPMENT TRANSPORT INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2225078

*[Assigned to the Hon. Kevin Lee, Dept. S26,
for all purposes]*

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

Plaintiff Mark Suarez's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendants Monzon & Son Enterprises, Inc., Monzon & Son Equipment Transport, Inc., and Kelvin J. Monzon (collectively, "Defendants").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement

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

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

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

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

9 2. The Court has jurisdiction over the subject matter over this Action, Class
10 Representative Mark Suarez, the Class Members, and Defendants.

11 3. For purposes of effectuating this Order and Judgment, this Court has certified the
12 following class: “All current and former nonexempt, California resident truck drivers employed
13 by Defendants during the Class Period of November 4, 2018, through October 31, 2024.” The
14 Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

15 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
16 current and former nonexempt, California resident truck drivers employed by Defendants during
17 the PAGA Period of November 4, 2021, through October 31, 2024.”

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

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

25 7. The Released Class Claims on behalf of the Participating Class Members
26 included:

27 All claims, rights, demands, liabilities and causes of action that were
28 alleged in the Complaint, or that reasonably could have been alleged based
upon the facts stated in the Complaint, during the Class Period, including,
but not limited to: (1) failure to pay minimum wages, (2) failure to pay for

1 nonproductive time under Labor Code § 226.2, (3) failure to reimburse
2 business expenses, (4) failure to pay vested vacation, (5) failure to timely
3 pay final wages, (6) failure to provide accurate itemized wage statements,
4 (7) unfair and unlawful competition. The time period governing the
5 Released Class Claims shall be the Class Period.

6 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

7 All claims for PAGA penalties based on the Labor Code violations alleged in the
8 Complaint and the LWDA Notice Letter, or that reasonably could have been
9 based on the facts stated in the Complaint and in the LWDA Notice Letter,
10 including all PAGA claims for: (1) failure to pay minimum, overtime, and
11 doubletime wages, (2) failure to pay for nonproductive time under Labor Code §
12 226.2, (3) failure to provide meal periods, (4) failure to provide rest periods, (5)
13 failure to pay meal and rest period premiums at the regular rate of pay, (6) failure
14 to pay paid sick leave at the regular rate of pay, (7) failure to reimburse business
15 expenses, (8) failure to pay vested vacation or paid time off, (9) failure to timely
16 pay wages each period, (10) failure to timely pay wages upon separation of
17 employment, (11) failure to provide accurate itemized wage statements, (12)
18 failure to maintain accurate records, and (13) all other claims for civil penalties
19 recoverable under the PAGA based on the facts or claims alleged in the LWDA
20 Notice Letter and Complaint, as well as claims for attorneys' fees and costs
21 arising out of the claims above.. The time period governing the Released PAGA
22 Claims shall be any time during the PAGA Period.

23 9. There were no objections and one Request for Exclusion to the Settlement.

24 Except for this individual, all other Class Members are Participating Class Members, who are
25 entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise,
26 all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata
27 share of PAGA Penalties.

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

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

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

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

15 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
16 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
17 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
18 Participating Class Members as an admission of, or evidence of, the validity of any of the
19 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
20 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
21 Representative or Participating Class Members as an admission of, or evidence of, any fault or
22 omission of Defendants or any of the other Released Parties in any civil, criminal, or
23 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
24 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
25 this Action in any other action that may be brought against it or them in order to support a
26 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
27 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
28 or similar defense or counterclaim.

1 15. The Escalator Clause in the Settlement Agreement indicates if the actual number
2 of Weeks Worked by the Class Members during the Class Period exceeds 16,500, then
3 Defendants shall either increase the Settlement Amount by the additional Workweeks on a pro
4 rata basis, or move the end dates for the Class Period. The total Workweeks in the Class Data
5 was 18,037 Workweeks through the end of the Class Period. Therefore, the Escalator Clause was
6 triggered and the Settlement Amount is increased from \$300,000.00 to \$327,945.45.

7 16. The updated Settlement Amount to be paid under the Settlement Agreement is
8 \$327,945.45. From this amount, Class Counsel sought attorney's fees of one-third of the
9 updated Settlement Amount \$109,315.15 and litigation expenses of \$10,391.69, a Service Award
10 to Class Representative Mark Suarez of \$10,000, an Administrator Expenses of \$6,950.00 to
11 ILYM Group (the "Settlement Administrator"), and \$7,500 to the LWDA for PAGA penalties
12 and \$2,500 to the Aggrieved Employees for PAGA Penalties. Defendants do not oppose these
13 requests. In addition, and concurrently with paying the Settlement Amount, Defendants shall
14 separately pay all employer payroll taxes owed on the wage portion of the Individual Class
15 Payments, which shall be reported through the Settlement Administrator. The Court finds that
16 the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below
17 from the Settlement Amount:

- 18 A) \$109,315.15 to Class Counsel for attorneys' fees;
- 19 B) \$10,391.69 to Class Counsel for litigation expenses;
- 20 C) \$10,000 to Class Representative Mark Suarez as a Service Award;
- 21 D) \$6,950 to the Settlement Administrator, ILYM Group;
- 22 E) \$7,500 to the LWDA;
- 23 F) \$2,500 to the Aggrieved Employees on a pro rata basis;

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

27 17. The Settlement Administrator is directed to calculate the Participating Class
28 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA

1 Payments and issue all payments within in accordance with the Settlement Agreement and this
2 Order/Judgment.

3 18. Concurrently with mailing the settlement checks to the Participating Class
4 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
5 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
6 check for the Participating Class Members, noting the following: "Please be advised that on
7 [insert date], 2026, the Superior Court of California for the County of San Bernardino entered
8 Judgment in the case entitled *Suarez. v. Monzon & Son Enterprises, Inc., et al.*, Case No.
9 CIVSB2225078, on behalf of all current and former nonexempt, California resident truck drivers
10 employed by Defendants during the Class Period (which is November 4, 2018, through October
11 31, 2024)."

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

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

21 June 5, 2026	Final Approval Order is entered and the Effective Date occurs
22 23 24 25 26 July 5, 2026	<u>Payment #1 Due:</u> Defendants are ordered to fund one-half (50%) of the Settlement Amount (plus Defendants' share of payroll taxes owed on Individual Class Payments), which shall be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.

10 Days After Receipt of Payment #1	Administrator is directed to disburse Payment #1 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
December 2, 2026	<u>Payment #2 Due:</u> Defendants are ordered to fund the final one-half (50%) of the Settlement Amount (plus Defendants' share of payroll taxes owed on Individual Class Payments).
10 Days After Receipt of Payment #2	Administrator is directed to disburse Payment #2 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
May 31, 2027 (estimated)	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from Payment #2 after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
July 30, 2027	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
Date: August 16, 2027 Time: 8:30 a.m.	Final Disbursement Hearing

21. In the event that Defendants fail to timely make any payment outlined above within 10 business days of the due date, Class Counsel shall send a "Notice of default" to Defense Counsel. Defendants will then have 10 business days after issuance of the notice of default to cure and bring all payments up to the current required amount due. If Defendants fail to timely cure the late payment, any remaining payments shall be accelerated and due within

1 thirty (30) days from the Class Counsel's notice of the missed payment.

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

7 IT IS SO ORDERED.

8
9 Dated: JUN 08 2026



Hon. Kevin Lee