

Filed AUG 21 2026
STEPHANIE BOHRER, CLERK
By *[Signature]* DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

MANUEL MUNGUIA,

Plaintiff,

vs.

FRENCH CAMP TRANSPORT, INC., a California
corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-10704

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

Date: August 21, 2026

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

1 The motion of Plaintiff Manuel Munguia ("Plaintiff") for an order finally approving the
2 Parties' Joint Stipulation of Class and PAGA Representative Action Settlement and Release
3 ("Agreement") with French Camp Transport, Inc. ("Defendant"), and the motion for attorneys' fees
4 and costs, class representative service award (collectively, the "Motions"), duly came on for hearing
5 on August 21, 2026, in Department 11B of the above-entitled Court, before the Robert T. Waters.

6 I.

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 Motions, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before the
12 California Superior Court for the County of San Joaquin, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
15 law, the Court finds that the GSA of \$65,000 and the terms set forth in the Agreement are fair,
16 reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm's length negotiations
18 conducted after Class Counsel adequately investigated the claims and became familiar with the
19 strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant
20 risks relating to certification, liability, and damages issues, and the assistance of an experienced
21 mediator in the settlement process, among other factors, support the Court's conclusion that the
22 Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On April 21, 2026, the Court granted preliminary approval of the Settlement. At this
25 same time, the Court approved conditional certification of the Class for settlement purposes only.

26 **Notice to the Class**

27 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by
28 first class mail to members of the Class at their last known addresses on or about June 8, 2026.

1 Mailing of the Class Notice to their last known addresses was the best notice option under the
2 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
3 proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately
4 informed the Class Members of all material elements of the proposed Settlement and of their
5 opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid,
6 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
7 California, the United States Constitution, due process and other applicable law. The Class Notice
8 fairly and adequately described the Settlement and provided Class Members adequate instructions
9 and a variety of means to obtain additional information.

10 7. The deadline for opting out of the Class or submitting written objections to the
11 Settlement was July 23, 2026. There was an adequate interval between notice and the deadline to
12 permit Class Members to choose what to do and act on their decision. A full opportunity has been
13 afforded to Class Members to participate in this hearing, and all Class Members and other persons
14 wishing to be heard have been heard. Class Members also have had a full and fair opportunity to
15 exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that
16 all Class Members who did not timely and properly submit a request for exclusion are bound by the
17 Settlement and this Final Approval Order and Judgment.

18 **Fairness Of Settlement**

19 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
20 Cal. App. 4th 1794, 1801 (1996).

- 21 a. The settlement was reached through arm's-length bargaining between the parties.
22 There has been no collusion between the parties in reaching the proposed settlement.
23 b. Plaintiff's investigation and discovery is sufficient to allow the Court and counsel to
24 act intelligently.
25 c. Counsel for both parties are experienced in similar employment class action litigation.
26 All counsel recommended approval of the Agreement.
27 d. The percentage of objectors and requests for exclusion is small. Zero objections were
28 received and zero requests for exclusion were received.

1 e. The participation rate was high at 100%. All 55 Class Members are Participating
2 Class Members and will be mailed a settlement payment, representing 100% of the
3 overall Settlement Class.

4 9. The consideration to be given to the Class Members under the terms of the Agreement
5 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in
6 this action and is fair, reasonable and adequate compensation for the release of Class Members'
7 claims, given the uncertainties and significant risks of the litigation and the delays which would
8 ensue from continued prosecution of the action.

9 10. The Agreement is approved as fair, adequate and reasonable and in the best interests
10 of the Class Members.

11 **Attorneys' Fees and Costs**

12 11. An award of \$22,750 for attorneys' fees, representing 35% of the Gross Settlement
13 Amount, and \$12,357.80 for litigation costs and expenses, is reasonable, in light of the contingent
14 nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
15 Counsel. The requested awards have been supported by Class Counsel's lodestar and billing
16 statement.

17 **Class Representative Service Award**

18 12. The Agreement provides for a Class Representative Service Award of not more than
19 \$5,000 to Plaintiff, subject to the Court's approval. The Court finds that a Class Representative
20 Service Award in the amount of \$5,000 to Plaintiff is reasonable in light of the risks and burdens
21 undertaken by Plaintiff in the litigation, for his time and effort in bringing and prosecuting this matter
22 on behalf of the Class, and for his execution of a general release.

23 **Settlement Administration Expenses**

24 13. The Settlement Administrator shall calculate and administer the payment to be made
25 to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
26 Class Representative Service Award to the Plaintiff, distribute the PAGA Payment, issue any
27 required tax reporting forms, calculate withholdings and perform the other remaining duties set forth
28

1 in the Agreement. The Settlement Administrator has documented \$4,800 in fees and expenses, and
2 this amount is reasonable in light of the work performed by the Settlement Administrator.

3 **PAGA Payment**

4 14. The Agreement provides for a PAGA Allocation out of the Gross Settlement Amount
5 of \$2,000, which shall be allocated \$1,500 to the LWDA as the LWDA's 75% share of the settlement
6 of civil penalties paid pursuant to the PAGA and \$500 to be distributed to Class Members employed
7 during the PAGA Period based on their respective pay periods employed during the PAGA Period.
8 All Class Members who were employed during the PAGA Period, regardless of whether they opt-out
9 of the Settlement, will share in a portion of the PAGA Allocation. The Court finds this PAGA
10 Allocation to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment
11 and will be subject to the release of the Released PAGA Claims as set forth below, whether or not
12 they opt out of the Settlement.

13 **II.**

14 **ORDERS**

15 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

16 1. The certification of the Class for the purposes of settlement is confirmed. The Class is
17 defined as follows:

18 All current and former non-exempt California drivers of FCT who worked at least one shift
19 between August 26, 2020 and Jul 25, 2025. SA ¶ 1.d.

20 2. All persons who meet the foregoing definition are members of the Class, except for
21 those individuals who filed a valid request for exclusion ("opt out") from the Class, of which there
22 were none.

23 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
24 best interest of the Class.

25 4. Class Counsel are awarded attorneys' fees in the amount of \$22,759 and costs in the
26 amount of \$12,357.80. Class Counsel shall not seek or obtain any other compensation or
27 reimbursement from Defendant, Plaintiff or members of the Class.
28

1 5. The payment of the Class Representative Service Award in the amount of \$5,000 to
2 Plaintiff is approved.

3 6. The payment of \$4,800 to the Settlement Administrator, ILYM, for their fees and
4 expenses is approved.

5 7. The PAGA Payment of \$2,000 is approved and shall be allocated in accordance with
6 the Agreement.

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

20 9. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties
21 by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
22 notice of entry of this Final Approval Order and Judgment to individual Class Members.

23 10. If the Agreement does not become final and effective in accordance with the terms of
24 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
25 therewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
26 respective positions as of before entering into the Agreement, and expressly reserve their respective
27 rights regarding the prosecution and defense of this Action, including all available defenses and
28

1 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
2 action and/or managed as a representative action.

3 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:**

4 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
5 Plaintiff, and all members of the Class, shall take nothing in the Action.

6 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
7 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
8 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
9 arising from or in connection with distribution of settlement benefits.

10 3. The Parties are authorized to agree to and to adopt such amendments, modifications
11 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
12 Final Approval Order and Judgment and as approved by the Court.

13 4. Each party shall bear its own attorney's fees and costs, except as otherwise provided
14 in the Agreement and in this Final Approval Order and Judgment.

15 5. Upon the Effective Date, and after full funding of the Gross Settlement Amount,
16 Plaintiff and each Participating Class Member shall fully release and discharge the Released Parties
17 for the entire Class Period as follows:

- 18 a. Released Claims: Upon the Effective Date, and Defendant funding the Gross
19 Settlement Amount Participating Class Members shall release the Released Parties
20 from any and all claims, debts, rights, demands, obligations or liabilities of every
21 nature and description, for damages, premiums, penalties, liquidated damages,
22 punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable
23 relief against the Released Parties, arising during the Class Period and alleged in the
24 operative Complaint on a class-wide basis, or which could have been alleged based on
25 the facts pled in the operative Complaint or Plaintiffs letter to the LWDA, including
26 without limitation, claims relating to: i) the alleged failure to pay minimum wage; (ii)
27 the alleged failure to pay sick leave at the regular rate of pay; (iii) the alleged failure
28 to provide complete and accurate wage statements; (iv) the alleged failure to timely

1 pay all wages owed to employees who quit or are terminated; and (v) claims for
2 interest and any other claims and penalties premised on the aforementioned
3 allegations. "Released Claims" includes all types of relief available under state law for
4 the above-referenced claims as well as state law claims, including any claims for
5 damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs,
6 expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages,
7 whether under California law or any state or local law or common law, including,
8 without limitations, violations of the California Labor Code, the Wage Orders, and
9 any applicable regulations and any and all claims under the Fair Labor Standards Act
10 related to the facts and Claims alleged in the operative Complaint. "Released Claims"
11 specifically *does not* include claims that were raised on an individual basis by Plaintiff
12 in the Action (i.e. claims under the Fair Employment & Housing Act and defined as
13 Individual Claims in the Agreement).

- 14 b. Released PAGA Claims: Upon the Effective Date, and Defendant funding the Gross
15 Settlement Amount, PAGA Members shall release the Released Parties from any and
16 all PAGA claims against the Released Parties arising during the PAGA Period and
17 alleged in the operative Complaint and/or Plaintiffs letter to the LWDA, or which
18 could have been alleged based on the facts pled in the operative Complaint and/or
19 alleged in Plaintiffs letter to the LWDA, including without limitation PAGA claims
20 relating to: (i) the alleged failure to pay minimum wage; (ii) the alleged failure to pay
21 sick leave at the regular rate of pay; (iii) the alleged failure to provide complete and
22 accurate wage statements; (iv) the alleged failure to timely pay all wages owed to
23 employees who quit or are terminated; (v) the alleged failure to timely pay wages as
24 required by Labor Code section 204; (vi) claims for interest and any other claims and
25 penalties premised on the aforementioned allegations; (vii) the alleged failure to
26 provide meal periods and associated premiums; and (viii) any other PAGA claims
27 premised on the aforementioned allegations.
28

1 6. In addition, other than the rights created by this Settlement Agreement, in addition to
2 the Released Claims and the Released PAGA Claims, Plaintiff individually and on behalf of each of
3 his heirs, executors, administrators, and assigns, but not on behalf of other Class Members,
4 knowingly and voluntarily releases and forever discharges the Released Parties from any and all
5 claims, known and unknown, asserted and unasserted, that she has or may have against Defendant
6 and any of the Released Parties. Such claims include, but not limited to: breaches of contract,
7 whether written, oral, or implied; violations of any public policy; tort claims; any other claims for
8 damages, costs, fees, or other expenses, including attorneys' fees; and any violations of the following
9 statutes laws and regulations: Fair Labor Standards Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the
10 Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of
11 Title 42 of the United States Code, as amended; the Americans with Disability Act of 1990, as
12 amended; The Age Discrimination in Employment Act of 1967, as amended; the Older Workers
13 Benefit Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the
14 Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family and
15 Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair
16 Employment and Housing Act – Cal. Govt. Code § 12900, *et seq.*; the California Family Rights Act
17 – Cal. Govt. Code § 12945.2, *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51, *et seq.*;
18 the California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the California Occupational
19 Safety and Health Act, as amended - Cal. Lab. Code § 6300 *et seq.*, and any applicable regulations
20 thereunder; the California Business and Professions, Civil, Government and Labor Code; the Labor
21 Code Private Attorneys General Act of 2004 - Cal. Lab. Code § 2698 *et seq.*; and any other federal,
22 state, or local civil employment law, statute, regulation, or ordinance capable of being released by
23 them, excluding any claims that cannot be released as a matter of law.

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

25
26 Dated: August 21, 2026

27 
28 HON. ROBERT T. WATERS