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

OCTAVIO AGUSTO ARIAS, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

THE SHYFT GROUP GTB, LLC AKA
SPARTAN MOTORS GTB, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22STCV37390
[Consolidated with Case No. 23STCV08099]

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. William
Highberger, Dept. 10]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: December 03, 2024
Time: 10:00 a.m.
Dept.: 10

Complaint filed: November 29, 2022
Trial date: Not set

1 On or around July 5, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Octavio Augusto Arias (“Plaintiff”) now seek an order granting
3 final approval of the Class Action and PAGA Settlement Agreement and Class Notice (the
4 “Settlement Agreement”). The Settlement Agreement is attached to the Declaration of Justin F.
5 Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit**
6 **1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant The Shyft Group GTB, LLC aka Spartan Motor Group
17 GTB, LLC (“Defendant”).

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final
22 Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 from all Released Claims as defined in the Settlement.

1 6. Upon the Administrator's receipt of the Gross Settlement Amount from Defendant,
2 Participating Class Members, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns shall be deemed to
4 have released the Released Parties of and from all claims that were alleged, or reasonably could
5 have been alleged, based on the Class Period facts stated in the Operative Complaint, Proposed
6 Class Action Complaint, PAGA Notice and ascertained in the course of the Arias Matters including
7 any and all claims involving any alleged failure to pay all minimum, straight time and overtime
8 wages, failure to provide meal and rest periods or compensation in lieu thereof, failure to produce
9 requested employment records, failure to furnish accurate itemized wage statements, failure to
10 timely pay all wages due upon separation of employment, failure to reimburse business expenses,
11 and any type of derivative UCL claims based on the foregoing, and parallel claims that may be
12 brought under the Fair Labor Standards Act based on the foregoing. Except as set forth in
13 Paragraphs 6.1 and 6.3 of this Agreement, Participating Class Members do not release any other
14 claims, including claims for vested benefits, wrongful termination, violation of the Fair
15 Employment and Housing Act, unemployment insurance, disability, social security, workers'
16 compensation, or claims based on facts occurring outside the Class Period.

17 7. Upon the Administrator's receipt of the Gross Settlement Amount from Defendant,
18 the LWDA and the Aggrieved Employees shall be deemed to have released the Released Parties
19 of and from all claims for any civil penalties recoverable under the California Labor Code,
20 including PAGA, that were alleged, or reasonably could have been alleged, based on the PAGA
21 Period fact stated in the Operative Complaint, PAGA Complaint and the PAGA Notice and
22 ascertained in the course of the Arias Matter, including without limitation PAGA claims predicated
23 on violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 1174.5,
24 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2699.

25 8. As of the Effective Date, all members of the Settlement Class, except those that made
26 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
27 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
28 Released Parties for any of the Released Claims arising during the Settlement Period. No Class

1 Member has excluded themselves from the Settlement and no Class Member has objected to the
2 Settlement.

3 9. The Parties shall bear their own respective attorneys' fees and costs, except as
4 otherwise provided for in the Settlement and approved by the Court.

5 10. Solely for purposes of effectuating the settlement, the Court finally certified the
6 following Class, all persons who worked for any Defendant in California as an hourly-paid or non-
7 exempt employee at any time during the relevant Class Period.

8 11. No Class Members have objected to the terms of the Settlement.

9 12. The Notice provided to the Class conforms with the requirements of California Rules
10 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
11 providing individual notice to all Class Members who could be identified through reasonable effort,
12 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
13 the Class Members. The Notice fully satisfies the requirements of due process.

14 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
15 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
16 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
17 Payments to the Participating Class Members in accordance with the terms of the Settlement.

18 14. Defendants shall pay a total of \$325,000.00 to resolve this litigation and to separately
19 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

20 15. From the Gross Settlement Amount, \$15,000.00 shall be paid to the California Labor
21 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
22 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
23 2004, California Labor Code section 2698, *et seq.*

24 16. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff for his service
25 as a class representative and \$5,000.00 shall be paid to Plaintiff for his agreement to release all claims
26 against Defendant.

27 17. From the Gross Settlement Amount, \$8,000.00 shall be paid to the Settlement
28 Administrator, Phoenix Class Action Administration Solutions.

1 18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Daniel J.
2 Kramer of Wilshire Law Firm, PLC as Class Counsel.

3 19. From the Gross Settlement Amount, Class Counsel is awarded \$106,666.67 for their
4 reasonable attorneys' fees and \$20,000.00 for their reasonable costs incurred in the Action. The fees
5 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
6 the fees are reasonable in light of the benefit provided to the Class.

7 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
8 Members by posting a copy of the Final Approval Order and the Judgment on Phoenix's website for
9 a period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
10 and Judgment.

11 21. Without affecting the finality of this Order in any way, this Court retains continuing
12 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
13 to all Parties to this action, and their counsel of record.

14 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
15 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

16 **IT IS SO ORDERED.**

17
18 DATE: 12/03/2024



Hon. William Highberger
Los Angeles County Superior Court

PROOF OF SERVICE

Arias v. The Shyft Group GTB, LLC, et al.
22STCV37390

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On November 8, 2024, I served the foregoing, **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Shareef Farag (SBN 251650)
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Attorney for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **November 8, 2024**, at Los Angeles, California.



Rebecca Padilla