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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
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11 STEVEN TASSIN, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 SOUTH STAR LOGISTICS, INC., a
17 California Corporation; and DOES 1 through
18 20, inclusive;

19 Defendants.
20

Case No.: CIVSB2301755

*[Assigned to the Hon. Christian Towns, Dept.
S26, for all purposes]*

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

21 Plaintiff Steven Tassin's Motion for Final Approval of the Settlement (the "Final
22 Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and
23 Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The
24 Final Approval Motion was unopposed by Defendants South Star Logistics, Inc. and Aman
25 Singh Brar.

26 Having considered the Final Approval Motion, the Settlement Agreement, the
27 Declarations, and all other materials properly before the Court and having conducted an inquiry
28 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.

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

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

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

8 2. The Court has jurisdiction over the subject matter over this Action, Class
9 Representative Steven Tassin, the Class Members, and Defendants.

10 3. For purposes of effectuating this Order and Judgment, this Court has certified the
11 following class: “All current and former California resident truck drivers employed by
12 Defendants in California at any time during the Class Period (which is February 9, 2019, through
13 May 5, 2024).” The Court deems this definition sufficient for purposes of California Rules of
14 Court, rule 3.765(a).

15 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
16 current and former California resident truck drivers employed by Defendants in California at any
17 time during the PAGA Period (which is February 9, 2022, through May 5, 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 alleged in the Complaint or which could have reasonably be
28 alleged based solely upon the facts in the Complaint, including: (a) failure
to pay minimum wages, (b) failure to pay for rest and recovery periods, (c)
failure to reimburse business expenses, (d) failure to failure to timely pay

wages upon separation of employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful competition, and (g) all other claims for statutory penalties based on the facts or claims alleged in the operative complaint. The time period governing the Released Class Claims shall be the Class Period.

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

Any and all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay for rest and recovery periods, (c) failure to reimburse business expenses, (d) failure to failure to timely pay wages each period and upon separation of employment, (e) failure to provide accurate itemized wage statements, (f) failure to maintain employment records, and (g) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the operative complaint. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

9. There were no objections to the Settlement, and only one (1) Request for Exclusion. Thus, 150 Class Members are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

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.

12. With respect to the Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members

1 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
2 typical of the claims of the Class Members; (d) the Class Representative has fairly and
3 adequately protected the interests of the Class Members; (e) a class action is superior to other
4 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
5 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff
6 in his individual and representative capacity and for the Class.

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

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

25 15. The Settlement Amount to be paid under the Settlement Agreement is \$300,000.
26 From this amount, Class Counsel sought attorney's fees of \$100,000 and litigation expenses of
27 \$16,753.39, a Service Award to Class Representative Steven Tassin of \$10,000, an
28 Administrator Expenses of \$7,000.00 to Phoenix Settlement Administrators (the "Settlement

Administrator”), and \$22,500 to the LWDA for PAGA penalties and \$7,500 to the Aggrieved Employees for PAGA Penalties. Defendants do not oppose these requests. In addition, and concurrently with paying the Settlement Amount, Defendants shall separately pay all employer payroll taxes owed on the wage portion of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- A) \$100,000.00 to Class Counsel for attorneys’ fees;
- B) \$16,753.39 to Class Counsel for litigation expenses;
- C) \$10,000 to Class Representative Steven Tassin as a Service Award;
- D) \$7,000 to the Settlement Administrator, Phoenix;
- E) \$22,500 to the LWDA;
- F) \$7,500 to the Aggrieved Employees on a pro rata basis;

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

16. The Settlement Administrator is directed to calculate the Participating Class Member’s Individual Class Payments and the Aggrieved Employees’ Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

17. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [insert date], 2024, the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Tassin. v. South Star Logistics, Inc.*, pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2301755, on behalf of all current and former California resident truck drivers employed by Defendants in California at any

time during the Class Period (which is February 9, 2019, through May 5, 2024).”

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

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

December 10, 2024	The Final Order and Judgment is entered, and the Effective Date occurs.
May 1, 2025	Defendants shall fund the \$300,000 Settlement Amount to the Settlement Administrator, plus Defendants’ share of employer-side taxes, as calculated by the Settlement Administrator.
Within 10 days after receipt of Payment (approximately May 11, 2025)	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for attorneys’ fees and costs, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator expenses.
180 days after payment is issued (approximately November 7, 2025)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
15 days before the Disbursement Hearing	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.

1 Date: _____, 2025

Hearing re: status of disbursements.

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3 Time: 8:30 a.m.

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

10 IT IS SO ORDERED.

11
12 Dated: _____

Hon. Christian Towns