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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

PEDRO RODRIGUEZ and JOSE GARCIA,  
individuals, on behalf of themselves and on  
behalf of all persons similarly situated,

Plaintiffs,

v.

FERMA GREENBOX, INC., a California  
Corporation; FERMA CORPORATION, a  
California Corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No. RG21101104

**[PROPOSED] JUDGMENT**

Date: July 28, 2023

Time: 9:00 am

Judge: Hon. Evelio Grillo

Dept.: 21

Reservation ID: 131351394793

Trial Date: Not Set

Action Filed: May 21, 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 July 28, 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 Defendants performed work in California from May 21, 2017, to September 30, 2022."

11 2. All persons who meet the foregoing definition are members of the Settlement  
12 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the  
13 Class. There are 52 Class Members who worked for Defendants during the Class Period. After  
14 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

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

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

24 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiffs and  
25 each Class Member who has not validly opted out has released the Defendants from the "Released  
26 Class Claims" as set forth in the Agreement.

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

1 (a) The “Released Class Claims” are defined as all class claims alleged or  
2 which could have reasonably been alleged, based on the facts set forth in either the Complaint  
3 filed on May 21, 2021 or the First Amended Complaint filed on October 18, 2021, which occurred  
4 during the Class period, and expressly excluding all other claims, including claims for vested  
5 benefits, wrongful termination, unemployment insurance, disability, social security, workers’  
6 compensation, and class claims outside of the Class Period.

7 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the  
8 Labor and Workforce Development Agency (“LWDA”), the State of California, and each  
9 “Aggrieved Employee” have released the Defendants from the “Released PAGA Claims” for the  
10 “PAGA Period” as set forth in the Agreement.

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

12 (a) The “Aggrieved Employees” are defined as all of all truck drivers who are  
13 or previously were employed by Defendants and performed work in California during the PAGA  
14 Period. The PAGA Period is defined as the period between March 3, 2020 to September 30, 2022.

15 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in  
16 the operative complaint and Plaintiffs’ PAGA notices to the LWDA which occurred during the  
17 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,  
18 wrongful termination, unemployment insurance, disability, social security, workers’  
19 compensation, and PAGA claims outside of the PAGA Period.

20 9. This Court hereby grants final approval and awards the following: (i) \$83,267.73  
21 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, \$66,666.00  
22 and litigation expenses in the amount of \$16,601.73; (ii) the Class Representative Service Awards  
23 to Class Representatives, Pedro Rodriguez and Jose Garcia, in the amount of \$7,500.00 each in  
24 exchange for a general release; (iii) Settlement Administration Costs of \$8,000.00 to ILYM  
25 Group, Inc.; and (iv) \$7,500.00 (75% of the PAGA Settlement) to the Labor and Workforce  
26 Development Agency (“LWDA Payment”); and (v) \$2,500.00 (25% of the PAGA Settlement) to  
27 the Aggrieved Employees.

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

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

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8 DATED: \_\_\_\_\_, 2023

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11 Hon. Evelio Grillo  
12 JUDGE OF THE SUPERIOR COURT  
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