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Attorneys for Plaintiff STETSON WHITEHEAD and all others similarly situated

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

STETSON WHITEHEAD, an individual; on
behalf of himself and all others similarly
situated,

Plaintiffs,

v.

GLS US FREIGHT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. STK-CV-UOE-2023-0012910

[Assigned for All Purposes to:
The Hon. Robert T. Waters, Dept. 11B]

**[PROPOSED] ORDER AND JUDGMENT
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES AND COSTS**

Date: October 1, 2025

Time: 9:00 a.m.

Dept: 11B

1 The Motion for Final Approval of Class Action Settlement (“Motion”) came before this
2 Court on October 1, 2025, at 9:00 a.m., in in Department 11B of the above-entitled court,
3 located at the Los Angeles Superior Court, 180 E. Weber Avenue, Stockton, California 95202.
4 Plaintiff Stetson Whitehead (“Plaintiff”) appeared through his attorneys of record. Defendant
5 GLS US Freight, Inc. (“Defendant”) (Plaintiff and Defendant collectively referred to herein as
6 the “Parties”) appeared through its attorneys of record.

7 The Court, having considered the Class Action and PAGA Settlement Agreement, and
8 (hereafter, “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Aaron Bartz in
9 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement and having
10 considered the Motion for Final Approval of Class Action Settlement (“Motion”), and having
11 considered the respective points and authorities and declarations submitted by the parties in
12 support of the Motions; and good cause appearing, HEREBY ORDERS, DECREES AND
13 ADJUDGES AS FOLLOWS:

14 1. This Judgment Granting Final Approval of Class Action Settlement
15 incorporates by reference the definitions set forth in the Settlement Agreement, and all terms
16 used herein shall have the same meanings as set forth in the Settlement Agreement.

17 2. The Court hereby approves the terms set forth in the Settlement Agreement and
18 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
19 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
20 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
21 and over all Parties to this proceeding, including Class Members.

22 3. This Court certifies a Settlement Class under California Code of Civil
23 Procedure section 382 for purposes of settlement only based on the reasons set forth in this
24 Judgment, and defined as follows:

25 All current and former non-exempt employees who have performed work
26 in the state of California for Defendant at any time during the period
27 beginning from November 30, 2019 through September 1, 2024.

28 4. Each member of the Settlement Class will release Defendant and the other

Released Parties pursuant to the terms of the Settlement Agreement. Plaintiff also releases the Released Parties pursuant to the terms of the Settlement Agreement.

5. The distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to the Class as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who could be identified through reasonable effort. As executed, the Class Notice was the best notice practicable under the circumstances. Class Members were afforded the opportunity to exclude themselves or object to the settlement. No Class Member objected to the settlement, and no class members excluded themselves from the settlement.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arms-length negotiations. Consummation of the settlement in accordance with the terms and provisions of the Settlement Agreement is therefore approved.

7. The Settlement Agreement is not an admission by Defendant, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. The Settlement Agreement and/or the fact of settlement, shall not be construed as an admission or concession by Defendant of any violations or failure to comply with applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with federal, state, local or other applicable law. Neither this Judgment, the Settlement Agreement, or any document referred to herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

8. The Gross Settlement Amount is \$1,600,000. The Gross Settlement Amount

1 shall represent the total consideration to be paid by Defendant in connection with this
2 settlement, except that Defendant shall also pay the employer's share of payroll taxes pursuant
3 to the Settlement Agreement. Defendant shall have no further liability for costs, expenses,
4 interest, taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided
5 in the Settlement Agreement.

6 9. The Court hereby confirms that named Plaintiff Stetson Whitehead is approved
7 as Class Representative, and awards incentive payment as follows: \$10,000 to Stetson
8 Whitehead. The payment of the Class Representative enhancement award shall be made in
9 accordance with the terms of the Settlement Agreement.

10 10. The Court hereby approves the following as Class Counsel: Aaron Bartz of
11 Bartz Law Group APC, and Walter Haines of United Employees Law Group PC. The Court
12 further awards Class Counsel the amount of \$533,333 in attorneys' fees. Class Counsel shall
13 also be awarded costs in the amount of \$14,000. The attorneys' fees and costs authorized by
14 this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

15 11. The Court further approves the payment of \$14,950 to Phoenix Class Action
16 Administration Solutions for the fees and costs of administering the settlement as set forth in
17 the Settlement Agreement. The payment authorized by this paragraph shall be paid in
18 accordance with the terms of the Settlement Agreement.

19 12. The Administrator shall promptly calculate and mail the checks to those Class
20 Members who have not opted out and cause to be paid attorneys' fees, taxes, costs, and
21 enhancements as approved by the Court and in accordance with the terms of the Settlement
22 Agreement. The envelope transmitting the settlement distribution to a class member shall
23 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A
24 Class Member must cash his or her Settlement Share check within 180 calendar days after it
25 is mailed to him or her. If the check remains uncashed by the expiration of the 180-day
26 period, the Administrator shall send those funds to the California State Controller Unclaimed
27 Property Fund, to be held in the class member's name until claimed. As such, no "unpaid
28

residue” under California Code of Civil Procedure section 384 will result from the Settlement.

13. Pursuant to PAGA, the LWDA has been given notice of the Settlement and Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the LWDA. The Court hereby grants approval of the portion of the Settlement Agreement resolving Plaintiffs’ PAGA Claims, including the settlement and release of the PAGA Claims from October 3, 2022 through September 1, 2024, as defined in the Settlement Agreement, and the payment of Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount to resolve the PAGA claims (“PAGA Penalties”), of which Thirty Seven Thousand Five Hundred Dollars (\$37,500) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion – Twelve Thousand Five Hundred Dollars (\$12,500) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved Employees shall be paid their portion of the Twelve Thousand Five Hundred Dollars (\$12,500) on a pro rata basis, based on their proportionate pay periods worked for Defendant from October 3, 2022 through September 1, 2024. The payment to each Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check to be mailed to the LWDA pursuant to the Settlement Agreement. The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the claims for civil penalties for the violations of the California Private Attorneys General Act of 2004 that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and/or the LWDA Letter during the PAGA Period.

1 14. The Parties agree that, upon final approval of the settlement, the Court shall enter
2 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
3 construction, interpretation, implementation and enforcement of the Settlement Agreement
4 according to its terms, over the administration and distribution of the settlement proceeds, and
5 other post-Judgment matters as are permitted by law.

6 15. This Judgment shall be entered pursuant to the Settlement Agreement and is
7 intended to effectuate the settlement as more fully described in the Settlement Agreement. In
8 the event that the settlement does not become effective in accordance with the terms of the
9 Settlement Agreement, then this Judgment shall be rendered null and void to the extent
10 provided by and in accordance with the Settlement Agreement and shall be vacated.

11 16. A Final Accounting is set for _____, 2026 at _____ a.m. in
12 Department 11B of the above-referenced Court, and no later than _____, the
13 parties shall file and serve a compliance report.

14 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

15
16
17 Dated: _____

Hon. Robert T. Waters
Judge of the Superior Court