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JAN 27 2026
Filed
STEPHANIE BOHRER, CLERK
By [Signature]
DEPUTY

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DALLAS KELLER, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BOBCAT CENTRAL, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: STK-CV-UOE-2023-0001968

Assigned for All Purposes to:
Honorable Blanca A. Banuelos
Department 10B

CLASS ACTION

93
**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: January 27, 2026
Hearing Time: 9:00 a.m.
Hearing Place: Department 10B

Complaint Filed: February 28, 2023
FAC Filed: January 31, 2024
SAC Filed: December 12, 2024
Trial Date: None Set

DEC 22 2025

1 The Court, having read the papers filed regarding Plaintiffs Dallas Keller and Joel Rojas'
2 ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
3 and Class Representative Enhancement Payments, and after considering the papers submitted in
4 support of the motion, including the Joint Stipulation and Settlement Agreement ("Settlement
5 Agreement," "Settlement," or "Agreement"), FINDS AND ORDERS as follows:

6 On April 18, 2025, Plaintiffs and Defendants Bobcat Central, Inc. and DNF, Inc.
7 ("Defendant") entered the Settlement Agreement.

8 On July 8, 2025, the Court entered an Order preliminarily approving the settlement of this
9 lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section 382
10 and Rule of Court 3.769, ordering notice to be sent to the Class Members, and providing the
11 Class Members with an opportunity to object to the Settlement, exclude themselves from the
12 Settlement, or submit a Claim Form.

13 On January 27, 2026, the Court held a Final Approval Hearing.

14 1. Incorporation of Other Documents. This Order of Final Approval and
15 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
16 provided herein, all the capitalized terms in this Order and Judgment shall have the same
17 meaning as set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated, and all the
19 Class Members have been given the opportunity to request exclusion from the Settlement, the
20 Court has personal jurisdiction with respect to the claims of all the Class Members. The Court
21 has subject matter jurisdiction over this matter, including jurisdiction to approve the Settlement
22 and grant final certification of the Class.

23 3. Final Class Certification. The Court finds that the Class satisfies all the
24 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
25 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid
26 or non-exempt employees employed by Defendant within the State of California at any time
27 during the period from February 28, 2019, through January 30, 2025 ("Class," "Class Members,"
28

1 and "Class Period"). There are currently one hundred thirty-eight (138) Class Members who
2 submitted timely and valid Claim Forms ("Claimants").

3 4. Adequacy of Representation. Class Counsel have fully and adequately
4 represented the Class for purposes of entering and implementing the Settlement and have
5 satisfied the requirements of Code of Civil Procedure section 382.

6 5. Notice Packet. The Court finds that the Notice of Class Action Settlement
7 and Claim Form ("Notice Packet") and its distribution to the Class Members have been
8 implemented pursuant to the Agreement and Preliminary Approval Order and that it:

- 9 a. Constitutes notice reasonably calculated to apprise the Class Members of:
10 (i) pendency of this lawsuit; (ii) material terms and provisions of the
11 Settlement and their rights under the Settlement; (iii) their right to object
12 to any aspect of the Settlement; (iv) their right to exclude themselves from
13 the Settlement; (v) their right to claim settlement payments by submitting
14 a Claim Form; (vi) their right to appear at the Final Approval Hearing; and
15 (vii) binding effect of the orders and judgment in this lawsuit on all the
16 Class Members who do not request exclusion from the Settlement
17 ("Settlement Class Members");
18 b. Constitutes notice that fully satisfied the requirements of Code of Civil
19 Procedure section 382, Rule of Court 3.769, and due process;
20 c. Constitutes the best practicable notice to the Class Members under the
21 circumstances of this lawsuit; and
22 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

23 6. Enforcement of Settlement. Nothing in this Order and Judgment shall
24 preclude any action to enforce the terms and provisions of the Settlement.

25 7. Binding Effect. The terms and provisions of the Agreement and this Order
26 and Judgment are binding on the Settlement Class Members and Private Attorneys General Act
27 of 2004 ("PAGA") Aggrieved Employees.

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1 8. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into good faith and are the product of arm's-length negotiations by
3 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 9. Release of Claims by the Class Members. Upon the Effective Date and
8 Defendant funding the Maximum Settlement Amount, Plaintiffs and all the Settlement Class
9 Members will be deemed to have fully, finally, and forever released, settled, compromised,
10 relinquished, and discharged all Released Claims with respect to the Released Parties.

11 a. General Release by the Class Representatives. As a condition of the class
12 action settlement, Plaintiffs shall provide a separate general release with
13 respect to the Released Parties. Moreover, upon the Effective Date and
14 Defendant funding the Maximum Settlement Amount, Plaintiffs expressly
15 waive and relinquish any rights or benefits available under the provisions
16 of section 1542 of the Civil Code.

17 b. Released Parties. The Released Parties include Defendant and its parents,
18 owners, shareholders, managers, members, predecessors, successors, all
19 affiliates, subsidiaries, officers, directors, members, agents (including any
20 investment bankers, accountants, insurers, reinsurers, attorneys and any
21 past, present, or future officers, directors, and employees), employees, and
22 stockholders.

23 10. Gross Settlement Amount. The Court approves the payment of the Gross
24 Settlement Amount of \$811,134 to be paid by Defendant.¹

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27 ¹ Pursuant to paragraph 118 of the Settlement Agreement, Phoenix determined that the
28 Escalator Clause had been triggered, resulting in the Maximum Settlement Amount
increasing to \$811,134. Since the attorneys' fees is thirty-five percent (35%) of the

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11. Attorneys' Fees and Costs. The Court finds the payment of the attorneys' fees of \$283,896.90 (35% of the Maximum Settlement Amount) to Class Counsel to be reasonable and appropriate. The Court finds the payment of the attorneys' costs of \$21,651.79 to Class Counsel to be reasonable and appropriate. Such attorneys' fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and costs incurred by Plaintiffs or Class Members in connection with or related in any manner to this matter.

a. The courts have an independent right and responsibility to review attorneys' fees and to only award so much as determined to be reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The attorneys' fees requested by Class Counsel is also supported by use of the percentage fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risks undertaken, difficult nature of this litigation, skills required to deal with these issues, percentage fees award in other cases, and contingent fees charged in private marketplace, the Court approves the payment of the attorneys' fees of \$283,896.90 to Class Counsel.

b. The Court reviewed the Declaration of Douglas Han regarding the attorneys' costs expended in the prosecution of this lawsuit. Under the terms of the Settlement Agreement, Class Counsel may seek reimbursement of up to \$25,000 for attorneys' costs. The Court finds that the attorneys' costs expended by Class Counsel in this lawsuit were reasonable and appropriate. The Court approves the payment of the

Maximum Settlement Amount, this resulted in the attorneys' fees increasing to \$283,896.60.

attorneys' costs of \$21,651.79 to Class Counsel as reimbursement for the litigation costs and expenses incurred.

12. Class Representative Enhancement Payments. The Court finds the payment of the Class Representative Enhancement Payments of \$10,000 to each Plaintiff (totaling \$20,000) to be reasonable and appropriate. The Class Representative Enhancement Payments are to be paid pursuant to the terms and provisions set forth in the Agreement.

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk that they incurred in conferring a benefit on the other class members. Such enhancement payments are appropriate if they are necessary to induce individuals to participate in the lawsuit. The criteria that the courts may consider include when awarding enhancement payments are: (i) risk in commencing lawsuit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) received.

b. The Court reviewed Plaintiffs' declarations outlining Plaintiffs' involvement in the case. Given the risks inherent in the services as the class representatives, duration of the case and time involved, and benefits created for the Class Members, the Court approves the payment of the Class Representative Enhancement Payments of \$10,000 to each Plaintiff.

13. Claims Administration Costs. The Court finds the payment of the Claims Administration Costs of \$8,950 to the Class Administrator to be reasonable and appropriate. The Claims Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the Declaration of Mayra Gonzalez from Phoenix Class Action Administration Solutions, the Court-approved Claims Administrator. The Court finds that the notice provided to the Class Members constitutes the best practicable notice to the Class Members and

satisfied due process. The Court approves the payment of the Class Administration Costs of \$8,950 to the Administrator for the costs incurred pursuant to administering the settlement.

14. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five percent (75%) of which (\$37,500) will be paid by Defendant to the California Labor and Workforce Development Agency and twenty-five percent (25%) of which (\$12,500) will be distributed to all the PAGA Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

15. Funding of the Maximum Settlement Amount. On the Effective Date, Defendant will also deposit all Court-approved payments from the Maximum Settlement Amount into the Qualified Settlement Fund account. Within fourteen (14) calendar days of the funding the Maximum Settlement Amount, all the payments due under the Settlement will be sent out to the appropriate persons and entities.

16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend that the Settlement was the product of arm's-length negotiations following litigation, discovery, and exchange of documentation. The negotiations were facilitated with the assistance of the mediator Brandon McKelvey, an experienced and well-respected class action mediator.

- a. The fairness of the Settlement is demonstrated by the fact that there are no Notices of Objection to and no Requests for Exclusion.
- b. The fairness of the Settlement is further demonstrated by the *average* Individual Settlement Payment being around \$1,961.99 and *highest* Individual Settlement Share being about \$6,065.63.

17. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Claimants will be negotiable for at least one hundred eighty (180) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days

1 after their issuance will be transmitted to California Controller's Unclaimed Property Fund in the
2 name of the Claimant.

3 18. Modification of the Settlement Agreement. The Settlement Agreement
4 may be amended or modified only by a written instrument signed by the Parties and their counsel
5 or their successors-in-interest. Such amendments or modifications shall be consistent with this
6 Order and Judgment and cannot limit the rights of Settlement Class Members.

7 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
8 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
9 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
10 and for any other necessary purpose, including, without limitation:

- 11 a. Entering such additional orders as may be necessary or appropriate to
12 protect or effectuate this Order and Judgment approving the Settlement
13 Agreement, and permanently enjoining Plaintiffs from initiating or
14 pursuing related proceedings, or to ensure the fair and orderly
15 administration of the Settlement Agreement;
- 16 b. Enforcing the terms and provisions of the Settlement Agreement and
17 resolving any disputes, claims, or causes of action in this lawsuit that, in
18 whole or in part, are related to or arise out of the Settlement Agreement or
19 this Order and Judgment; and
- 20 c. Entering any other necessary or appropriate orders to protect and
21 effectuate this Court's retention of continuing jurisdiction.

22 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
23 and Class Representative Enhancement Payments is GRANTED. The Claims Administrator is
24 directed to carry out the terms of the Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

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8 IT IS SO ORDERED.

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10 DATED: 1/27/26


11 HONORABLE BLANCA A. BANUELOS
12 SUPERIOR COURT JUDGE

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14 A Compliance Hearing is set for
15 January 13, 2027 at 9:00 am. A certification
16 of the class administration is to be filed no
17 later than 15 court days before the compliance
18 hearing.
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On January 27, 2026, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Keller, et al. v. Bobcat Central Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-982220-23**
Court Case No.: STK-CV-UOE-2023-0001968
San Joaquin County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 27, 2026, at Pasadena, California.



Mariah Anderson