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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 RANDALL BACHMAN, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.
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15 GEODIS LOGISTICS LLC, a Tennessee
limited liability company; and DOES 1 through
16 50,

17 Defendants.
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Case No.: CVRI2400956

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**[PROPOSED] ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: June 25, 2025
TIME: 8:30 a.m.
DEPT: 1

Action Filed: February 22, 2024
Trial Date: Not Set

1 This matter having come before this Court for hearing on June 25, 2025 at 8:30 a.m. on
2 Plaintiff Randall Bachman's ("Plaintiff") unopposed Motion for Final Approval of Class and PAGA
3 Action Settlement, Attorney's Fees and Costs, and Service Payment, as set forth in the Class and
4 PAGA Action Settlement Agreement between Plaintiff and Defendant Geodis Logistics LLC
5 ("Defendant"), filed on December 13, 2024 and attached to the "Notice of Filing Class and PAGA
6 Action Settlement Agreement" ("Settlement Agreement"). Pursuant to the Order Granting
7 Preliminary Approval of Class Action Settlement and Setting Final Approval Hearing ("Preliminary
8 Approval Order"), adequate notice having been given as required in said Order, and the Court
9 having considered all papers filed and proceedings had herein, and good cause appearing therefore,
10 it is ORDERED, ADJUDGED AND DECREED THAT:

11 The Court has jurisdiction over the subject matter of the action and all Parties.

12 Based on a review of the papers submitted by Plaintiff and a review of the applicable law,
13 the Court finds that the Gross Settlement Amount of \$400,000.00 and the terms set forth in the
14 parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is
15 hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified
16 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
17 them in the Settlement Agreement and Notice of Pendency of Class Action Settlement and
18 Proposed Settlement ("Class Notice").

19 The Court has determined that, for purposes of approving the Settlement only and for no
20 other purpose that: (a) the members of the Class are ascertainable and so numerous that joinder of
21 all members is impracticable; (b) there are questions of law or fact common to the Class, and there
22 is a well-defined community of interest among Class Members with respect to the subject matter of
23 the claims in the litigation; (c) the claims of Class Representative are typical of the claims of the
24 members of the Class; (d) the Class Representative has fairly and adequately protected the interests
25 of the members of the Class; (e) a class action is superior to other available methods for an efficient
26 adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e.,
27 Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative
28 capacities and for the Class.

1 The Court has determined that the Class Notice provided to the Class pursuant to the
2 Preliminary Approval Order fully and accurately informed all Class Members of the material
3 elements of the proposed Settlement, constituted the best notice practicable under the
4 circumstances, and constituted valid, due and sufficient notice to all Class Members.

5 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
6 reasonable and adequate in all respects, determines that the Settlement was made in good faith and
7 in the best interests of the Parties, Participating Class Members, and PAGA Employees, and orders
8 the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement.
9 The Court further finds that the Settlement was the result of arm's-length negotiations conducted
10 after Class Counsel had thoroughly and adequately investigated the claims and became familiar
11 with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to
12 the Class Members, and the assistance of an experienced mediator in the settlement process, among
13 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.
14 The amounts agreed to be paid by Defendant, including the Settlement Shares to be paid to
15 Participating Class Members and PAGA Shares to PAGA Employees as provided for by the
16 Settlement Agreement, are fair and reasonable under the facts of this case.

17 The Court hereby grants final approval of attorneys' fees in the amount of \$133,333.33 that
18 will be paid to Justice for Workers, P.C.

19 The Court hereby grants final approval of attorneys' costs in the amount of \$9,252.71 to
20 Class Counsel that will be paid to Justice for Workers, P.C.

21 The Court hereby grants final approval of an enhancement award in the amount of \$7,500.00
22 to Plaintiff, in addition to his Settlement Share as a Participating Class Member, for his time and
23 effort serving as the Class Representative.

24 The Court hereby grants final approval of the PAGA Payment in the amount of \$40,000.00
25 with 75% or \$30,000.00 to be paid to the Labor Workforce Development Agency and 25% or
26 \$10,000.00 to be paid to the PAGA Employees.

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1 The Court also hereby approves payment of \$19,896.00 to Simpluris, Inc., the appointed
2 Settlement Administrator, for the services it has rendered and will render in administering the
3 Settlement as described more fully in the Settlement Agreement.

4 The Court hereby finds that the Class Notice and all related documents have been mailed to
5 all Class Members as previously ordered by the Court, and that such Class Notice fairly and
6 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
7 Members could object to or participate in the Settlement, and the manner in which Class Members
8 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due
9 and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
10 due process and all other applicable laws. The Court further finds that a full and fair opportunity
11 has been afforded to Class Members to participate in the proceedings convened to determine
12 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
13 Court hereby determines that all Class Members who did not file a timely and proper request to be
14 excluded from the Settlement are bound by this Order.

15 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
16 Class, PAGA Employees, Plaintiff and Defendant. The Court further finds that the Settlement is the
17 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
18 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
19 involvement of an experienced mediator, and confers a significant financial benefit to the Class
20 commensurate with the likely recovery if Plaintiff prevailed at trial and the risks of continued
21 litigation. The Court further finds that the Settlement Agreement is consistent with public policy,
22 and fully complies with all applicable provisions of law, including the provisions of California Code
23 of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The nature of the claims,
24 the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of
25 settlement proceeds among the Participating Class Members and PAGA Employees, and the fact
26 that a settlement represents a compromise of the Parties' respective positions rather than the result
27 of a finding of liability at trial all support the Court's decision granting final approval. The
28 following factors also support the decision granting final approval: the risk, expense, complexity

1 and likely duration of further litigation; the risk of attaining and maintaining class action status
2 throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

3 The reaction of the Class Members to the proposed Settlement further supports the Court's
4 decision granting final approval. There is one request for exclusion from the Settlement served by
5 Sandra Liliana Rodriguez. This individual shall not be subject to the release provided by
6 Participating Class Members. Also, no objections have been submitted to the Settlement by any of
7 the Class Members.

8 The Settlement Administrator shall calculate and administer from the Gross Settlement
9 Amount the following, all of which shall be deducted from the Gross Settlement Amount:
10 Settlement Shares to be made to the Participating Class Members, PAGA Employees, Attorney's
11 Fees and Expenses Payment to Class Counsel, the LWDA Payment, the Class Representative
12 Service Payment, and the Settlement Administration Expenses. A total of \$200,517.96 will be
13 distributed to the Participating Class Members, which the Court hereby fully and finally approves.
14 The Settlement Administrator is hereby directed to mail the Settlement Shares in envelopes that
15 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all
16 other actions in furtherance of the settlement administration as specified in the Settlement
17 Agreement.

18 The releases, waivers and covenants not to sue by Plaintiff, as set forth in the Settlement
19 Agreement and in the Class Notice, are approved and are hereby incorporated by reference and
20 made a part of this Order as though fully set forth herein. As more specifically set forth in the
21 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
22 Settlement, Plaintiff waive and release the Released Claims as set forth in the Settlement
23 Agreement, which are barred pursuant to this Order and Judgment, as follows:

24 Upon Defendant's funding of the Gross Settlement Amount plus employer-side payroll
25 taxes, Plaintiff and each of his executors, representatives, agents, attorneys, heirs,
26 administrators, successors, trustees, spouses, guardians and assigns generally, release and
27 discharge the Released Parties from all claims, transactions, or occurrences that occurred at
28 any time (except as specified in the Settlement Agreement), including, but not limited to: (a)
all claims arising from his employment relationship with Defendant. including, without
limitation, claims for unpaid wages and liquidated damages, under the Fair Labor Standards
Act, claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil
Rights Act of 1964, 42 U.S.C. section 2000 et seq., the California Fair Employment and

1 Housing Act, California Gov't Code Section 12900 et seq., and claims for violation of
2 public policy; (b) all claims that were, or reasonably could have been, alleged, based on the
3 facts contained, in the Action; and (c) all PAGA claims that were, or reasonably could have
4 been, alleged based on facts contained in the Action, Plaintiff's PAGA Notices, or
5 ascertained during the Action and released under 5.2, below.

6 By means of this Final Approval Order, final judgment is entered, as defined in section 577
7 of the California Code of Civil Procedure, binding each Participating Class Member and operating
8 as a full release and discharge of Released Class Claims and binding the State of California and
9 Plaintiff as a full release and discharge of Released PAGA Claims. All rights to appeal this Order
10 or the Judgment have been waived except as specifically permitted in the Settlement Agreement.

11 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
12 obligations under the Settlement or under this Order. Plaintiff, Participating Class Members, and
13 PAGA Employees shall take nothing from Defendant except as expressly set forth the Settlement
14 Agreement and this Order.

15 Participating Class Members shall have one-hundred eighty (180) days from the date of
16 issuance of the check to negotiate the check. If (i) any of the Class Members are current employees
17 of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement
18 Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a
19 valid mailing address, the Settlement Administrator shall arrange with Defendant to have those
20 distributions delivered to the employees at their place of employment. The Settlement Administrator
21 shall mail a reminder to any Class Member whose settlement check has not been negotiated within
22 60 days after the date of mailing.

23 The funds from any checks returned as undeliverable, and any checks not negotiated within
24 180 days, shall be transmitted California State Controller's office in the name of the Class Member.

25 A compliance hearing is set for July 6, 2026 for a Nonappearance Hearing in Department 1
26 of the above-referenced Court. At least five (5) court days prior to the compliance hearing, the
27 Settlement Administrator will provide declaration to the Court that shall describes (i) the date the
28 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average
amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those
uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of

1 the disposition of those unclaimed funds.

2 Without affecting the finality of the Judgment in any way, the Court reserves exclusive and
3 continuing jurisdiction over the action and the Parties for purposes of supervising the
4 implementation, enforcement, construction, administration and effectuation of the Settlement
5 Agreement. If the Settlement does not become effective in accordance with the terms of the
6 Settlement Agreement, then the Judgment shall be rendered null and void to the extent provided by
7 and in accordance with the Settlement Agreement and shall be vacated. and the Parties shall revert
8 to their respective positions as of before entering into the Agreement, and expressly reserve their
9 respective rights regarding the prosecution and defense of this Action, including all available
10 defenses and affirmative defenses, and arguments that any claim in the Action could not be certified
11 as a class action and/or managed as a representative action.

12 The Agreement and this Settlement are not an admission by Defendant, nor is this Final
13 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
14 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
15 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
16 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
17 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
18 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
19 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
20 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
21 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
22 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
23 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
24 theory of claim or issue preclusion or similar defense as to the Released Class Claims and Released
25 PAGA Claims.

26 The Parties and Settlement Administrator are hereby ordered to implement and comply with
27 the terms of the Settlement Agreement. Notice of entry of this Order and Judgment shall be given
28 by Class Counsel on behalf of Plaintiff and all Participating Class Members by posting a copy on

1 the Settlement Administrator’s website. Settlement Administrator will provide the following
2 notation on check stubs mailed to class members “The Judgment was entered on June 25, 2025 and
3 you can view a copy of the judgment at www.simpluris.com/case-search.”

4 **IT IS SO ORDERED AND ADJUDGED.**

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7 DATED: _____, 2025

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9 Honorable Harold W. Hopp
10 Judge of the Superior Court
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