

FILED

AUG 28 2025

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

[Signature]

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

ANA ORTEGA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

AGGRESSIVE TRANSPORT LTD-USA,
a California Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CV-23-003207

*[Assigned to Hon. John R. Mayne, Dept 21, for
all purposes]*

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT

Complaint filed: June 8, 2023

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing in Department 21 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Aggressive Transport Ltd-USA. 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 Agreement was entered by all

¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on July 30, 2025.

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

1 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice
2 having been given to the Class, and the Court having considered the Settlement Agreement, all
3 papers filed and proceedings had herein and all oral and written comments received regarding the
4 proposed settlement, and having reviewed the record in this Litigation, and good cause
5 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 Defendant. The Court finally appoints Plaintiff as Class
11 Representative, and further appoints Brian Mankin and Misty Lauby of Lauby Mankin Lauby
12 LLP as Class Counsel.

13 3. 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 and who drove in California at any time during the Class Period of June 8, 2019, through
16 October 25, 2024." The Court deems this definition sufficient for purposes of California Rules
17 of Court, rule 3.765(a).

18 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all
19 current and former California resident truck drivers employed by Defendant and who drove in
20 California at any time during the PAGA Period of June 8, 2022, through October 25, 2024."

21 5. The Court finds that the distribution of the Class Notice (attached as Exhibit "B"
22 to the Declaration of Kevin Lee filed on July 30, 2025), as provided for in the Order Granting
23 Preliminary Approval for the Settlement, constituted the best notice practicable under the
24 circumstances to all Class Members and fully met the requirements of California law and due
25 process under the California and United States Constitution. Based on evidence and other
26 material submitted, the actual notice to the class was adequate.

27 6. The Court finds that the instant Action presented a good faith dispute of the
28 claims alleged, and the Court finds in favor of settlement approval.

1 7. The Released Class Claims on behalf of the Participating Class Members
2 included:

3 All claims stated in the Complaint and those based solely upon the
4 facts in the complaint, including: (a) failure to pay minimum wages,
5 (b) failure to pay nonproductive time under Labor Code 226.2, (c)
6 failure to reimburse business expenses; (d) failure to failure to timely
7 pay wages upon separation of employment, (e) failure to provide
8 accurate itemized wage statements, (f) unfair and unlawful
9 competition, and (h) all other claims for statutory penalties based on
10 the facts or claims alleged in the Complaint. The time period
11 governing the Released Class Claims shall be the Class Period.

12 8. The Released PAGA Claims included:

13 All PAGA claims that Plaintiff alleged against the Released Parties,
14 on behalf of the Aggrieved Employees and the State of California,
15 based on the facts stated in the Complaint and in the LWDA notice
16 letter, including all PAGA claims seeking civil penalties premised
17 upon: (a) failure to pay minimum wages, (b) pay nonproductive time
18 under Labor Code § 226.2, (c) failure to reimburse business
19 expenses, (d) failure to timely pay wages (§204)(e) failure to failure
20 to timely pay wages each period and upon separation of
21 employment, (f) failure to provide accurate itemized wage
22 statements, and (g) all other claims for civil penalties recoverable
23 under the Private Attorneys General Act, Labor Code §§ 2698 *et*
24 *seq.* based on the facts or claims alleged in the Complaint. The time
25 period governing the Released PAGA Claims shall be any time
26 during the PAGA Period.

27 9. There were no Objections and no Requests for Exclusion from the Settlement.

28 Thus, all Participating Class Members are entitled to an Individual Class Payment pursuant to the

1 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual
2 PAGA Payment, constituting a pro rata share of PAGA Penalties.

3 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
4 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
5 Parties are directed to perform in accordance with the terms set forth in the Settlement
6 Agreement and this Order and Judgment.

7 11. The Parties are to bear their own costs, except as otherwise provided in the
8 Settlement Agreement and this Order and Judgment.

9 12. With respect to the Class and for purposes of approving this Settlement, this Court
10 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
11 joinder of all members is impracticable; (b) there are questions of law or fact common to the
12 Class Members, and there is a well-defined community of interest among the Class Members
13 with respect to the subject matter of the Action; (c) the claims of Class Representative are typical
14 of the claims of the Class Members; (d) the Class Representative has fairly and adequately
15 protected the interests of the Class Members; (e) a class action is superior to other available
16 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
17 Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
18 individual and representative capacity and for the Class.

19 13. By this Order and Judgment, the Class Representative shall release, relinquish,
20 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
21 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
22 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
23 discharged all Released Class Claims.

24 14. By this Order and Judgment, Plaintiff and the State of California and its LWDA
25 shall fully, finally, and forever release, relinquish and discharge Defendant and the Released
26 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
27 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
28 doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of California and its

1 LWDA, and Aggrieved Employees, to the fullest extent permitted by applicable law. See *Arias*
2 v. *Superior Court*, 46 Cal.4th 969 (2009).

3 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
4 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
5 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
6 Final Approval Order, the Settlement, or the Judgment nor any document referred to herein, nor
7 any action taken to carry out the Settlement are, may be construed as, or may be used as an
8 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,
9 or liability whatsoever.

10 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
11 \$450,000. From this amount, Class Counsel sought an award of attorney's fees of \$150,000.00,
12 litigation expenses of \$22,310.71, a Service Award of \$10,000 to Plaintiff and Class
13 Representative Ana Ortega, Settlement Administrator Costs of \$7,000 to Phoenix Settlement
14 Administrators, and \$30,000 to PAGA Penalties (with 75% or \$22,500 to the LWDA and 25% or
15 \$7,500 to the Aggrieved Employees. Defendant does not oppose these requests. The Court finds
16 that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth
17 below from the Settlement Amount:

- 18 A. \$150,000.00 to Class Counsel for attorneys' fees;
- 19 B. \$22,210.98 to Class Counsel for costs/expenses;
- 20 C. \$10,000 to Class Representative Ana Ortega as a Service Award;
- 21 D. \$7,000 to the Settlement Administrator, Phoenix Settlement
22 Administrators;
- 23 E. \$22,500 to the LWDA;
- 24 F. \$7,500 to the Aggrieved Employees;
- 25 G. After deducting the foregoing payments from the Settlement Amount, the
26 remainder shall form the Net Settlement Amount payable to the
27 Participating Class Members as set forth in the Settlement Agreement and
28 as calculated by the Settlement Administrator.

17. Defendant Aggressive Transport Ltd-USA is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees' Individual PAGA Payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
Completed	<u>Payment #1 Paid:</u> In accordance with the Settlement Agreement, Defendant funded \$225,000, which is one-half of the Settlement Amount, plus Defendant's share of payroll taxes, on into the Administrator's QSF on June 25, 2025. The Administrator shall hold these funds in an interest bearing account, pending receipt of the full Settlement Amount.
April 30, 2026	<u>Payment #2 Due:</u> Defendant is ordered to fund the remaining \$225,000, which is one-half the Settlement Amount, plus Defendant's share of payroll taxes owed on Individual Class Payments.
May 11, 2026	Administrator is directed to disburse the Settlement Amount in accordance with this Order and the Settlement Agreement to Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel for fees and costs, and the Administrator for the Court-awarded amounts.
November 7, 2026	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
December 14, 2026	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.

1
2 Date: January 6, 2027

Compliance Hearing.

3 Time: 8:30 a.m.

4
5 18. In the event that Defendant fails to timely make any payment outlined above
6 within 5 calendar days of the due date, Class Counsel shall send a "Notice of default" to Defense
7 Counsel. Defendant will then have seven (7) calendar days after issuance of the notice of default
8 to cure and bring all payments up to the current required amount due. If Defendant fails to
9 timely cure the late payment, all remaining balances shall immediately become due and payable.

10 19. The envelope transmitting the settlement checks shall bear the notation "YOUR
11 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the
12 settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement
13 Administrator shall include a Notice of Entry of Judgment to all Class Members either on a
14 postcard or as a detachable portion of the check for the Participating Class Members, noting the
15 following: "Please be advised that on [INSERT DATE] the Superior Court of California for the
16 County of Stanislaus entered Judgment in the case entitled *Ortega v. Aggressive Transport Ltd-*
17 *USA*, Case No. CV-23-003207, on behalf of the Participating Class Members (which includes
18 "All current and former California resident truck drivers employed by Defendant and who drove
19 in California at any time during the Class Period of June 8, 2019, through October 25, 2024.").

20 20. Participating Class Members and Aggrieved Employees shall have 180 days to
21 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
22 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
23 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
24 the deadline to cash the check. In the event that a Participating Class Members and/or Aggrieved
25 Employees does not negotiate his/her check within this time period, the check will be canceled.
26 The value of the unclaimed funds in the Settlement Administrator's account as a result of a
27 failure to timely cash a settlement check shall be issued to the California State Controller in the
28 name of the Class Member and/or Aggrieved Employee.

21. Notice of this Court's order granting final approval and judgment shall be posted on the Settlement Administrator's website for a period of at least 90 days.

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

IT IS SO ORDERED.

Dated:

Hon. John R. Mayne