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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TIMOTHY MCCORMICK, MICHAEL KINDT,
KELLY CARTER, CARLOS ATERRADO,
ALEX MARTINEZ, and ERIC ARAGAKI,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

AMERIFLEET TRANSPORTATION, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV00682

*[Assigned for All Purposes to the Hon.
Timothy P. Dillon, Dept. 15]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: July 15, 2026

Time: 10:00 a.m.

Dept: 15

Action Filed: January 9, 2024

FAC Filed: December 12, 2025

1 This matter came on for hearing on July 15, 2026, at 10:00 a.m., in Department 15 of the
2 Superior Court of California, County of Los Angeles, on the Motion for Final Approval of Class
3 Action and PAGA Settlement pursuant to California Rules of Court, Rule 3.769. On March 3,
4 2026, this Court issued an Amended Order granting Plaintiffs’ Motion for Preliminary Approval
5 of Class Action and PAGA Settlement. Plaintiffs Timothy McCormick, Michael Kindt, Kelly
6 Carter, Carlos Aterrado, Alex Martinez, and Eric Aragaki (collectively “Plaintiffs”) now seek
7 an order granting final approval of the First Amended Class Action and PAGA Settlement
8 Agreement (“Settlement” or “Settlement Agreement”), a copy of which is attached to the
9 Declaration of Armen A. Salehi in Support of Plaintiffs’ Motion for Preliminary Approval of
10 Class Action and PAGA Settlement as **Exhibit 1**.

11 Having received and considered the Settlement, the supporting papers filed by the
12 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
13 of Class Action and PAGA Settlement granted on March 3, 2026, and the instant Motion for
14 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
15 Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**
16 **DETERMINATIONS AND FINDINGS:**

17 1. All terms used in this order shall have the same meanings given as those terms are
18 used and/or defined in the parties’ Settlement Agreement and the Motion for Final Approval. A
19 copy of the Settlement Agreement is attached to the Declaration of Arman A. Salehi in Support of
20 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**
21 and is made a part of this Order.

22 2. The Court has personal jurisdiction over Plaintiffs and Defendant Amerifleet
23 Transportation, Inc. (“Defendant”) (collectively, the “Parties”) to this litigation and subject matter
24 jurisdiction to approve this Settlement Agreement and all exhibits thereto.

25 3. Pursuant to the Order granting Plaintiffs’ Motion for Preliminary Approval of Class
26 Action and PAGA Settlement, the Class Notice was sent to each Class Member by first-class mail.
27 These papers informed Class Members of the terms of the Settlement, their right to receive an
28 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)

1 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
2 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
3 Member has objected to the proposed Settlement, and one (1) Class Member, **Devin R Shecklen**,
4 has requested exclusion.

5 4. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of the Class. The Court finds and
8 determines that the notice provided in this case was the best notice practicable, which satisfied the
9 requirements of law and due process. Notice was provided to the Class Members in compliance
10 with the Settlement Agreement and Preliminary Approval Order, California Code of Civil
11 Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States
12 Constitutions, and any other applicable law. Specifically, the Class Notice: (i) fully and accurately
13 informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so
14 that Class Members were able to decide whether to opt-out and pursue their own remedies, or
15 object to the proposed Settlement; (iii) provided procedures for Class Members to request
16 exclusion from the Settlement, to state written objections to the proposed Settlement, to dispute
17 the number of workweeks, and to appear at the hearing; (iv) provided the time, date and place of
18 the final approval hearing; and (v) provided the Notice in both English and Spanish. A full
19 opportunity has been afforded to the Class Members to participate in this hearing and all Settlement
20 Class Members and other persons wishing to be heard have been heard. Accordingly, the Court
21 determines that all Settlement Class Members that did not submit a request for exclusion are bound
22 by this Final Approval Order.

23 5. With respect to the Class and for purposes of approving this Settlement only, this
24 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
25 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
26 class and a well-defined community of interest among members of the Class with respect to the
27 subject matter of the action; (c) the claims of Class Representatives Timothy McCormick, Michael
28 Kindt, Kelly Carter, Carlos Aterrado, Alex Martinez, and Eric Aragaki are typical of the claims of

1 the Class Members; (d) the Class Representatives have fairly and adequately protected the interests
2 of the Class; (e) a class action is superior to other available methods for an efficient adjudication
3 of this controversy; and (f) counsel of record for the Class Representatives are qualified to serve
4 as Class Counsel. In negotiating, entering and implementing the Settlement Agreement, Plaintiffs
5 and Plaintiffs' counsel have fairly and adequately represented and protected the interest of the
6 Class Members.

7 6. The Court has certified a Class for settlement purposes only, defined as "all persons
8 employed by Amerifleet in California and classified as a non-exempt employee who worked for
9 Amerifleet during the Class Period" (from July 15, 2019, to December 7, 2024). The Court deems
10 this definition sufficient for purposes of California Rules of Court, Rule 3.765(a). The Court further
11 finds that the Settlement satisfies the standards and applicable requirements for final approval of
12 this class action settlement under California law, including the provisions of California Code of
13 Civil Procedure sections 382 and California Rules of Court, Rule 3.769, and applicable law.

14 7. The Court hereby confirms Arrash T. Fattahi, Arman A. Salehi, and Courtney M.
15 Miller, and of Wilshire Law Firm, PLC as Class Counsel.

16 8. The Court hereby confirms Plaintiffs as the Class Representatives.

17 9. The Court finds and determines that the terms of the Settlement are fair, reasonable,
18 and adequate, and directs the Parties to effectuate the Settlement to be binding on all Class
19 Members according to its terms, having found that the Settlement was reached because of informed
20 and non-collusive arm's length negotiations facilitated by a neutral mediator.

21 10. The Court finds that the Parties conducted adequate investigation, research, and
22 discovery, and that their attorneys were able to reasonably evaluate their respective positions. The
23 Court also finds that the Settlement will enable the Parties to avoid additional and potentially
24 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
25 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
26 recognizes the significant value accorded to the Class. Accordingly, the Court finally **APPROVES**
27 of the terms and conditions contained in the Settlement Agreement as to the Settlement Class
28 Members and the PAGA Releasees. The Court finds that the Settlement is, in all respects, fair,

1 reasonable, adequate, and in the best interests of the Settlement Class Members and PAGA
2 Releasees and hereby directs implementation of all remaining terms, conditions, and provisions of
3 the Settlement Agreement.

4 11. The Court hereby approves that Defendant Amerifleet Transportation, Inc. shall pay
5 a total of **\$435,000.00** to resolve this litigation.

6 12. The Court finds and determines that the Individual Settlement Payments to be paid
7 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
8 hereby gives final approval to and orders the payment of those amounts to be made to the
9 Settlement Class Members in accordance with the Settlement.

10 13. Pursuant to Labor Code section 2699, subdivision (l)(2), the Court also approves of
11 the Settlement's provisions relating to settlement of claims under the Labor Code Private Attorneys
12 General Act of 2004, Labor Code section 2698, et seq. ("PAGA").

13 14. From the Settlement Amount, the Court finds and determines that payment of
14 **\$20,000.00** in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
15 Workforce Development Agency will receive 75% (\$15,000.00), and the remaining 25%
16 (\$5,000.00) will be distributed to Aggrieved Employees (defined as a person employed by
17 Amerifleet in California and classified as a non-exempt employee who worked for Amerifleet
18 during the PAGA Period [May 1, 2022, to December 7, 2024]. Where applicable, this definition
19 also includes the Labor and Workforce Development Agency ("LWDA") and the State of
20 California). The Court hereby grants final approval to and orders the payment of the amount in
21 accordance with the Settlement.

22 15. From the Settlement Amount, the Court finds and determines the Class
23 Representative Service Award of **\$7,500.00** to each of the named Plaintiffs is fair and reasonable
24 (totaling **\$45,000.00**). The Court hereby grants final approval to and orders the payment of that
25 amount to be paid to each of the named Plaintiffs for their service as a class representative and for
26 their agreement to release claims.

27 16. From the Settlement Amount, the Court finds and determines that the fees and
28 expenses in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount

1 of **\$7,650.00** are fair and reasonable. The Court hereby grants final approval to and orders the
2 payment of that amount in accordance with the Settlement.

3 17. From the Settlement Amount, the Court hereby awards Class Counsel's attorneys'
4 fees in the amount of **\$145,000.00** and litigation costs in the amount of **\$5,324.32**. The Court
5 hereby grants final approval to and orders the payment of those amounts in accordance with the
6 Settlement.

7 18. No later than 30 days after the Effective Date, Defendant shall fully fund the Gross
8 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the
9 Effective Date.

10 19. The "Effective Date" means the date by when both of the following have occurred:
11 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
12 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
13 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
14 one or more Participating Class Members objects to the Settlement, the day after the deadline for
15 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
16 day after the appellate court affirms the Judgment and issues a remittitur.

17 20. Within 14 days after Defendant funds the Gross Settlement Amount, the
18 Administrator shall mail checks for all Individual Class Payments, Individual PAGA Payments,
19 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
20 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
21 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
22 Payment and the Class Representative Service Payments shall not precede disbursement of
23 Individual Class Payments and Individual PAGA Payments.

24 21. The Court finds that the Parties adequately performed their obligations under the
25 Settlement Agreement and Preliminary Approval Order.

26 22. The Court orders the Parties and Administrator to comply with and carry out all
27 terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict
28 with this order, in which case the provisions of this order shall take precedence and supersede the

1 Settlement Agreement.

2 23. Without affecting the finality of this Order or the entry of judgment in any way, this
3 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
4 administration, effectuation and enforcement of this order and the Settlement.

5 24. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
6 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

7 25. The Settlement Agreement is not a concession or admission and shall not be used
8 against Defendant, or by any other Released Party, as an admission of fault or indication with
9 respect to any claim of any fault or omission by Defendant or any other Released Party. Except as
10 necessary to enforce the terms of the Settlement Agreement, neither the Settlement, nor any
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
13 deemed to be in evidence for any purpose adverse to the Defendant or any Released Party,
14 including, but not limited to, evidence of a presumption, concession, indication or admission by
15 Defendant or any of the other Released Parties of any liability, fault, wrongdoing, omission,
16 concession, or damage, except for legal proceedings concerning the implementation, interpretation,
17 or enforcement of the Settlement Agreement.

18 26. The Parties will bear their own costs and attorneys' fees except as otherwise
19 provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

20 27. All checks mailed to the Class Members must be cashed within 180 days from the
21 date of issuance. If a Class Member fails to cash his/her check by the deadline, then the Settlement
22 Administrator shall transmit the funds represented by such checks to the California Controller's
23 Unclaimed Property Fund in the name of the Class Member leaving no "unpaid residue." The Court
24 finds that this meets the requirements of Code of Civil Procedure section 384.

25 28. The Settlement Administrator shall give notice of judgment to Settlement Class
26 Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and
27 final judgment on its website.

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1 29. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6,
2 and California Rule of Court 3.769(h), the Court retains continuing jurisdiction over the Action
3 and the Settlement for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing
4 settlement administration matters, and **(c)** addressing such post-judgment matters as may be
5 appropriate under court rules or applicable law.

6 30. This final judgment is intended to be a final disposition of the above-captioned
7 action in its entirety and is intended to be immediately appealable. This final judgment resolves
8 and extinguishes all claims released by the Settlement Agreement against Defendant.

9 31. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to
10 enter judgment in accordance with the terms of this Final Approval Order as of the date of this
11 order. By operation of the entry of this Final Approval Order, the Parties and Settlement Class
12 Members are ordered to perform their respective duties and obligations under the Settlement
13 Agreement.

14 32. **Notice of Judgment.** Plaintiffs are to give notice to all Class Members of this Final
15 Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a
16 Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

17 33. **Copy to LWDA.** Within 10 days of entry of this Final Approval Order and
18 Judgment, Plaintiffs shall provide a copy of this Final Approval Order and Judgment to the LWDA,
19 pursuant to Labor Code Section 2699, subdivisions (1), (3), & (4).

20 34. Upon completion of administration of the Settlement, the Settlement Administrator
21 will provide written certification of such completion to the Court, which shall be filed with the
22 Court fifteen (15) days before the settlement compliance hearing set for _____, 2027, at
23 _____ a.m. If the Court is satisfied that the settlement funds have been fully distributed, no
24 appearance will be required at the settlement compliance hearing.

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1 35. The Court hereby enters final judgment in accordance with the terms of the
2 Settlement, the Order granting Plaintiffs' Motion for Preliminary Approval of Class Action and
3 PAGA Settlement, and this Order.

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED. LET JUDGMENT BE**
5 **ENTERED ACCORDINGLY.**

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7 Dated: _____

8 HONORABLE TIMOTHY P. DILLON
9 JUDGE OF THE SUPERIOR COURT
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