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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

GENARO CAMPOS, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

RL ON-TIME DELIVERY SERVICE,
INC.; FEDEX GROUND PACKAGE
SYSTEM, INC.; and DOES 1-100,
inclusive,

Defendants.

Case No. 56-2023-00575742-CU-OE-VTA

CLASS ACTION

**[PROPOSED] JUDGMENT and ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT and ATTORNEYS' FEES and
COSTS**

Date: September 20, 2024

Time: 8:20 AM

Dept: 40

Honorable Mark S. Borrell

Action Filed: February 17, 2023

Trial Date: TBD

Plaintiff Genaro Campos ("Plaintiff"), individually, and on behalf of similarly situated persons, and Defendants RL On-Time Delivery Service, Inc. and FedEx Ground Package System, Inc. ("Defendants") (or together with the Plaintiff, the "Parties") reached a class action and PAGA settlement, upon the terms and conditions set forth in the Parties' Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"), a copy of which was attached as

Exhibit 1 to the Declaration of Matthew H. Fisher In Support of Motion for Preliminary Approval of Class Action Settlement, filed May 16, 2024.

On June 12, 2024, the Court issued its Amended Order Re: Preliminary Approval Of Class And Representative Action Settlement And Conditional Certification (“Preliminary Approval Order”).

Due and adequate notice having been given to the Class Members, as defined below, and the Court having considered Plaintiff’s Notice of Motion and Motion for Final Approval of Class Action Settlement ("Motion") and the exhibits thereto, all papers filed and proceedings had herein and any written objections/disputes received regarding the proposed Settlement, and having reviewed the record in the Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

RECITALS

1. On August 20, 2024, Plaintiff filed an unopposed Motion for Final Approval of Class Settlement, Class Representative Enhancement Award, and Class Counsel Award.

2. On September 20, 2024 the Court held a Final Approval/Fairness Hearing related to the proposed Class and PAGA Settlement.

FINDINGS

3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature of the claims and the risks inherent in such claims, the good result obtained, Defendants’ potential liability, and the fact that this settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to Plaintiff. Therefore, the Court finds that the Settlement was entered into in good faith.

4. **Class Notice:** The Court additionally notes the significant benefits to the Class Members under the Settlement Agreement, and finds that the distribution of the Class Notice of Settlement to the Class Members as set forth in the Settlement Agreement has been completed in

1 conformity with the Settlement Agreement and order granting preliminary approval of the
2 Settlement. The Notice of Class Settlement provided adequate notice of the proceedings and
3 about the case, including the proposed settlement terms as set forth in the Settlement Agreement.
4 The Notice of Class Settlement fully satisfied due process requirements. The Notice of Class
5 Settlement was sent via first class U.S. Mail to all persons entitled to such notice and to all Class
6 Members. As executed, the Notice of Class Settlement was the best notice practicable under the
7 circumstances.

8 **ORDER**

9 5. The Court hereby **GRANTS FINAL APPROVAL** of the class settlement upon
10 the terms and conditions set forth in the Settlement Agreement.

11 6. **Class Definition:** The Court hereby certifies, for settlement purposes only, the
12 following class.

13 The Settlement Class is defined as:

14 “All current and former California based non-exempt employees who
15 physically performed work as pick up and delivery drivers for Defendant
16 RL On-Time Delivery Services, Inc. (‘RL On-Time’) in California from
17 February 17, 2019 until the date of the Court's order granting preliminary
approval of this Settlement (the ‘Class Period’).” (Settlement Agreement,
3:27-4:2)

18 7. **Class Representative:** The Court hereby appoints Genaro Campos as Class
19 Representative, for settlement purposes only.

20 8. **Class Counsel:** The Court hereby appoints Matthew H. Fisher and Matthew S. Da
21 Vega of Da Vega Fisher Mechtenberg LLP as Class Counsel, for settlement purposes only.

22 9. **Implementation and Residual Monies:** The Court hereby orders the Parties to
23 implement the terms of the Settlement Agreement, and directs Defendant RL On-Time to
24 disburse the funds pursuant to the terms of the Settlement Agreement and consistent with this
25 Order and Judgment. All uncashed settlement checks and any residual amounts of the Settlement
26 Fund returned to the Settlement Administrator, plus any accrued interest that has not otherwise
27 been distributed pursuant to order of the Court, shall be distributed as follows: Any settlement
28 checks not cashed after the class-wide distribution expiration periods shall be void and the sums

1 correlating to those checks not cashed and any residual amounts shall be returned to the
2 Settlement Administrator. The Settlement Administrator will then pay out those residual amounts
3 per guidelines in California Code of Civil Procedure section 384 to the State Bar of California
4 Justice Gap Fund. The failure to cash or deposit any check within the expiration periods shall in
5 no way affect the binding nature of the Settlement or the binding nature of any release of claims.

6 10. **Release:** All Class Members who did not “Opt-Out” of the Settlement shall be
7 bound by the releases provided in the Settlement Agreement and Notice of Class Settlement.

8 11. **Class Representative Enhancement Award:** The Court hereby approves the
9 Class Representative Enhancement Award in the amount of **\$10,000** to be paid out of the Gross
10 Settlement Fund.

11 12. **Class Counsel Fees and Costs:** The Court hereby approves an award of
12 reasonable Attorneys’ Fees to Class Counsel in the amount of **\$83,333** and reimbursement of
13 costs and expenses they incurred in this matter in the amount of **\$20,000** to be paid out of the
14 Gross Settlement Fund.

15 13. **Settlement Administrator Costs:** The Court hereby approves payment of the
16 Settlement Administrator’s costs in the amount of **\$10,000** to compensate the Settlement
17 Administrator – CPT Group, Inc. - for fees and costs associated with the administration of the
18 settlement, to be paid out of the Gross Settlement Fund.

19 14. **PAGA Penalty Amount:** The Court hereby approves payment for civil penalties
20 under the Private Attorneys General Act of 2004 (“PAGA”) in the amount of **\$5,000** (“PAGA
21 Penalty Amount”) (75% of that amount [**\$3,750**] to be paid to the California Labor and
22 Workforce Development Agency [“LWDA Payment”] and 25% of that amount [**\$1,250**] back to
23 the PAGA Group [“PAGA Group Amount”]).

24 15. The Court notes that Defendants do not oppose these amounts, and finds these
25 amounts are fair and reasonable under the circumstances and under both the common fund
26 approach and lodestar approach.

27 16. A Compliance Status report shall be filed and served by _____.

17. A Compliance Status hearing to be held on _____ at _____
a.m./p.m..

JUDGMENT

18. This Judgment is intended to be a final disposition of this action in its entirety, and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement and this Judgment.

IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED

IT IS SO ORDERED.

DATED: _____

JUDGE OF THE SUPERIOR COURT