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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 TERRELL HUNT, individually and on
17 behalf of all others similarly situated and
aggrieved,

18 Plaintiff,

19 vs.

20 LIQUID TRANSPORT CORP, an Indiana
21 Corporation; LIQUID TRANSPORT, LLC,
an Indiana Limited Liability Company;
22 DANA TRANSPORT, INC., a New Jersey
23 Corporation; and DOES 1 through 50,
inclusive,

24 Defendants.
25

Case No.: 24STCV10101

[Assigned for all purposes to Hon. Elihu M.
Berle, Dept. 6]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 22, 2026
Time: 9:00 a.m.
Department: 6

Action Filed: April 22, 2024
Trial Date: Not set

1
2 The Court, having considered Plaintiff's Motion for Final Approval of a Class Action and
3 PAGA Settlement, all supporting documents thereto (collectively, the "Motion"), and the Class Action
4 and PAGA Settlement Agreement (the "Settlement"), it is ORDERED, ADJUDGED, AND
5 DECREED THAT:

6 1. This Order incorporates by reference the definitions in the Settlement attached as
7 Exhibit 1 to the Declaration of Taras Kick in support of the Motion, and all terms used herein shall
8 have the same meaning as set forth in the Settlement.

9 2. The Court has reviewed the Settlement and finds that the settlement memorialized
10 therein is fair and adequate and meets the requirements for Final Approval. The settlement appears to
11 be reasonable in light of the risks inherent in continuing with litigation. The Court also notes that the
12 Settlement is a non-reversionary one where no money will be returned to the Defendants, and was the
13 product of an arm's length negotiation involving experienced counsel and a mediator.

14 3. The Court finds that the settlement class, as defined in the Settlement ("Settlement
15 Class" or "Class"), meets all the requirements for certification of a class, for settlement purposes only,
16 under California Rule of Court ("CRC") 3.769 and applicable case law. Accordingly, the Court
17 certifies the Settlement Class, which is defined as follows:

18 [A]ll individuals who were California residents and performed trips for Defendants
19 in the State of California at any time from April 22, 2020 until March 4, 2026.

20 4. The Court further finds that the PAGA component of the proposed Settlement shall
21 bind the State of California and Aggrieved Employees. An Aggrieved Employee is defined as follows:
22 "[A] person who was a California resident and performed trips for Defendants in the State of California
23 during the PAGA Period." The "PAGA Period" is the period from March 26, 2023 to March 4, 2026.

24 5. The Court, solely for purposes of this Settlement, finds that the members of the
25 Settlement Class are so numerous that joinder of all members would be impracticable, that the
26 litigation and proposed Settlement raise issues of law and fact common to the claims of the Settlement
27 Class Members, and these common issues predominate over any issues affecting only individual
28 members of the Settlement Class, that the claims of Terrell Hunt (the "Plaintiff" or "Class
Representative") are typical of the claims of the Settlement Class, that in prosecuting this Action and

1 negotiating and entering into the Settlement, the Plaintiff and his counsel have fairly and adequately
2 protected the interests of the Settlement Class and will adequately represent the Settlement Class in
3 connection with the Settlement, and that a class action is superior to other methods available for
4 adjudicating the controversy.

5 6. The Court reaffirms its appointment, for settlement purposes only, of Terrell Hunt as
6 the Class Representative of the Settlement Class.

7 7. The Court reaffirms its appointment of Phoenix Class Action Administration Solutions
8 (“Phoenix”) to be the Settlement Administrator under the terms of the Settlement Agreement.

9 8. The Court finds, for settlement purposes only, that Taras Kick of The Kick Law Firm,
10 APC and Nick Rosenthal of The Law Office of Nick Rosenthal, APC are qualified and experienced
11 attorneys capable of adequately representing the Settlement Class, and they are finally approved as
12 Class Counsel.

13 9. This certification of a Settlement Class, under this order, is for settlement purposes only
14 and shall not constitute, nor be construed as, an admission by the Defendants in this action that a class
15 is certifiable for any other purpose or that any other proposed class action is appropriate for class
16 treatment pursuant to Section 382 of the California Code of Civil Procedure or any similar statute, rule
17 or common law. The entry of this order is without prejudice to the rights of the Defendants to oppose
18 class certification in this action, should the Settlement not be implemented for any reason, or to
19 terminate the Settlement as provided therein.

20 10. The Court finds that the Notice Program administered by Phoenix satisfied the
21 requirements of CRC 3.769(f), constitutional due process, and all other applicable laws; employed the
22 best methods practicable under the circumstances; and constituted due and sufficient notice to all
23 persons entitled thereto.

24 11. Class Counsel are awarded \$455,000 in attorneys’ fees and \$12,200.17 in litigation
25 expenses. The Court finds that the awarded amount of attorneys’ fees is reasonable for the reasons
26 articulated in Plaintiff’s Motion for Final Approval of a Class Action and PAGA Settlement.

27 12. The Class Representative is awarded a Class Representative Service Payment of
28 \$15,000 in recognition of his time and effort spent on behalf of the Settlement Class and the risks he

undertook in prosecuting the Action.

13. Payment of the administration costs of Phoenix in the amount of \$5,950 is approved.

14. PAGA Penalties in the amount of \$65,000 are approved (25% to the Aggrieved Employees – \$16,250; 75% to the Labor and Workforce Development Agency (“LWDA”) – \$48,750).

15. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement according to its terms.

16. The Court hereby enters judgment by which Class Members shall be, as of the Effective Date, conclusively determined to have given the Release of the Released Parties as set forth in the Settlement and the Class Notice.

17. After entry of this Final Approval Order and Judgment, pursuant to California Rule of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

18. By means of this Final Approval Order and Judgment, final judgment is entered as defined in section 577 of the Code of Civil Procedure, binding each Settlement Class Member, each Aggrieved Employee, and the State of California and operating as a full release and discharge of Released Class Claims and Released PAGA Claims.

19. A report concerning the distribution of the Gross Settlement Amount and a proposed amended judgment that complies with Code of Civil Procedure section 384 shall be filed with the Court within 230 days of entry of this Final Approval Order and Judgment.

20. A settlement compliance hearing is set for _____.

21. The Motion is GRANTED.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: _____

HON. ELIHU M. BERLE
SUPERIOR COURT JUDGE