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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

PEDRO RODRIGUEZ, on behalf of himself
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

R.M. PARKS, INC., a Corporation; and
DOES 1 through 30, Inclusive,

Defendants.

Case No. STK-CV-UOE-2021-6050

[PROPOSED] JUDGMENT

Date: June 7, 2023
Time: 9:00 AM

Judge: Hon. Erin Guy Castillo
Dept.: 10

Trial Date: Not Set
Action Filed: July 7, 2021

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on June 7, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "All truck drivers who are or previously were employed by
10 Defendant and performed work in California during the Class Period. The Class Period is defined
11 as the time period between July 7, 2017, to August 26, 2022."

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 64 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
18 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
19 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
20 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
26 each Class Member who has not validly opted out has released the "Released Parties" from the
27 "Released Class Claims" as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) The “Released Class Claims” are defined any and all claims, debts,
2 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages,
3 action or causes of action of whatever kind or nature, contingent or accrued, that are alleged,
4 reasonably related to, or which were or could have reasonably been alleged based on or arising out
5 of the facts and allegations alleged in the operative complaint at the time the Court enters an order
6 preliminarily approving the Settlement which occurred during the Class Period, but expressly
7 excluding all other claims for vested benefits, wrongful termination, unemployment insurance,
8 disability, social security, workers’ compensation, PAGA claims, which are separately released
9 hereinbelow, and class claims outside of the Class Period.

10 (b) The “Released Parties” are defined as Defendant R. M. Parks, Inc., R.M.
11 Parks Place, Inc., and any of their former and present parents, subsidiaries, affiliates, divisions,
12 corporations in common control, predecessors, successors, and assigns, as well as all past and
13 present officers, directors, employees (who are not also Class Members), partners, shareholders
14 and agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

15 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
16 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
17 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
18 the “PAGA Period” as set forth in the Agreement.

19 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

20 (a) The “Aggrieved Employees” are defined as all of all truck drivers who are
21 or previously were employed by Defendant and performed work in California during the PAGA
22 Period. The PAGA Period is defined as the period between April 21, 2020 to August 26, 2022.

23 (b) The “Released PAGA Claims” are defined as any and all PAGA claims,
24 liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, action or causes of
25 action of whatever kind or nature, contingent or accrued, for civil penalties pursuant to PAGA,
26 that are alleged in the operative complaint at the time the Court enters an order preliminarily
27 approving this Settlement and Plaintiff’s PAGA notice to the LWDA which occurred during the
28 PAGA Period, but expressly excluding all other claims for vested benefits, wrongful termination,

1 unemployment insurance, disability, social security, workers' compensation, and class claims
2 outside of the PAGA Period.

3 (c) The "PAGA Period" means the period of April 21, 2020 to August 26,
4 2022.

5 9. This Court hereby grants final approval and awards the following: (i) \$70,415.55
6 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Fifty-
7 Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33) and
8 litigation expenses in the amount of Twelve Thousand, Eighty-Two Dollars and Twenty-Two
9 Cents (\$12,082.22); (ii) the Class Representative Service Award to Class Representative, Pedro
10 Rodriguez, in the amount of Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00)
11 in exchange for a general release; (iii) Settlement Administration Costs of Six Thousand Dollars
12 and Zero Cents (\$6,000.00) to ILYM Group, Inc.; and (iv) Six Thousand Dollars and Zero Cents
13 (\$6,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development Agency
14 ("LWDA Payment"); and (v) Two Thousand Dollars and Zero Cents (25% of the PAGA
15 Settlement) to the Aggrieved Employees.

16 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
17 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
18 California Labor Code section 2699(1)(3).

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

21
22
23 DATED: _____, 2023

24
25 _____
26 Hon. Erin Guy Castillo
27 JUDGE OF THE SUPERIOR COURT
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