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and YALMAR PASTORA

[Additional counsel and party listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RICHARD RICO, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

v.

PREMIER LOGISTICS &
TRANSPORTATIONS, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2023-00334466

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT,
ATTORNEYS' FEES AND EXPENSES,
AND ENHANCEMENT AWARD AND
ENTERING JUDGMENT**

*[Filed concurrently with Notice of Motion;
Memorandum of Points and Authorities;
Declaration of Enoch J. Kim; Declaration of David
Yeremian; Declaration of Karl Gerber; and
Declaration of Ryan McNamee;]*

Date: December 5, 2025
Time: 9:00 a.m.
Location: Department 23

Original Complaint Filed: February 8, 2023
Amended Complaint: June 1, 2023
Second Amended Complaint: Sept. 11, 2023
Trial Date: None Set

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11 and YALMAR PASTORA

ORDER

Plaintiffs Richard Rico and Yalmar Pastora (“Plaintiffs”), on behalf of themselves and other similarly situated employees of Defendant Premier Logistics and Transportations (“Defendant”) (collectively, “the Parties”), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement, Attorneys’ Fees and Expenses, and Enhancement Award (“Motion”). The Motion was set for hearing on December 5, 2025, at 9:00 a.m. in Department 23 of the Sacramento County Superior Court located at 720 9th St., Sacramento, California 95814. The Court, having considered the Class Action and PAGA Settlement Agreement, Amendment to the Class Action and Private Attorneys General Act Settlement and Release Agreement (which collectively constitutes the “Settlement Agreement” or “Settlement” and are attached as **Exhibit 1** to this Final Approval Order), the Notice of Class and PAGA Action Settlement (“Notice,” which is attached as **Exhibit 2** to this Final Approval Order), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all current and former non-exempt employees of Defendant Premier Logistics and Transportations (“Defendant”), in California during the Class Period, which is February 8, 2019, through July 9, 2024 (“Class Members” or “the Class”).

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

1 4. Distribution of the Notice directed to the Class Members, as set forth in the
2 Settlement Agreement, has been completed in conformity with the Court's July 21, 2025 Order
3 Granting Preliminary Approval of Settlement ("Preliminary Approval Order"), including
4 individual notice to all Class Members who could be identified through reasonable effort, and was
5 the best notice practicable under the circumstances. The Notice provided due and adequate notice
6 of the proceedings and of the matters set forth in the Preliminary Approval Order, including the
7 proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements
8 of California law, the California and United States Constitutions (including the Due Process
9 Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule
10 3.766, and any other applicable law. The Notice also provided due and adequate notice to Class
11 Members of their right to exclude themselves from the Settlement, as well as their right to object
12 to any aspect of the proposed Settlement.

13 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
14 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
15 reference, the Court finds the Settlement was entered into in good faith and further finds that the
16 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
17 Settlement Class Members. Plaintiffs have satisfied the standards and applicable requirements for
18 final approval of this class action Settlement under California law, including the provisions of
19 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule
20 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*,
21 4 Cal. 3d 800, 821 (1971).

22 6. The Court approves the Settlement as set forth in the Settlement Agreement and
23 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
24 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
25 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-
26 length negotiations. In granting final approval of the Settlement Agreement, the Court considered
27 the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
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1 settlement proceeds among the Settlement Class Members, and the fact that a settlement represents
2 a compromise of the Parties' respective positions rather than the result of a finding of liability at
3 trial. Additionally, the Court finds that the terms of the Settlement Agreement had no obvious
4 deficiencies and did not improperly grant preferential treatment to any individual Class Member.
5 Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

6 7. As of the date Defendant funds the Gross Settlement Amount and employer payroll
7 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, all Participating Class
8 Members and all Aggrieved Employees shall be bound by the releases set forth in the Settlement
9 Agreement.

10 8. No individuals have opted out from the Settlement, and therefore 100% of Class
11 Members are Participating Class Members.

12 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
13 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
14 allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any
15 claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

16 10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
17 adequately represented the Class for purposes of entering into and implementing the Settlement.

18 11. The Court finds the \$700,000.00 Gross Settlement Amount provided for under the
19 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
20 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
21 following deductions from the Gross Settlement Amount: (1) \$233,333.33 for attorneys' fees to
22 Class Counsel; (2) \$17,540.50 for attorneys' litigation expenses to Class Counsel; (3) Class
23 Representative Enhancement Awards of \$5,000.00 to Plaintiff Richard Rico and \$5,000.00 to
24 Plaintiff Yalmar Pastora; (4) PAGA Penalties of \$75,000.00 for claims asserted under California's
25 Private Attorneys General Act ("PAGA"), of which 75% will be payable to the California Labor
26 and Workforce Development Agency ("LWDA") and 25% will be payable to the Aggrieved
27 Employees on a *pro rata* basis ("PAGA Settlement Payment"); and (5) \$7,500.00 for Settlement
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1 Administrator Costs to Apex Class Action, LLC (“Apex”). The Net Settlement Amount available
2 for distribution to the Class is approximately \$356,626.17.

3 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
4 set forth in Class Counsel’s application, an award of attorneys’ fees in the amount of \$233,333.33
5 and for costs and expenses in the amount of \$17,540.50 as final payment for and complete
6 satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel is
7 hereby granted. The Court finds that Class Counsel’s request falls within the range of
8 reasonableness and that the result achieved justifies the award and that the requested expenses were
9 reasonably incurred. The payment of attorneys’ fees and costs to Class Counsel shall be made
10 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.
11 The Court shall examine the final accounting at a Compliance Hearing set on _____
12 at 10:30 a.m. in Department 23.

13 13. It is ordered that a Class Representative Enhancement Awards of \$5,000.00 for
14 Plaintiff Richard Rico and \$5,000.00 for Plaintiff Yalmar Pastora are fair and reasonable as a
15 service award for their service to the Class.

16 14. The Court further approves the payment of \$7,500.00 to Phoenix to cover the costs
17 of administration as provided for in the Settlement Agreement. The payment authorized by this
18 paragraph shall be made in accordance with the terms of the Settlement Agreement.

19 15. The Court also approves the PAGA Penalties payment of \$75,000.00 for claims
20 asserted under PAGA, with 75% (\$56,250.00) payable to the LWDA and the other 25%
21 (\$18,750.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the Settlement
22 Agreement). The PAGA Penalties payment shall be made from the Gross Settlement Amount in
23 accordance with the terms of the Settlement Agreement.

24 16. The Court finds the settlement payments from the Net Settlement Amount provided
25 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves
26 and orders the calculations and the payments to be made and administered to the Settlement Class
27 Members in accordance with the terms of the Settlement Agreement. The settlement payments
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1 authorized by this paragraph shall be made in accordance with the terms of the Settlement
2 Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class
3 Payments and Individual PAGA Payments to the Class, all funds from any uncashed checks
4 remaining in the Net Settlement Amount shall be distributed to the Controller of the State of
5 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
6 *seq.*, for the benefit of those Participating Class Members who did not cash their checks until such
7 time that they claim their property.

8 17. Defendant shall not be required to pay any additional amounts in connection with
9 the Settlement other than those amounts specifically set forth in the Settlement Agreement.

10 18. Without affecting the finality of the Settlement, this Order, or Final Judgment, this
11 Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
12 jurisdiction over the above-captioned action and the Parties, including all Participating Class
13 Members, relating to the Action and the administration, consummation, enforcement and
14 interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary
15 purpose.

16 19. Neither this Final Approval Order nor the Settlement Agreement (nor any other
17 document referred to in this Final Approval Order, nor any action taken to carry out this Final
18 Approval Order) is, may be construed as, or may be used as, an admission or concession by or
19 against Defendant or the Released Parties of the validity of any claim or any actual or potential
20 fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any
21 negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an
22 admission or concession as to the Defendant's denials or defenses and shall not be offered or
23 received in evidence in any action or proceeding against any party in any court, administrative
24 agency, or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to
25 enforce the provisions of this Final Approval Order and the Settlement Agreement; *provided*,
26 *however*, that this Final Approval Order and the Settlement Agreement may be filed in any action
27 against or by Defendant or the Released Parties to support a defense of *res judicata*, collateral
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1 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or
2 any other theory of claim preclusion, issue preclusion, or similar defense.

3 20. The final order shall constitute the final judgment.

4 21. There is no reason to delay the enforcement of this Final Approval Order and the
5 Final Judgment.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____, 2025

Honorable Jill Talley
Judge of the Superior Court