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Michael Vitale, and the Class

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

VADIM SAVIN, JASMINE RODRIGUEZ, and
MICHAEL VITALE individually and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

vs.

FLEETLOGIX INC.; and DOES 1 through 25,
inclusive,

Defendant.

Case No. 37-2023-00051984-CU-OE-CTL

Honorable Michael D. Washington
Department C-73

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

Date: March 13, 2026
Time: 9:00 a.m.
Dept.: C-73

Complaint Filed: November 30, 2023
FAC Filed: June 30, 2025

1 Plaintiffs Jasmine Rodriguez and Michael Vitale’s (“Plaintiffs”) Motion for Final Approval of
2 Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and
3 Settlement Administration Costs came before this Court on March 13, 2026 at 9:00 a.m. before the
4 Honorable Michael D. Washington in Department C-73 of the above-captioned Court located at 330
5 West Broadway, San Diego, California 92101.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Annabel Blanchard), the Class Representatives (Jasmine Rodriguez and Michael Vitale), and the
11 Settlement Administrator (Apex Class Action, LLC), and the evidence and argument received by the
12 Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement
13 and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
14 AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendant Fleetlogix Inc. (“Defendant”) (collectively, with Plaintiffs, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All individuals who are current or former non-exempt employees of Defendant, and
20 who did not sign an arbitration agreement, and who were employed by Defendant in the State of
21 California at any time during the Class Period.” The “Class Period” is defined as the period from
22 October 1, 2021, through February 13, 2025.

23 3. The Court appoints Plaintiffs Jasmine Rodriguez and Michael Vitale as the Class
24 Representatives for settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
26 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
27 settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties. Notwithstanding these restrictions,
19 Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment,
20 the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to
21 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue
22 preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

23 8. The Court finds that two (2) Class Members, Ashraf Sascha Atta and Richard Olen,
24 have validly and timely opted out of the Class Settlement, and no Settlement Class Members have
25 objected to the Class Settlement.

26 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
27 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payment from
28 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$7,500.00 to

1 each Plaintiff (for a total of \$15,000.00).

2 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
3 to Class Counsel in the sum of \$285,250.00 and reimbursement of actual litigation costs and expenses
4 to Class Counsel in the sum of \$18,797.26. The attorneys' fees and reimbursement of litigation costs
5 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
6 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
7 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
8 obtained for the Class.

9 11. The Court approves and orders payment from the Gross Settlement Amount in the
10 amount of \$11,975.00 to Apex Class Action, LLC for performance of settlement administration
11 services.

12 12. The Court approves and orders payment in the amount of \$ 75,000.00 to the California
13 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
14 PAGA penalties.

15 13. It is hereby ordered that within twenty-one (21) business days after the Effective Date,
16 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
17 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

18 14. It is hereby ordered that within ten (10) business days after Defendant funds the Gross
19 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
20 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and
21 Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and
22 Settlement Administration Costs to itself.

23 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
24 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
25 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
26 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
27 Division in the name of the Settlement Class Member and/or PAGA Employee.

28 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs

1 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
2 compromised, relinquished, and discharged the Released Parties of all Released Class Claims.
3 “Released Class Claims” means any and all claims which were alleged or which could have been
4 reasonably alleged based on the factual allegations in the Operative Complaint, arising during the
5 Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime
6 and minimum wages, provide compliant meal and rest periods and associated premium payments,
7 timely pay wages during employment and upon termination, provide accurate wage statements, and
8 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
9 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802,
10 the applicable Industrial Welfare Commission Wage Order, and California Business and Professions
11 Code sections 17200, *et seq.*

12 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
13 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
14 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
15 Released Parties of all Released PAGA Claims. “Released PAGA Claims” means any and all claims
16 arising from or which could have been reasonably alleged from any of the factual allegations in the
17 PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under
18 the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall
19 specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages,
20 provide compliant meal and rest periods and associated premium payments, timely pay wages during
21 employment and upon termination, provide compliant wage statements, maintain complete and
22 accurate payroll records, and reimburse necessary business-related expenses in violation of California
23 Labor Code Sections 201, 202, 203, 204, 210, 226, 226.2, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
24 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

25 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
26 individually and on each of their own behalf, will be deemed to have fully, finally, and forever
27 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
28 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages,

1 or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
2 asserted or unasserted, arising out of, relating to, or resulting from their employment and/or separation
3 of employment with Defendant, which Plaintiffs, at any time up until the execution of the Settlement
4 Agreement, had or claimed to have or may have. This includes without limitation to: (a) all claims that
5 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
6 Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
7 contained in the Operative Complaint, the PAGA Notices, or ascertained during the Actions; and (c)
8 any and all claims which in any way relate to Plaintiffs' employment with Defendant, under State or
9 Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint
10 or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title
11 VII, Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Age
12 Discrimination in Employment Act ("ADEA"), Private Attorneys General Act ("PAGA"), California
13 Labor Code, or any Industrial Welfare Commission Wage Order-now existing or arising in the future,
14 based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the
15 date of execution of the Settlement Agreement. Plaintiffs acknowledge that Plaintiffs may discover
16 facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be
17 true but agree, nonetheless, that the Plaintiffs' Release shall be and remain effective in all respects,
18 notwithstanding such different or additional facts or Plaintiffs' discovery of them. It is agreed that this
19 is a general release and is to be broadly construed as a release of all claims, provided that,
20 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
21 cannot be released by law. Any and all rights granted under any state or federal law or regulation
22 limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the
23 California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil
24 Code reads as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
28 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

1 19. “Released Parties” means Defendant and its current and former insurers, affiliates,
2 subsidiaries, parent companies, predecessors, successors, assigns, exempt employees, officers,
3 directors, members, shareholders agents, attorneys, administrators, representatives, heirs, estates,
4 powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.

5 20. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
7 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
8 Settlement and the determination of all controversies relating thereto.

9 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
10 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
11 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

12 22. A Non-Appearance Case Review re: Final Report is set for
13 _____ at _____ in Department C-73 of this Court located at 330
14 West Broadway, San Diego, California 92101. The Settlement Administrator shall file a Final Report
15 by _____.

16 **IT IS SO ORDERED.**

17 Dated: _____

Honorable Michael D. Washington