

ORIGINAL

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

JAN 21 2025

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

JOSHUA LORENZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

HAWK TRANSPORTATION INC., a
California Corporation; BEANT BHANGU,
an Individual; JEET SINGH, an Individual;
MANPRIT SANDHU, an Individual; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2303256
*[Assigned to Hon. Christian Towns, Dept
S26, for all purposes]*

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

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class and PAGA Action Settlement Agreement and Release ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendants Hawk Transportation, Inc., Beant Bhangu, Jeet Singh, and Manprit Sandhu.

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; AND ENTRY OF JUDGMENT

SCANNED

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, the Class
10 Representative, the Class Members, and Defendants.

11 3. The Court finally appoints Plaintiff as Class Representative, and further appoints
12 Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP as Class Counsel.

13 4. For purposes of effectuating this Order and Judgment, this Court has certified the
14 following class: "All current and former California resident truck drivers employed by Defendant
15 Hawk Transportation, Inc., during the Class Period of April 7, 2019, through May 8, 2024." The
16 Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

17 5. As set forth in the Settlement Agreement, Aggrieved Employees includes: "All
18 current and former California resident truck drivers employed by Defendant Hawk
19 Transportation, Inc., during the PAGA Period of April 7, 2022, through May 8, 2024."

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

25 7. The Court finds that the instant Action presented a good faith dispute of the
26 claims alleged, and the Court finds in favor of settlement approval.

27 8. The "Released Class Claims" on behalf of the Participating Class Members
28 included: "all claims stated in the Complaint and those based solely upon the facts in the

1 Complaint, including: (1) failure to pay minimum wages, (2) failure to pay for rest and recovery
2 periods and other nonproductive time under Labor Code § 226.2, (3) failure to reimburse
3 business expenses, (4) unlawful deduction of wages, (5) failure to timely pay final wages, (6)
4 failure to provide accurate itemized wage statements, and (7) unfair and unlawful competition.

5 9. The “Released PAGA Claims” on behalf of the Aggrieved Employees included:
6 “all PAGA claims that Plaintiff alleged against the Released Parties, based on the facts stated in
7 the relevant LWDA notice letters and only to the extent that they are alleged in the Complaint,
8 including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum
9 wages, (2) failure to pay for rest and recovery periods and other nonproductive time under Labor
10 Code § 226.2, (3) failure to reimburse business expenses, (4) unlawful deduction of wages, (5)
11 failure to timely pay wages each period, (6) failure to timely pay final wages, (7) failure to
12 provide accurate itemized wage statements, and (8) all other claims for civil penalties
13 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the
14 facts or claims alleged in the LWDA notice letters and Complaint.”

15 10. There were no Objections and no Requests for Exclusion from the Settlement;
16 thus, all Participating Class Members are entitled to payment pursuant to the Settlement and this
17 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this
18 Settlement and Judgment.

19 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
20 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
21 Parties are directed to perform in accordance with the terms set forth in the Settlement
22 Agreement and this Order and Judgment.

23 12. The Parties are to bear their own costs, except as otherwise provided in the
24 Settlement Agreement and this Order and Judgment.

25 13. With respect to the Class and for purposes of approving this Settlement, this Court
26 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
27 joinder of all members is impracticable; (b) there are questions of law or fact common to the
28 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 her individual and representative capacity and for the Class.

7 14. 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 15. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and
12 forever release, relinquish and discharge Defendants and the Released Parties from all PAGA
13 Released Claims, as defined in the Settlement Agreement and above.

14 16. The Settlement is not an admission of wrongdoing or violation by Defendants or
15 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
16 the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither
17 this Settlement Approval Order, the Settlement, or the Judgment nor any document referred to
18 herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used
19 as an admission by or against Defendants or any of the other Released Parties of any fault,
20 wrongdoing, or liability whatsoever.

21 17. The Gross Settlement Amount to be paid under the Settlement Agreement is
22 \$210,000. From this amount, Class Counsel sought an award of attorney's fees of \$70,000,
23 litigation expenses of \$12,381.11, a Service Award of \$10,000 to Plaintiff and Class
24 Representative Joshua Lorenz, Settlement Administrator Costs of \$4,500 to Phoenix
25 Administration, and \$7,500 to the LWDA for PAGA penalties and \$2,500 to the Aggrieved
26 Employees. Defendants do not oppose these requests. The Court finds that the Settlement
27 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
28 Settlement Amount:

- 1 A. \$70,000 to Class Counsel for attorneys' fees;
2 B. \$12,381.11 to Class Counsel for costs/expenses;
3 C. \$10,000 to Class Representative Joshua Lorenz as a Service Award;
4 D. \$4,500 to the Settlement Administrator, Phoenix Settlement
5 Administrators;
6 E. \$7,500 to the LWDA;
7 F. \$2,500 to the Aggrieved Employees;
8 G. After deducting the foregoing payments from the Settlement Amount, the
9 remainder shall form the Net Settlement Amount payable to the
10 Participating Class Members as set forth in the Settlement Agreement and
11 as calculated by the Settlement Administrator.

12 18. Defendants are directed to fund the Settlement Amount in accordance with the
13 Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed
14 to calculate the Participating Class Member's Individual Settlement Payments from the Net
15 Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all
16 payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
18 April 1, 2025	Defendants are directed to issue the Settlement Amount to 19 the Settlement Administrator, plus Defendants' share of 20 payroll taxes, but minus amount of Prior Payments made.
21 10 days after receipt of Payment	Settlement Administrator to issue all payments.
22 180 days after payment is issued	Deadline for Participating Class Members and Aggrieved 23 Employees to cash checks.
24 April 1, 2026	Counsel to file a declaration from the Settlement 25 Administrator setting forth the disbursements that were 26 actually made, including any uncashed checks and 27 process of forwarding unclaimed funds to State Controller
October 8, 2026	Final Report Hearing re: status of disbursements.

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

6 IT IS SO ORDERED.

7 Dated: 1/21/2025

C. Towns
Hon. Christian Towns