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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JOSE FUENTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHWEST MATERIAL HANDLING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No. CVRI2404365

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA ACTION SETTLEMENT,
CLASS REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEYS' FEES
AND COSTS**

Date: May 18, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: August 1, 2024
Trial Date: None Set

1 **[PROPOSED] JUDGMENT & ORDER**

2 The Motion of Plaintiff Jose Fuentes (“Plaintiff”) for Final Approval of Class Action and
3 PAGA Action Settlement, Class Representative Service Payment, and Attorneys’ Fees and Costs
4 (“Final Approval Motion”) came regularly for hearing before this Court on May 18, 2026, at 8:30
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting Preliminary
6 Approval of Class Action and PAGA Action Settlement (“Preliminary Approval Order”).

7 Having considered the parties’ Class Action and PAGA Settlement Agreement and Class
8 Notice (“Settlement Agreement”), filed with the Court on December 30, 2025, as Exhibit A to
9 the Declaration of Matthew K. Moen in Support of Plaintiff’s Motion for Preliminary Approval,
10 and the documents and evidence submitted in support thereof, and recognizing the sharply
11 disputed factual and legal issues involved, the risks associated with continued litigation, and the
12 substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement
13 is fair, reasonable, and adequate, and the product of good faith, arm’s-length negotiations between
14 the parties.

15 Good cause appearing, the Court hereby GRANTS Plaintiff’s Final Approval Motion and
16 ORDERS as follows:

17 1. Final judgment is hereby entered in accordance with the Settlement Agreement
18 and this Final Approval Order.

19 2. The conditional class certification is hereby made final, and the Court thus
20 certifies, for purposes of the Settlement, the following Settlement Class:

21 All non-exempt, hourly individuals that worked for Defendant Southwest
22 Material Handling, Inc. (“Defendant”) in California during the period from
August 1, 2020 to December 31, 2025 (the “Class Period”).

23 3. Plaintiff is hereby confirmed as the Class Representative. Paul K. Haines, Fletcher
24 W. Schmidt, and Matthew K. Moen of Haines Law Group, APC, are hereby confirmed as Class
25 Counsel.

26 4. Notice was provided to Class Members as set forth in the Settlement Agreement,
27 which was preliminarily approved by the Court on January 30, 2026, and the notice process has
28 been completed in accordance with the Settlement Agreement and the Court’s Preliminary

1 Approval Order. The Court finds that said notice was the best notice practicable under the
2 circumstances. The Court Approved Notice of Class Action and PAGA Settlement and Hearing
3 Date for final Court Approval (“Class Notice”), which also includes the Dispute Form, the
4 Request for Exclusion Form, and the Objection Form (collectively, the “Notice Packet”) provided
5 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
6 Class members of their rights, and fully satisfied the requirements of California Code of Civil
7 Procedure § 382, California Rules of Court 3.766 and 3.769, and due process.

8 5. The Court finds the Settlement Administrator received one (1) Request for
9 Exclusion. The individual who excluded themselves from the Settlement is: Gina Nichols. The
10 Settlement Administrator received zero objections or workweek disputes. As a result, 389
11 Settlement Class members remain Participating Class Members, resulting in a 99.74%
12 participation rate that supports final approval of the Settlement.

13 6. The Court hereby approves the terms of the Settlement as fair, reasonable, and
14 adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

15 7. For purposes of settlement only, the Court finds that: (a) the members of the
16 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
17 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
18 community of interest exists among the members with respect to the subject matter of the
19 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement
20 Class members; (d) the Class Representative has fairly and adequately protected the interests of
21 the Settlement Class; (e) a class action is superior to other available methods for the fair and
22 efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to
23 represent the Class Representative and the Settlement Class.

24 8. The Court finds that the Settlement Awards, as provided for in the Settlement, are
25 fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the
26 payments in accordance with the terms of the Settlement.

27 9. The Court finds that in light of the absence of objections to the Settlement, this
28 Order is deemed final as of the date of its entry.

1 10. The Court orders Defendant to deposit the Gross Settlement Amount of
2 \$1,300,000.00 with the Settlement Administrator in accordance with the procedures set forth in
3 the Settlement Agreement, pursuant to the following payment plan: (1) the first payment of Six
4 Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) is due within thirty (30) days of
5 the date the Court signs this order; and (2) the second payment of Six Hundred Fifty Thousand
6 Dollars and Zero Cents (\$650,000.00) is due within six (6) months of the first installment
7 payment, along with Defendant's share of payroll taxes.

8 11. The Court finds that Class Representative Service Payment in the amount of
9 \$10,000.00 to the named Plaintiff Jose Fuentes is appropriate for Plaintiff's risks undertaken and
10 his service to the Settlement Class. The Court finds that this payment is fair, reasonable, and
11 adequate, and orders that the Settlement Administrator make this payment in accordance with the
12 terms of the Settlement.

13 12. The Court finds that attorneys' fees in the amount of \$433,333.33 and litigation
14 costs of \$30,820.98 for Class Counsel are fair, reasonable, and adequate in light of the common
15 fund created by the Settlement, and orders that the Settlement Administrator distribute these
16 payments to Class Counsel in accordance with the terms of the Settlement. Of the total fees
17 awarded: Haines Law Group, APC shall be paid \$346,666.67 in attorneys' fees and \$30,820.98
18 in litigation costs, for a total of \$377,487.65; and Law Office of Joseph Richards, P.C. shall be
19 paid \$86,666.66 in attorneys' fees.

20 13. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from
21 the Gross Settlement Amount in accordance with the terms of the Settlement, for all of its work
22 done and to be done until the completion of this matter and finds that sum appropriate.

23 14. The Court finds that the amount designated for civil penalties under the Private
24 Attorneys General Act ("PAGA"), \$75,000.00, with 65% (\$48,750.00) allocated to the California
25 Labor and Workforce Development Agency ("LWDA") and 35% (\$26,250.00) allocated to the
26 Aggrieved Employees pursuant to Labor Code § 2699(i), is fair, reasonable, and adequate. The
27 Court orders the Settlement Administrator to distribute these payments in accordance with the
28 terms of the Settlement.

1 15. The Court orders that all settlement checks will be negotiable for 180 calendar
2 days from the date of mailing. Any checks remaining uncashed after this period will be
3 redistributed to those individuals who cashed their settlement checks before the check-cashing
4 deadline. The Court further orders that the envelope transmitting a settlement check shall bear the
5 notation: “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

6 16. The Court orders that the Settlement Administrator shall mail a reminder postcard
7 to any participating Settlement Class member whose settlement check has not been negotiated
8 within 60 days after the date of mailing. For any Settlement Class member who is a current
9 employee of Defendant, if a distribution is returned to the Settlement Administrator as
10 undeliverable and the Settlement Administrator is unable to locate a valid mailing address, the
11 Administrator shall arrange with Defendant to have those settlement checks delivered to the
12 Settlement Class member at the employee’s place of employment.

13 17. Upon entry of Final Judgment and Defendant’s complete funding of the Gross
14 Settlement Amount, Plaintiff and all Participating Class Members (except Gina Nichols, who
15 opted out), on behalf of themselves and their respective former and present representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns, will release Defendant, together
17 with their officers, directors, employees and agents (collectively, the “Released Parties”) from all
18 claims, rights, damages, debts, liabilities, demands, obligations, penalties, actions or causes of
19 action of any kind, arising under state, federal or local law, whether statutory, common law, or
20 administrative law, at any time during the Class Period, that were alleged, or reasonably could
21 have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice,
22 and/or ascertained in the course of the Action, including without limitation failure to pay all
23 overtime wages (Labor Code §§ 204, 210, 216, 510, 558, 1194, 1198, all applicable Industrial
24 Welfare Commission Wage Orders, including without limitation all applicable sections of
25 Industrial Welfare Commission Wage Order 7, including § 3, Code of Civil Procedure § 1021.5);
26 minimum wage violations (Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198, all
27 applicable Industrial Welfare Commission Wage Orders, including without limitation all
28 applicable sections of Industrial Welfare Commission Wage Order 7, including without limitation

§ 4, Code of Civil Procedure § 1021.5); meal period violations (Labor Code §§ 204, 210, 226.7, 512, 558, all applicable Industrial Welfare Commission Wage Orders, including without limitation all applicable sections of Industrial Welfare Commission Wage Order 7, including without limitation § 11, Code of Civil Procedure § 1021.5); rest period violations (Labor Code §§ 226.7, 516, 558, 1198, all applicable Industrial Welfare Commission Wage Orders, including without limitation all applicable sections of Industrial Welfare Commission Wage Order 7, including without limitation § 12, Code of Civil Procedure §§ 3287, 3289); failure to reimburse necessary business expenses (Labor Code §§ 2802, 2804, all applicable Industrial Welfare Commission Wage Orders, including without limitation all applicable sections of Industrial Welfare Commission Wage Order 7, including without limitation § 9); wage statement violations (Labor Code §§ 226 *et seq.*); waiting time penalties (Labor Code §§ 201-203); unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*, including without limitation §§ 17203, 17208, Code of Civil Procedure § 1021.5); civil penalties under the Private Attorneys General Act (Labor Code §§ 201, 202, 203, 204, 210, 226 *et seq.*, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, including without limitation §§ 2699, 2699.3, 2802, 2804, all applicable Industrial Welfare Commission Wage Orders, including without limitation all applicable sections of Industrial Welfare Commission Wage Order No. 7, including without limitation §§ 3, 4, 9, 11, 12 of each); any other claims under California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194 *et seq.*, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; California Business and Professions Code §§ 17200 *et seq.*; all applicable Industrial Welfare Commission Wage Orders, including without limitation Industrial Welfare Commission Wage Order No. 7; California Code of Civil Procedure §§ 382, 395, 395.5, 1021.5; and California Civil Code §§ 3287, 3289; and civil penalties pursuant Labor Code section 2699, *et seq.*, for each of the above claims.

18. The Aggrieved Employees are defined as: all non-exempt, hourly individuals that worked for Defendant in California during the period from August 1, 2023 to December 31, 2025 (the “PAGA Period”).

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1 19. Upon funding of the Settlement, Plaintiff and the State of California are deemed
2 to release the Released Parties from all claims for PAGA civil penalties, interest, fees or costs that
3 accrued at any time during the PAGA Period, that were alleged, or reasonably could have been
4 alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice, and/or
5 ascertained in the course of the Action, including without limitation failure to pay all overtime
6 wages (Labor Code §§ 204, 210, 216, 510, 558, 1194, 1198, all applicable Industrial Welfare
7 Commission Wage Orders, including without limitation all applicable sections of Industrial
8 Welfare Commission Wage Order 7, including § 3, Code of Civil Procedure § 1021.5); minimum
9 wage violations (Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198, all applicable
10 Industrial Welfare Commission Wage Orders, including without limitation all applicable sections
11 of Industrial Welfare Commission Wage Order 7, including without limitation § 4, Code of Civil
12 Procedure § 1021.5); meal period violations (Labor Code §§ 204, 210, 226.7, 512, 558, all
13 applicable Industrial Welfare Commission Wage Orders, including without limitation all
14 applicable sections of Industrial Welfare Commission Wage Order 7, including without limitation
15 § 11, Code of Civil Procedure § 1021.5); rest period violations (Labor Code §§ 226.7, 516, 558,
16 1198, all applicable Industrial Welfare Commission Wage Orders, including without limitation
17 all applicable sections of Industrial Welfare Commission Wage Order 7, including without
18 limitation § 12, Code of Civil Procedure §§ 3287, 3289); failure to reimburse necessary business
19 expenses (Labor Code §§ 2802, 2804, all applicable Industrial Welfare Commission Wage
20 Orders, including without limitation all applicable sections of Industrial Welfare Commission
21 Wage Order 7, including without limitation § 9); wage statement violations (Labor Code §§ 226
22 *et seq.*); waiting time penalties (Labor Code §§ 201-203); unfair competition (Bus. & Prof. Code
23 §§ 17200 *et seq.*, including without limitation §§ 17203, 17208, Code of Civil Procedure §
24 1021.5); failing to pay all wages earned at least twice during each calendar month (Labor Code §
25 204); failing to maintain accurate records (Labor Code §§ 558, 1174); civil penalties under the
26 Private Attorneys General Act (Labor Code §§ 201, 202, 203, 204, 210, 226 *et seq.*, 226.3, 226.7,
27 510, 512, 516, 558, 1174, 1194, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*,
28 including without limitation §§ 2699, 2699.3, 2802, 2804, all applicable Industrial Welfare

Commission Wage Orders, including without limitation all applicable sections of Industrial Welfare Commission Wage Order No. 7, including without limitation §§ 3, 4, 9, 11, 12); any other claims under California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194 *et seq.*, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; California Business and Professions Code §§ 17200 *et seq.*; all applicable Industrial Welfare Commission Wage Orders, including without limitation Industrial Welfare Commission Wage Order No. 7; California Code of Civil Procedure §§ 382, 395, 395.5, 1021.5; and California Civil Code §§ 3287, 3289; and civil penalties pursuant Labor Code section 2699, *et seq.*, for each of the above claims.

20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides: “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court shall retain jurisdiction over the parties to enforce the terms of the Settlement, the Final Approval Order, and this Judgment.

21. The Court orders the Settlement Administrator to give notice of entry of this judgment to the Class Members and Aggrieved Employees pursuant to California Rules of Court 3.771(b) by posting a copy of this Judgment and Final Approval Order on the settlement website for sixty (60) calendar days. The Settlement Administrator shall include a notice of entry of judgment to all Class Members and including the website URL on settlement checks, noting the following: “On _____, the Superior Court of California, County of Riverside entered the Judgment and Order Granting Final Approval of Class Action and PAGA Action Settlement in *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365, on behalf of all non-exempt, hourly individuals that worked for Southwest Material Handling, Inc. in California during the period from August 1, 2020 to December 31, 2025. A copy of the Judgment and Order is available online at <https://www.phoenixclassaction.com/class-action-lawsuits/judgments/>.”

1 22. Plaintiff shall file a Final Accounting Report concerning the amount of money
2 distributed through this Settlement on or before July 28, 2027. A Final Accounting Hearing is set
3 for August 11, 2027, at 8:30 a.m.

4 **IT IS SO ORDERED.**

5
6 Dated: _____

Honorable Harold W. Hopp
Judge of the Superior Court