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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**

11 SHAWN VASQUEZ, as an individual on
behalf of himself and on behalf of all others
12 similarly situated,

13 Plaintiff,
14 vs.

15 SUPER T TRANSPORT, INC., an Idaho
corporation; and DOES 1-100, inclusive,
16 Defendants.

) Case No. CVRI2300957

) Assigned for All Purposes To:
) Judge: Harold W. Hopp
) Dept: 1

) **ORDER GRANTING**
) **MOTION FOR FINAL APPROVAL OF**
) **CLASS ACTION SETTLEMENT AND**
) **REQUEST FOR ATTORNEY'S FEES AND**
) **COSTS AND JUDGMENT THEREON**

17 **Date: January 30, 2026**
18 **Time: 8:30 a.m.**
19 **Dept. 1**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 03 2026

L. Melendrez *WM*

CA
FEB 04 2026

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument on
3 the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement ("Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Brandon Brouillette, filed on or about February 26, 2025, is the
8 product of arms-length negotiations between the parties and the terms of the Settlement Agreement
9 are fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement
10 Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the
11 parties to the Settlement Agreement to perform forthwith their respective duties and obligations
12 thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its April 8,
14 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all current
16 and former truck drivers who primarily worked for Super T in California at any time during the
17 Class Period of February 24, 2019 through April 8, 2025 (the date of preliminary approval). No
18 Settlement Class Members opted out of the settlement.

19 4. The Court adjudges Plaintiffs and Participating Class Members will release the
20 Released Parties (defined in the Settlement Agreement) from all claims under federal, state or local
21 law, that were asserted or could have been asserted based solely upon the facts, claims, and theories
22 expressly pleaded in the Second Amended Complaint or any prior Complaints, including claims for
23 violations of Labor Code sections 98, 201-203, 204, 210, 216, 218, 218.5, 221, 222, 223, 224,
24 225.5, 226, 226.2, 226.6, 226.7, 227.3, 233-234, 245-248.6, 256. 432.5, 432.7, 510, 512, 558,
25 558.1, 976, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5,
26 2802, 2810.5, the applicable provisions of the Industrial Welfare Commission ("IWC") wage
27 orders, California Civil Section sections 1786 *et. seq.*, 15 U.S.C. sections 1681 *et. seq.*, and the
28 following claims and/or theories, which include, but are not limited to: (1) recovery of unpaid

1 wages and liquidated damages; (2) failure to furnish accurate itemized wage statements, (3) failure
2 to timely pay all wages due upon separation of employment, (4) failure to timely pay wages during
3 employment, (5) failure to pay overtime pay at the regular rate of pay (6) failure to reimburse
4 business expenses, (7) unfair competition practices, (8) failure to provide compliant meal periods,
5 (9) failure to authorize and permit rest breaks, (10) failure to maintain accurate payroll and
6 timekeeping records, (11) violation of Labor Code §§ 221-22 (unlawful to collect, withhold, or
7 receive any part of an employee's wages), (12) violation of Labor Code § 223 (unlawful for
8 employers to secretly pay wages lower than those required by contract or statute), (13) violation of
9 Labor Code § 226 (and inaccurate wage statements), (14) violation of Labor Code § 216 (refusal to
10 pay wages upon demand), (15) violation of Labor 226.2 (compensation for nonproductive time),
11 (16) violations of Labor Code §§ 1198 and 1199 (requiring an employee to work longer than the
12 maximum hours of work or in violation of standard conditions under other Labor Code provisions);
13 (17) violation of Labor Code § 224 (unlawful deductions), (18) violations of Labor Code §§ 233,
14 234, 245-245.8 (paid sick leave provisions), (19) violations of Labor Code § 248.2 (Covid-19
15 supplemental paid sick leave provision), (20) violation of Labor Code § 432.5 (cannot require an
16 employee to agree to unlawful terms of employment), (21) violations of Labor Code § 227.3
17 (failure to pay all vested vacation wages or paid time off at time of termination), (22) violation of
18 Labor Code § 432.7 (impermissible inquiries pertaining to criminal histories); (23) violations of
19 Labor Code § 976 (false advertisements re employee compensation), (24) violation of Labor Code
20 § 2810.5 (failure to provide written notice re employment-related information); (25) violation of
21 Labor Code § 1024.5, Calif. Civil Code §§ 1786 *et. seq.*, and 15 U.S.C. §§ 1681 *et. seq.* (consumer
22 credit reports) and (26) requesting employees to sign unlawful non-compete, non-solicitation, or
23 non-disclosure agreements. Plaintiff also seeks an award of attorney's fees, costs and interest based
24 on these allegations.

25 5. The Court further adjudges Plaintiff and the State of California shall be deemed to
26 have released the Released Parties of any and all claims and/or causes of action under the PAGA
27 that were asserted or could have been asserted by the Labor Commissioner for the violations
28 expressly pleaded in the Second Amended Complaint and/or any prior Complaints, and/or as set

1 forth in the LWDA Notice against Defendant dated February 24, 2023, including violations of
2 Labor Code sections 98, 201-203, 204, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.2,
3 226.6, 226.7, 227.3, 233-234, 245-248.6, 256. 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5,
4 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802, 2810.5, the
5 applicable provisions of the Industrial Welfare Commission ("IWC") wage orders, California Civil
6 Section sections 1786 *et. seq.*, 15 U.S.C. sections 1681 *et. seq.*, and the following claims and/or
7 theories, which include, but are not limited to: (1) recovery of unpaid wages and liquidated
8 damages; (2) failure to furnish accurate itemized wage statements, (3) failure to timely pay all
9 wages due upon separation of employment, (4) failure to timely pay wages during employment,
10 (5) failure to pay overtime pay at the regular rate of pay (6) failure to reimburse business expenses,
11 (7) unfair competition practices, (8) failure to provide compliant meal periods, (9) failure to
12 authorize and permit rest breaks, (10) failure to maintain accurate payroll and timekeeping records,
13 (11) violation of Labor Code §§ 221-22 (unlawful to collect, withhold, or receive any part of an
14 employee's wages), (12) violation of Labor Code § 223 (unlawful for employers to secretly pay
15 wages lower than those required by contract or statute), (13) violation of Labor Code § 226
16 (inaccurate wage statements), (14) violation of Labor Code § 216 (refusal to pay wages upon
17 demand), (15) violation of Labor 226.2 (compensation for nonproductive time), (16) violations of
18 Labor Code §§ 1198 and 1199 (requiring an employee to work longer than the maximum hours of
19 work or in violation of standard conditions under other Labor Code provisions); (17) violation of
20 Labor Code § 224 (unlawful deductions), (18) violations of Labor Code §§ 233, 234, 245-245.8
21 (paid sick leave provisions), (19) violations of Labor Code § 248.2 (Covid-19 supplemental paid
22 sick leave provision), (20) violation of Labor Code § 432.5 (cannot require an employee to agree to
23 unlawful terms of employment), (21) violations of Labor Code § 227.3 (failure to pay all vested
24 vacation wages or paid time off at time of termination), (22) violation of Labor Code § 432.7
25 (impermissible inquiries pertaining to criminal histories); (23) violations of Labor Code § 976
26 (false advertisements re employee compensation), (24) violation of Labor Code § 2810.5 (failure to
27 provide written notice re employment-related information);(25) violation of Labor Code § 1024.5
28 (consumer credit reports), and (26) requesting employees to sign unlawful non-compete, non-

1 solicitation, or non-disclosure agreements.

2 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement
3 Amount ("GSA") of \$108,791.00. The Settlement Administrator is ordered to distribute to the
4 participating Class Members their respective individual settlement payments from the Net
5 Settlement Amount as provided in the Settlement Agreement. All envelopes transmitting a
6 settlement distribution check to the Class Members shall bear the following notation: "YOUR
7 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." All settlement distribution checks
8 shall be negotiable for 180 days from the date of issuance. The Settlement Administrator is further
9 ordered to mail a reminder postcard to all participating Class Members and Aggrieved Employees
10 who have not cashed their settlement checks within 60 days of issuance. With respect to any Class
11 Member who is a current employee of defendant Future Tech and whose settlement distribution
12 check is returned as undeliverable, if the Settlement Administrator is unable to locate a valid
13 mailing address then the Settlement Administrator shall arrange with defendant Future Tech to
14 have the settlement distribution checks delivered to the currently employed Class Member at their
15 place of employment. Funds attributable to uncashed checks that remain after the check void date
16 shall be redistributed on a pro rata basis to those Participating Class Members who cashed their
17 initial checks. No funds shall revert to Super T.

18 7. The Court further orders that the Class Members be provided with notice of this
19 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall include
20 with each Class Member's initial settlement distribution check a notice on the check stub advising
21 the Class Members that the Court entered Judgment, the date of the Judgment, and that Class
22 Members may obtain a copy of the Judgment upon request from the Settlement Administrator.

23 8. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is
24 reasonable, appropriate, and consistent with the attorneys' fees awarded in the Greater Los Angeles
25 Area for attorneys with similar qualifications, skill, and experience. Further, the costs incurred by
26 Class Counsel were reasonable and necessary for the successful prosecution of the case.
27 Accordingly, the Court approves Class Counsel's request for an award of attorney's fees in the
28 amount of \$36,263.67 and an award of costs and expenses in the amount of \$10,873.46. Such

1 amounts shall be paid as provided in the Settlement Agreement.

2 9. The request for a service award to Plaintiff and Class Representative Shawn
3 Vasquez in the amount of \$10,000 is reasonable given the risks Plaintiff assumed and the amount
4 of time Plaintiff spent assisting with prosecuting the case. The requested amount also is within the
5 range of reasonableness for such awards approved in other cases. Accordingly, the Court approves
6 the request for a service payment to Shawn Vasquez in the amount of \$10,000.00 and the
7 Settlement Administrator is ordered to make such payment consistent with the terms of the
8 Settlement Agreement.

9 10. The Court finds and determines the \$5,000 PAGA Penalties payment is fair,
10 appropriate, and reasonable and that the payment to the California Labor & Workforce
11 Development Agency of \$3,750.00 as its share of the settlement of civil penalties under the
12 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, and payment of
13 \$1,250.00 to the Aggrieved Employees, is fair, appropriate, and reasonable. The Court hereby
14 finally approves said payments and orders the payments be made per the terms of the Settlement
15 Agreement.

16 11. The Settlement Agreement provides the Settlement Administrator, Apex Class
17 Action, LLC, shall be paid for its services from the GSA. As set forth in the Declaration of ____,
18 the Settlement Administrator is owed \$5,500 for services rendered and to be rendered in
19 administering the settlement. The Court therefore orders that Apex be paid the amount of \$5,500
20 consistent with the terms of the Settlement Agreement.

21 12. A Final Report (Nonappearance) Hearing is set for January 29, 2027, in Department
22 1 of the Riverside County Superior Court. The parties are ordered to file a compliance report no
23 later than five (5) court days before the compliance hearing, which report shall include as
24 appropriate a declaration from the Settlement Administrator describing the date the settlement
25 distribution checks were mailed, the total number of settlement distribution checks mailed to Class
26 Members, the average amount of the settlement distribution checks, the number of settlement
27 distribution checks remaining uncashed as of the check void date, the total value of the uncashed
28 settlement distribution checks, the average amount of the uncashed settlement distribution checks,

1 and the nature and date of disposition of any unclaimed funds.

2 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
3 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
4 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
5 contemplated becomes effective and each and every act agreed to be performed by the parties has
6 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
7 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
8 construction, and interpretation of the Settlement Agreement.

9 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
10 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
11 This Order is not a finding of the validity or invalidity of any claims in this action or a
12 determination of any wrongdoing by any party. The final approval of the parties' settlement will
13 not constitute any opinion, position or determination of this Court as to the merits of the claims or
14 defenses of any party.

15 15. Judgment is hereby entered as follows: Plaintiff Shaw Vasquez and the Participating
16 Class Members, defined all current and former truck drivers who primarily worked for Super T in
17 California at any time during the Class Period of February 24, 2019 through April 8, 2025 (the date
18 of preliminary approval), who have not otherwise opted out, shall take nothing from Super T
19 except as set forth in the Settlement Agreement. The Court shall retain jurisdiction over the parties
20 to interpret, implement and enforce this Judgment.

21 **IT IS SO ORDERED AND ADJUDGED.**

22
23
24 Dated: 1/30/26

25 
Judge of the Superior Court

26 **Judge Harold W. Hopp**
27
28