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Attorneys for Plaintiff and the Class

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. 3)

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 9, 2024

Time: 8:30 A.M.

Dept.: 3

Action Filed: May 16, 2023

Trial Date: November 5, 2024

1 Plaintiff Ryan Middlebrooks’ (“Plaintiff” or “Class Representative”) application for an
2 Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed
3 with the Court on August 9, 2024, and a hearing was held before this Court on September 9,
4 2024.

5 The Court has considered the Joint Stipulation Re: Class Action and Representative
6 Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) and all other papers
7 filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendant FleetPride, Inc. (“Defendant”) filed herewith. The Settlement Agreement
11 appears to be fair, adequate, and reasonable to the Settlement Class.

12 2. The Class Representative and Defendant (hereafter, “Settling Parties”), through
13 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
14 claims in the Litigation, as set forth in the Settlement Agreement, on behalf of the Settlement
15 Class (as defined below and in the Settlement Agreement).

16 3. The Court hereby conditionally certifies the following Settlement Class for
17 settlement purposes only: all persons who were employed by FleetPride, Inc. in California in an
18 hourly, non-exempt position and who were paid overtime and/or doubletime wages at any time
19 during the Class Period (May 8, 2022 through September 15, 2023).

20 Should for whatever reason the settlement not become Final, the fact that the Parties were
21 willing to stipulate to certification of a class as part of the settlement shall have no bearing on, or
22 be admissible in connection with, the Litigation or the issue of whether a class should be
23 certified in a non-settlement context.

24 4. The Court appoints and designates: (a) Plaintiff Ryan Middlebrooks as the Class
25 Representative and (b) Larry W. Lee, Max W. Gavron, and Kwanporn “Mai” Tulyathan of
26 Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for
27 the Settlement Class. Class Counsel is authorized to act on behalf of the Settlement Class with
28 respect to all acts or consents required by, or which may be given, pursuant to the Settlement

1 Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and
2 its terms. Any Settlement Class Member may enter an appearance through his or her own
3 counsel at such Settlement Class Member's own expense. Any Settlement Class Member who
4 does not enter an appearance or appear on his or her own behalf will be represented by Class
5 Counsel.

6 5. The Court hereby approves the terms and conditions provided for in the
7 Settlement Agreement (including, without limitation, the settlement of the Released Claims as
8 defined therein). The Court finds that on a preliminary basis the Settlement Agreement falls
9 within the range of reasonableness of a settlement, including the amount of the PAGA penalties,
10 and appears to be presumptively valid, subject only to any objections that may be raised by
11 Settlement Class Members. It appears to the Court on a preliminary basis that the settlement is
12 fair, adequate, and reasonable as to all potential class members when balanced against the
13 probable outcome of further litigation relating to liability and damages issues. It also appears that
14 substantial investigation and research have been conducted so that counsel for the Settling
15 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
16 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
17 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
18 also appears that settlement has been reached as a result of intensive, serious, and non-collusive
19 arm's length negotiations facilitated by an experienced and neutral mediator.

20 6. A Final Approval Hearing on the question of whether the proposed settlement, the
21 allocation of payments to Participating Class Members, attorneys' fees and costs to Class
22 Counsel, settlement administration costs to the Settlement Administrator, payment to the
23 California Labor and Workforce Development Agency, payment to Aggrieved Employees, and
24 Class Representative Service Award should be finally approved as fair, reasonable, and adequate
25 as to the members of the Settlement Class is hereby set for _____, at 8:45 A.M.
26 in this Court.

27 7. The Court hereby approves, as to form and content, the Notice of Proposed Class
28 Action Settlement and Date for Final Approval Hearing ("Class Notice") to be sent to Settlement

1 Class Members, which is attached to this Order as **Exhibit A**. The Court finds that distribution of
2 the Class Notice to Settlement Class Members substantially in the manner and form set forth in
3 the Settlement Agreement meets the requirements of due process and shall constitute due and
4 sufficient notice to all parties entitled thereto.

5 8. The Court appoints and designates Phoenix Settlement Administrators as the
6 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
7 approved Class Notice to Settlement Class Members using the procedures set forth in the
8 Settlement Agreement.

9 9. Any Settlement Class Member may choose to opt out of and be excluded from the
10 settlement as provided in the Settlement Agreement and Class Notice, and by following the
11 instructions to opt out. Any person who timely and properly opts out of the settlement will not be
12 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon,
13 with the exception of the PAGA Released Claims, for which there is no opt out. Any Request for
14 Exclusion must be in writing and signed by each such Settlement Class Member opting out and
15 must otherwise comply with the requirements delineated in the Class Notice. Settlement Class
16 Members who have not requested exclusion by submitting a valid and timely Request for
17 Exclusion by the deadline shall be bound by all determinations of the Court, the Settlement
18 Agreement, and Judgment.

19 10. Any Settlement Class Member may object to the Settlement Agreement or
20 express his or her views regarding the settlement and may present evidence and file briefs or
21 other papers that may be proper and relevant to the issues to be heard and determined by the
22 Court as provided in the Class Notice.

23 11. The Motion for Final Approval shall be filed by the Class Representative no later
24 than sixteen (16) court days before the Final Approval Hearing.

25 12. The Court reserves the right to adjourn or continue the date of the Final Approval
26 Hearing and all dates provided for in the Settlement Agreement without further notice to the
27 Settlement Class and retains jurisdiction to consider all further applications arising out of or
28 connected with the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

HON. STEPHEN H. BAKER
SUPERIOR COURT OF CALIFORNIA

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING
Middlebrooks v. FleetPride, Inc.
(County of Shasta, California Superior Court Case No. 202247)**

**As a current or former non-exempt, hourly-paid California employee of FleetPride, Inc.
who earned overtime or doubletime, you are entitled to receive money from a class action settlement.**

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement because the records of FleetPride, Inc. (“FleetPride” or “Defendant”) show you are a “Class Member” and/or an “Aggrieved Employee,” and therefore are entitled to a payment from this class and representative action Settlement. Class Members are all persons who were employed by FleetPride in California in an hourly, non-exempt position and were paid overtime and/or doubletime wages at any time between May 8, 2022 and September 15, 2023 (“Class Period” or “Settlement Period”). Aggrieved Employees are all persons who were employed by FleetPride in California in an hourly, non-exempt position and were paid overtime and/or doubletime wages at any time during the PAGA Period, which is defined as May 8, 2022 through September 15, 2023.

- The Settlement is to resolve a class and representative action lawsuit, *Middlebrooks v. FleetPride, Inc., et al.*, pending in the Superior Court of California for the County of Shasta, Case Number 202247 (the “Lawsuit”), alleging, among other things, that, during the Class Period, FleetPride, as it pertains to Class Members, failed to provide complete and accurate wage statements in violation of Labor Code § 226. Based on the same alleged violations of Labor Code § 226, Plaintiff also seeks civil penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for the State of California and allegedly Aggrieved Employees.
- On [REDACTED], the Shasta County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the Settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the Settlement of the Lawsuit. If you worked in the PAGA Period as an hourly-paid non-exempt employee of FleetPride and were paid overtime and/or doubletime wages, then you will be deemed a “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 3 of the Shasta County Superior Court located at 1500 Court Street, Redding, CA 96001.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED].m. on [REDACTED], in the Shasta County Superior Court located at 1500 Court Street, Redding, CA 96001, in Department 3. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

FleetPride’s records show that you performed work for FleetPride in the State of California as a non-exempt, hourly-paid employee and were paid overtime and/or doubletime wages at some point during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiff Ryan Middlebrooks was a non-exempt, hourly-paid employee of FleetPride. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged failure to issue complete and accurate wage statements. Based on the same alleged wage statement violations, Plaintiff also seeks to recover civil penalties under PAGA.

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$315,000.00. The Gross Settlement includes: (1) Administration Costs up to \$8,500.00 (2) up to 35% of the Gross Settlement Amount in attorneys’ fees, which amounts to \$110,250.00; (3) up to \$15,000.00 in litigation costs to Class Counsel, according to proof; (4) up to \$10,000.00 in a Service Award to the Class Representative; and (5) payment allocated to PAGA penalties in the amount of

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

\$30,000.00 of which 75% (or \$22,500.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”), and twenty-five percent 25% (or \$7,500.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$141,250.00 will be available for distribution to Class Members (“Net Settlement Amount”).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of wage statements that reflect payment of overtime and/or doubletime wages issued to Class Members in non-exempt, hourly-paid positions for FleetPride in California during the Class Period (“Qualifying Wage Statements”). Specifically, Class Members’ payments will be calculated by dividing the number of Qualifying Wage Statements attributed to the Class Member by all Qualifying Wage Statements attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual’s Qualifying Wage Statements ÷ total Settlement Class Qualifying Wage Statements) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$7,500.00 allocated as PAGA penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based on the number of Qualifying Wage Statements issued to each Aggrieved Employee during the PAGA Period.

FleetPride’s records indicate that you were issued [Qualifying Wage Statements] as a non-exempt, hourly-paid employee in California during the Class Period and [Qualifying Wage Statements] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator and it must be postmarked no later than [RESPONSE DEADLINE]. Please include: (1) your name, address, telephone number, last four digits of your social security number and your signature; (2) a statement of your dispute and how many Qualifying Wage Statements you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Tax Reporting

100% of each Settlement Payment to Class Members who do not opt out will be allocated as civil or statutory penalties and interest, which will be reported on an IRS Form 1099. 100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks shall be sent to the California State Controller’s Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the Settlement, you will be bound by the entire release in the Settlement and receive your

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount, Plaintiff and all Participating Class Members release the Released Parties of any and all claims that have been or could reasonably have been asserted based on the factual allegations in the Operative First Amended Complaint for alleged failure to furnish complete and accurate wage statements in violation of Labor Code § 226, and all other claims for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys' fees, interest, costs, and any other kind of relief whatsoever that could be sought based on the factual allegations and theories of liability asserted in the Operative First Amended Complaint (the "Class Released Claims").

For Plaintiff, the Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes, for the duration of the PAGA Period, all claims alleged in the PAGA Notice and the Operative First amended Complaint for PAGA civil penalties pursuant to Labor Code sections 226, 226.3 and 2698, et seq. in connection with alleged violations of Labor Code section 226 for alleged failure to furnish complete and accurate wage statements (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims are collectively referred to herein as the "Released Claims."

"Released Parties" means Defendant and each of its past, present, and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – Opt Out of the Settlement

If you do **not** wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, Social Security Number, and the following statement or any statement standing for the proposition that you seek to be excluded from the Settlement Class: "Please exclude me from the Settlement Class in the *Middlebrooks v. FleetPride, Inc., et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement." or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Settlement Administrators
[Add Mailing Address]

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your written request for exclusion must be mailed to the Administrator and postmarked not later than [RESPONSE DEADLINE].

The proposed Settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the Settlement, then even if you request exclusion from the Class Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator and postmarked no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] m. in the Shasta County Superior Court located at 1500 Court Street, Redding, CA 96001, in Department 3, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, or if you have questions, you may call the Settlement Administrator at [PHONE NUMBER]. The information for Class Counsel appears below. If you choose to participate in the Settlement, you will be represented by Class Counsel.

CLASS COUNSEL

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You may also visit the Settlement Administrator’s website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Shasta County Superior Court located at 1500 Court Street, Redding, CA 96001, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.shasta.courts.ca.gov/Online-Services/Court-Case-Records.shtml>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

Counsel for Defendant

In this case, Defendant is represented by the attorneys below. However, if you choose to participate in the Settlement, you should direct any questions regarding it to the Settlement Administrator and/or Class Counsel because Class Counsel will be your attorneys.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]