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11 individually and on behalf of all others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 THOMAS HARDWICK and CARA
15 NOONE, on behalf of themselves and all
16 others similarly situated,

17 Plaintiffs,

18 v.

19 HOOVESTOL, INC., a Minnesota
20 corporation; 10 ROADS EXPRESS, LLC,
21 a Delaware Limited Liability Company;
22 and DOES 1through 10, inclusive,

23 Defendants.

Case No. 20STCV19610

Assigned for All Purposes to:
Hon. William F. Highberger

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
AWARDING ATTORNEYS' FEES,
COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENTS, AND ENTERING
JUDGMENT**

Date: July 8, 2026
Time: 11:00 a.m.
Dept: 10

Complaint Filed: May 21, 2020
FAC Filed: November 15, 2023

1 The Motion for Final Approval of Class Action and PAGA Settlement and Request for
2 Attorneys' Fees, Costs, and Class Representative Service Payments came on regularly for hearing
3 on July ⁸ 6, 2026 ~~at 11:00 a.m.~~ in Department 10 of the above-entitled Court before the Honorable
4 William F. Highberger. The Court having considered the motion, the supporting declarations of
5 James R. Hawkins, Thomas Hardwick, Cara Noone, and Nathalie Hernandez of ILYM Group,
6 Inc., the complete record in this action, and the argument of counsel, and good cause appearing
7 therefor,

8 **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

9 **Jurisdiction and Consolidation**

10 1. The Court has jurisdiction over the subject matter of the Actions and over all Parties to the
11 Actions, including all members of the Settlement Class.

12 2. The Actions consist of three related lawsuits: (a) the Hardwick Class Action, currently
13 pending in this Court as Case No. 20STCV16910, remanded by stipulation from the United States
14 District Court for the Central District of California, Case No. CV20-7505-DMG(MAAX); (b) the
15 Hardwick PAGA Action, pending in this Court as Case No. 20STCV28709; and (c) the Noone
16 PAGA Action, pending in the Superior Court of California, County of Alameda, Case No.
17 21CV003417. The Parties filed a First Amended Complaint consolidating all three Actions into a
18 single operative pleading for purposes of this Settlement. The Court finds that consolidation of
19 the Actions through the First Amended Complaint is appropriate, and all three Actions are hereby
20 consolidated for purposes of this Settlement and Judgment.

21 **Incorporation of Defined Terms**

22 3. This Order incorporates by reference the definitions set forth in the Class Action and
23 PAGA Settlement Agreement ("Settlement Agreement") executed by the Parties, and all
24 capitalized terms used herein shall have the meanings ascribed to them in the Settlement
25 Agreement.

26 **Class Certification for Settlement Purposes**

27 4. For purposes of this Settlement only, and pursuant to Code of Civil Procedure section 382,
28

1 the Court certifies the following Class: all persons employed by Defendants in California and
2 classified as a non-exempt employee who worked as a truck driver during the Class Period.

3 5. The “Class Period” means the time period from May 22, 2016 to December 15, 2022 for
4 Labor Code § 2802 claims, and December 8, 2018 to May 5, 2023 for all other Released Class
5 Claims.

6 6. The Court finds that, for settlement purposes, the Class satisfies all requirements for
7 certification under California law, including numerosity, commonality, typicality, and adequacy
8 of representation.

9 7. The Court appoints Thomas Hardwick and Cara Noone as Class Representatives and
10 appoints James Hawkins, Christina Lucio, and Mitchell Murray of James Hawkins APLC as
11 Class Counsel for the Settlement Class.

12 **Approval of PAGA Settlement**

13 8. The “Aggrieved Employees” means all persons employed by Defendants in California
14 who worked during the PAGA Period. The “PAGA Period” means the period from May 24, 2019
15 to December 15, 2022.

16 9. The Court has independently reviewed the PAGA settlement and finds that the PAGA
17 settlement is a reasonable and adequate settlement of the representative PAGA claims asserted on
18 behalf of the State of California and the Aggrieved Employees. The PAGA Penalties of
19 \$25,000.00 shall be allocated as follows: 75% (\$18,750.00) to the LWDA PAGA Payment, and
20 25% (\$6,250.00) to the Individual PAGA Payments to be distributed to Aggrieved Employees on
21 a pro rata basis according to their PAGA Pay Periods worked during the PAGA Period.

22 10. The Court hereby approves the PAGA settlement pursuant to Labor Code section 2699,
23 subdivision (1)(2).

24 **Notice to the Class**

25 11. The Court finds that the Settlement Administrator, ILYM Group, Inc., mailed the Court-
26 approved Class Notice via U.S. First Class Mail to all 361 individuals in the Class List, after
27 processing all names and addresses against the National Change of Address database.
28

1 12. The Court finds that the notice program described above constitutes the best notice
2 practicable under the circumstances and complies fully with the requirements of California law
3 and due process.

4 **Final Approval of Settlement**

5 17. The Court grants final approval of the Settlement. The Court finds that the Settlement is
6 fair, reasonable, and adequate within the meaning of California law, and that it is in the best
7 interests of the Class and Aggrieved Employees. In reaching this conclusion, the Court has
8 considered all relevant factors, including the strength of Plaintiffs' case balanced against the risk,
9 expense, complexity, and likely duration of further litigation; the risk of maintaining class action
10 status throughout trial; the amount offered in settlement; the extent of discovery completed and
11 the stage of proceedings; the experience and views of Class Counsel; and the reaction of the Class
12 to the proposed Settlement.

13 18. The Court finds that the Settlement was reached following extensive arm's-length
14 negotiations, including two full-day mediation sessions and that there is no evidence of collusion
15 or other conflicts of interest.

16 19. The Court finds that the Gross Settlement Amount of \$878,649.75 reflects the triggering
17 of the escalator clause in Section 9 of the Settlement Agreement, representing an increase of
18 \$383,649.75 over the original Gross Settlement Amount of \$495,000.00.

19 20. The entire Gross Settlement Amount shall be distributed without reversion to Defendants.
20 None of the Gross Settlement Amount will revert to Defendants.

21 **Settlement Payments Approved**

22 The Court hereby approves the following payments from the Gross Settlement Amount:

23 21. Administration Expenses: \$8,950.00 to ILYM Group, Inc. as the Administration Expenses
24 Payment.

25 22. PAGA Penalties: \$25,000.00 in PAGA Penalties, allocated \$18,750.00 (75%) to the
26 LWDA PAGA Payment and \$6,250.00 (25%) to the Individual PAGA Payments to Aggrieved
27 Employees.
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1 23. Class Representative Service Payments: \$15,000.00 to Thomas Hardwick and \$7,500.00
2 to Cara Noone, for a combined total of \$22,500.00, each paid in addition to any Individual Class
3 Payment and Individual PAGA Payment each is entitled to receive as a Participating Class
4 Member. The Court finds these payments fair and reasonable given the risks each Plaintiff
5 assumed in commencing this action, the personal difficulties and notoriety encountered over five-
6 plus years of litigation, the substantial time and effort each devoted including depositions and
7 mediation, the duration of the litigation, and the limited personal benefit each receives relative to
8 the broader Class.

9 24. Attorneys' Fees: \$292,883.25 to James Hawkins APLC as the Class Counsel Fees
10 Payment, representing one-third of the Gross Settlement Amount of \$878,649.75. The Court finds
11 that this fee is fair and reasonable under both the percentage-of-the-common-fund method and the
12 lodestar cross-check. The Court further finds that the requested fee is justified in light of the
13 contingent risk borne by Class Counsel, the complexity and duration of this litigation over more
14 than five years, the results achieved including the escalator clause increase secured during the
15 post-preliminary-approval period, and the additional burden imposed by the sanctions motion and
16 prolonged data verification process, which this Court previously indicated it would consider as
17 part of its fee determination.

18 25. Litigation Costs: \$29,699.40 to James Hawkins APLC as the Class Counsel Litigation
19 Expenses Payment. The Court finds these costs were reasonably and necessarily incurred in the
20 prosecution of this action.

21 26. Net Settlement Amount and Individual Class Payments: The Net Settlement Amount,
22 after deduction of all approved payments set forth herein, shall be distributed to all Participating
23 Class Members. Individual Class Payments shall be calculated by (a) dividing the Net Settlement
24 Amount by the total number of Workweeks worked by all Participating Class Members during
25 the Class Period, and (b) multiplying the result by each Participating Class Member's individual
26 number of Workweeks worked during the Class Period.

27 27. Tax Allocation: Twenty percent (20%) of each Participating Class Member's Individual
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1 Class Payment shall be allocated to settlement of wage claims, subject to tax withholding and
2 reported on an IRS W-2 Form. Eighty percent (80%) shall be allocated to settlement of claims for
3 interest and penalties, not subject to wage withholdings and reported on IRS 1099 Forms.

4 **Funding and Disbursement**

5 28. Defendants shall fully fund the Gross Settlement Amount, and fund the amounts necessary
6 to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no
7 later than 14 days after the Effective Date.

8 29. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator
9 shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
10 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
11 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
12 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
13 Payment, and the Class Representative Service Payments shall not precede disbursement of
14 Individual Class Payments and Individual PAGA Payments.

15 30. The face of each check shall prominently state the date — not less than 180 days after the
16 date of mailing — when the check will be voided. The Administrator shall cancel all checks not
17 cashed by the void date.

18 31. For any Class Member whose Individual Class Payment check or Individual PAGA
19 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
20 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
21 name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of
22 California Code of Civil Procedure section 384, subdivision (b).

23 32. A ~~Compliance Hearing~~ ^{NACR re funding.} is scheduled for 4/14, 2027 at 9 a.m./~~p.m.~~ in
24 Department 10 of the above-entitled Court. Class Counsel shall file a final accounting declaration
25 from the Administrator no later than five court days before the Compliance Hearing. The
26 Administrator's final accounting declaration shall include the number of checks that remain
27 uncashed as of the void date and the total dollar amount represented by such uncashed checks,
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1 and shall confirm that all uncashed funds have been transmitted to the California Controller's
2 Unclaimed Property Fund in the name of each applicable Class Member and/or Aggrieved
3 Employee in accordance with this Order and the Settlement Agreement.

4 **Releases**

5 33. Upon the Effective Date, and upon Defendants' full funding of the Gross Settlement
6 Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
7 Payments:

8 a. Each Participating Class Member, on behalf of themselves and their respective former and
9 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases
10 the Released Parties from all claims that were alleged, or reasonably could have been alleged,
11 based on the Class Period facts stated in the Operative Complaint and ascertained in the course of
12 the Actions, including any and all claims involving any alleged failure to pay minimum wage,
13 overtime and sick pay; alleged failure to provide meal periods; alleged failure to authorize and
14 permit rest periods; alleged failure to reimburse necessary business expenses; alleged failure to
15 timely pay wages at the time of termination; alleged failure to provide accurate itemized wage
16 statements; and unfair competition based on these claims.

17 b. All Non-Participating Class Members who are Aggrieved Employees are deemed to release
18 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
19 have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the
20 PAGA Notices, and ascertained in the course of the Actions, including any and all claims
21 involving any alleged failure to pay minimum wage, overtime and sick pay; alleged failure to
22 provide meal periods; alleged failure to authorize and permit rest periods; alleged failure to
23 reimburse necessary business expenses; alleged failure to timely pay wages at the time of
24 termination; alleged failure to provide accurate itemized wage statements.

25 **No Admission of Liability**

26 34. This Settlement represents a compromise and settlement of highly disputed claims.
27 Nothing in this Order or the Settlement Agreement shall be construed as an admission by
28

1 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
2 have any liability for any claims asserted, nor as an admission by Plaintiffs that Defendants'
3 defenses have merit.

4 **Entry of Judgment and Continuing Jurisdiction**

5 36. Based on the foregoing findings and pursuant to California Rules of Court, rule 3.769(h),
6 the Court hereby makes and enters Judgment in this action. The Court has conducted the required
7 inquiry into the fairness of the proposed Settlement pursuant to rule 3.769(g) and finds the
8 Settlement to be fair, reasonable, and adequate. Judgment is hereby entered in favor of Plaintiffs
9 and the Settlement Class and against Defendants in accordance with the terms of the Settlement
10 Agreement and this Order.

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

18 38. Pursuant to California Rules of Court, rule 3.769(h), the Court retains jurisdiction over the
19 Parties and the Settlement to enforce the terms of this Judgment. Provided this Judgment is
20 consistent with the terms and conditions of the Settlement Agreement, the Parties, their respective
21 counsel, and all Participating Class Members who did not object to the Settlement waive all rights
22 to appeal from this Judgment, including all rights to post-judgment and appellate proceedings, the
23 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

24 **IT IS SO ORDERED.**

25
26 Dated: 7/8, 2026


27 HON. WILLIAM F. HIGHBERGER
28 Judge of the Superior Court