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

JOSEPH ALBERTO RODRIGUEZ,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

FRANK C. ALEGRE TRUCKING, INC., a
California corporation; DOES 1 through 10,
inclusive,

Defendants.

Lead Case No.: STK-CV-UOE-2024-5249
[Related Case No. STK-CV-UOE-2024-8038]

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

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

Final Approval Hearing:

Date: July 22, 2026

Time: 9:00 a.m.

Dept.: 11B

Action Filed: May 1, 2024

1 Plaintiff Joseph Alberto Rodriguez’s (“Plaintiff”) Motion for Final Approval of Class
2 Action and PAGA Settlement came before this Court on July 22, 2026, at 9:00 a.m., in
3 Department 11B of the Superior Court of California, County of San Joaquin, located at 180 East
4 Weber Avenue, Stockton, California 95202. Plaintiff now seeks an order granting final approval
5 of the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement
6 Agreement”) between Plaintiff and Defendant Frank C. Alegre Trucking, Inc. (“Defendant”)
7 (Plaintiff and Defendant collectively, the “Parties”), a copy of which is attached to the
8 Declaration of John G. Yslas in Support of Plaintiff’s Motion for Preliminary Approval of Class
9 Action and PAGA Settlement as **Exhibit 2**. On March 5, 2026, this Court issued an Order
10 Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
11 (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class
12 Members have been given notice of the terms of the Settlement and the opportunity to comment
13 on or object to it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on March 5, 2026, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all current and former hourly, non-exempt trainee drivers employed by
25 Defendant in the State of California during the Class Period.

26 3. “Class Period” means the period from May 1, 2020, to July 29, 2025.

27 4. The Court appoints Plaintiff Joseph Alberto Rodriguez as Class Representative for
28 settlement purposes only.

1 5. The Court appoints John G. Yslas, Eugene Zinovyev, John Brown, Gabriella Solé,
2 and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

3 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
4 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
5 their right to receive a settlement share, their right to comment on or object to the Settlement or to
6 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
7 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
8 periods of time were provided by each of these procedures.

9 7. No Class Members objected to the Settlement.

10 8. No Class Members requested exclusion from the Settlement.

11 9. The Court finds and determines that this notice procedure afforded adequate
12 protections to Class Members and provides the basis for the Court to make an informed decision
13 regarding approval of the Settlement based on the responses of Class Members. The Court finds
14 and determines that the notice provided in this case was the best notice practicable, which satisfied
15 the requirements of law and due process.

16 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
17 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
20 3.769.

21 11. Class Members who have not opted out will be bound by the Settlement, except
22 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
23 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
24 whether they opt out of the Settlement.

25 12. The Court finds that Plaintiff notified the Labor and Workforce Development
26 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
27 Labor Code § 2699(s).

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1 13. No later than 30 days after the Effective Date Defendant shall fully fund the Gross
2 Settlement Amount of \$338,228.00 and the amounts necessary to fully pay Defendant's share of
3 payroll taxes by transmitting the funds to the Administrator.

4 14. Within seven (7) days after Defendant fully funds the Gross Settlement Amount, the
5 Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments,
6 the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment,
7 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
8 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
9 and the Class Representative Service Payment shall not precede disbursement of Individual Class
10 Payments and Individual PAGA Payments.

11 15. The "Effective Date" is defined as the date by which both of the following have
12 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
13 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
14 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
15 (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline
16 for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
17 the day after the appellate court affirms the Judgment and issues a remittitur.

18 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
20 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
21 Joseph Alberto Rodriguez in the amount of \$7,500.00.

22 17. The Court approves payment from the Gross Settlement Amount for civil penalties
23 under PAGA in the amount of \$10,000.00 with the LWDA to receive 75% (\$7,500.00), and the
24 remaining 25% (\$2,500.00) to be distributed to Aggrieved Employees, defined as all current and
25 former hourly, non-exempt trainee drivers employed by Defendant in the State of California from
26 May 1, 2023, to July 29, 2025. The Court finds and determines that such payment is fair,
27 reasonable, and appropriate.

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1 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of \$112,742.67, and the reimbursement of litigation costs in the
3 amount \$22,712.02. Both are reasonable amounts. The reasonableness of the fee award is
4 determined based on a reasonable percentage of the common fund obtained for the Class. The
5 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
6 efficient litigation practices and reflects the actual benefit obtained for the Class.

7 19. The Court approves payment from the Gross Settlement Amount for settlement
8 administration services in the amount of \$8,990.00 to the Settlement Administrator, Apex Class
9 Action LLC.

10 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
11 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
12 Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator
13 will cancel the check on the void date and distribute the funds represented by the check to the
14 California State Controller's Office, Unclaimed Property Division, in the name of the Class
15 Member.

16 21. Effective on the date when Defendant fully fund the Gross Settlement Amount and
17 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
18 Class Members, and Class Counsel will release claims against all Released Parties as follows:

19 (a) Released Class Claims: "All Participating Class Members on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns will waive and release all claims asserted in the
22 Operative Class Complaint, or that could have been based on the factual allegations asserted in
23 the Operative Class Complaint during the Class Period (collectively the "Released Class
24 Claims")."

25 (b) Released PAGA Claims: "The claims released by Aggrieved Employees,
26 including Non-Participating Class Members who are Aggrieved Employees, are all claims for
27 civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's
28 PAGA Notice to the LWDA and the Operative PAGA Complaint, or that could have been based

1 on the facts asserted in the PAGA Notice and the Operative PAGA Complaint against Released
2 Parties (collectively the “Released PAGA Claims”).”

3 22. “Released Parties” means Defendant and each of its current and former parents,
4 owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their
5 respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and
6 assigns.

7 23. The Parties and Administrator are hereby ordered to comply with the terms of the
8 Settlement.

9 24. The Parties shall bear his, her, its, or their own respective attorneys’ fees and costs
10 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
11 Approval of Class Action and PAGA Settlement.

12 25. Without affecting the finality of this order in any way, pursuant to California Code
13 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
14 interpretation, administration, implementation, effectuation, and enforcement of this order and the
15 Settlement.

16 26. The Court hereby enters final judgment in accordance with the terms of the
17 Settlement, the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and
18 PAGA Settlement, and this Order Granting Plaintiff’s Motion for Final Approval of Class Action
19 and PAGA Settlement, subject to the Court’s retention of continuing jurisdiction over the Action
20 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
21 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
22 addressing such post-judgment matters as may be appropriate under court rules or applicable law.

23 27. A Settlement Compliance Hearing is set for April __, 2027, at ____ a.m/p.m. or
24 a date and time soon thereafter more convenient for the Court: _____, at
25 ____ a.m./p.m. in Department 11B of the above-captioned Court.

26 28. A final report from the Settlement Administrator indicating that disbursements were
27 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
28 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,

no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

HONORABLE ROBERT T. WATERS
JUDGE OF THE SUPERIOR COURT