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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA

RYAN MIDDLEBROOKS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

FLEETPRIDE, INC., an Alabama
corporation; and DOES 1 through 50,
inclusive,

Defendants

Case No. 23CV-0202247

(Assigned to the Hon. Stephen H. Baker, Dept. 64)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: March 24, 2025

Time: 8:30 A.M.

Dept.: 64

Action Filed: May 16, 2023

Trial Date: November 5, 2024

Plaintiff Ryan Middlebrooks (“Plaintiff”) and the settling Defendant FleetPride, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) have entered into the Joint Stipulation Re: Class Action and Representative Action Settlement (“Agreement” or “Settlement Agreement”) to settle the above-captioned class action subject to the Court’s approval (the “Settlement”).

This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action Settlement, including approval of a service award for the Named Plaintiff, Class Counsel’s application for attorneys’ fees and costs, and the PAGA penalties. The Court has read, heard, and considered all the pleadings and documents submitted, and the presentations made in connection with the Motion which was scheduled for hearing on March 24, 2025.

I. BACKGROUND

On July 12, 2023, Plaintiff filed the operative first amended class and representative action complaint (“Complaint”) in the Superior Court of the State of California for the County of Shasta on behalf of himself and all similarly situated employees (the “Action”). The Complaint alleges causes of action for violation of Labor Code § 226 and violation of Labor Code § 2698, *et seq.*, for Defendant’s alleged failure to provide accurate itemized wage statements during periods when overtime wages were paid. Defendant denied all material allegations in the Complaint. Moreover, as of September 15, 2023, Defendant amended the format of the wage statements issued to its hourly, non-exempt employees.

A. Class Members

The “Settlement Class” is defined as “all persons who were employed by FleetPride, Inc. in California in an hourly, non-exempt position and who were paid overtime and/or doubletime wages at any time during the Class Period.” The “Class Period” is defined as “the period from May 8, 2022 through September 15, 2023.”

B. Operation of the Settlement

Pursuant to the Preliminary Approval Order dated September 18, 2024, this Court conditionally certified the Settlement Class and granted preliminary approval to the Settlement. The Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of the

1 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

2 In compliance with the Preliminary Approval Order, the Class Notice was sent to all
3 Settlement Class Members via first class mail. The notice process was timely completed.

4 This Court finds that the Settlement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
6 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable, and
7 adequate and that Plaintiff has satisfied the standards for final approval of a class action
8 settlement under California law. Under the provisions of California Code of Civil Procedure
9 section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
10 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
11 certify a class where:

12 [Q]uestions of law or fact common to the members of the class
13 predominate over any questions affecting only individual members,
14 and that a class action is superior to the available methods for the
15 fair and efficient adjudication of the controversy...Fed. R. Civ.
Proc. 23.

16 Certification of a settlement class is the appropriate judicial device under these
17 circumstances.

18 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
19 FOLLOWS:

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

22 2. The Court has jurisdiction over the subject matter of the litigation, the Class
23 Representative, the other Members of the Settlement Class, and Defendant.

24 3. The Court finds that the dissemination of the Notice of Proposed Class Action
25 Settlement and Date for Final Approval Hearing as disseminated to the Settlement Class,
26 constituted the best notice practicable under the circumstances to all Persons within the
27 definition of the Settlement Class, and fully met the requirements of California law and due
28 process under the United States Constitution.

1 4. The Court approves the settlement of the above-captioned action, as set forth in
2 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
3 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
4 Agreement.

5 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
6 are to bear their own costs and attorneys' fees.

7 6. The Court hereby certifies the following Settlement Class for settlement purposes
8 only: all persons who were employed by FleetPride, Inc. in California in an hourly, non-exempt
9 position and who were paid overtime and/or doubletime wages at any time from May 8, 2022
10 through September 15, 2023.

11 7. With respect to the Settlement Class and for purposes of approving the Settlement
12 only and for no other purpose, this Court finds and concludes that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among Members of the Settlement Class with respect to the subject matter
16 of the claims in the Litigation; (c) the claims of Class Representative are typical of the claims of
17 the members of the Settlement Class; (d) the Class Representative has fairly and adequately
18 protected the interests of the members of the Settlement Class; (e) a class action is superior to
19 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
20 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
21 Plaintiff in his individual and representative capacity and for the Settlement Class.

22 8. Defendant shall fund \$315,000.00 of the total Gross Settlement Amount pursuant
23 to the terms of the Settlement Agreement.

24 9. The Court approves the following amounts which shall be paid from the Gross
25 Settlement Amount: (a) Class Counsel attorneys' fees in the amount of \$110,250.00 and
26 reimbursement of costs in the amount of \$8,068.22; (b) a service award to the Class
27 Representative Ryan Middlebrooks in the amount of \$10,000.00; (c) \$8,500.00 to the Settlement
28 Administrator, Phoenix Settlement Administrators, for its fees and costs relating to the settlement

1 administration process; and (d) \$30,000.00 as PAGA penalties, seventy-five percent (75%) of
2 which will be the LWDA Payment (\$22,500.00), and twenty-five percent (25%) of which shall
3 be distributed proportionally to the Aggrieved Employees (\$7,500.00). The Court finds that these
4 amounts are fair and reasonable. The Court further approves the Individual Settlement Payment
5 and Individual PAGA Payment amounts, which shall be distributed pursuant to the terms of the
6 Settlement Agreement. The Settlement Administrator is directed to make such payments in
7 accordance with the terms of the Settlement Agreement.

8 10. The Court hereby enters final judgment in this case in accordance with the terms
9 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
10 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
11 over the action and the Parties, including all Participating Class Members, for purposes of
12 enforcing and interpreting this Order and the Settlement as per CRC 3.769(h).

13 11. The Court approves the Releases set forth in Paragraphs 7.A-7.D of the
14 Settlement Agreement, which are incorporated herein in all respects, as to the Class
15 Representative, all Participating Class Members, and all Aggrieved Employees. The releases are
16 effective as of the date of this Order.

17 12. As set forth in the Settlement Agreement, after 180 days, any uncashed funds will
18 be disbursed to the California State Controller's Unclaimed Property Fund in the names of the
19 respective individuals to whom the funds were issued.

20 13. The Court sets _____ as the date for the administrative compliance
21 hearing. Plaintiff shall file a declaration from the administrator detailing the progress of
22 disbursement at least 14 calendar days before the hearing.

23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24
25 DATED: _____

26 _____
27 HON. STEPHEN H. BAKER
28 SUPERIOR COURT OF CALIFORNIA