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MOHAMMAD MAHMOOD DAWOOD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MOHAMMAD MAHMOOD DAWOOD,
as an individual and on behalf of all others
similarly situated,

Plaintiff,


v.

TIGER LINES, LLC, a California limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0012329

Assigned for All Purposes to:
Hon. Robert T. Waters
Dept. 11-B


**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: September 18, 2024
Time: 9:00 a.m.
Dept.: 11-B

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1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Declaration of Nikki Trenner (filed on February 20, 2024) (the "Settlement Agreement"), is the
8 product of arms-length negotiations between the parties and the terms of the Settlement
9 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
10 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
11 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
12 obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its March
14 28, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all current
16 and former non-exempt employees who performed work for Defendant Tiger Lines, LLC ("Tiger
17 Lines") in California at any time during the Class Period of December 30, 2018 to July 20, 2023.

18 4. The Court adjudges Plaintiff and the Participating Class Members, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, to have released the Released Parties (as defined in the
21 Settlement Agreement) from all claims that were alleged, or reasonably could have been alleged
22 based on the facts stated in the Operative Complaint, including, all claims involving (1) failure to pay
23 all wages and liquidated damages, (2) failure to reimburse business expenses; (3) failure to provide
24 accurate itemized wage statements; (4) waiting time penalties; and (5) unfair business practices during
25 the Class Period during the Class Period. Participating Class Members' only release these claims for
26 the duration of the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement,
27 Participating Class Members do not release any other claims, including claims for vested benefits,
28 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,

1 disability, social security, workers' compensation, or claims based on facts occurring outside the Class
2 Period.

3 5. The State of California, LWDA and all Aggrieved Employees are deemed to
4 release, on behalf of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
6 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
7 the Operative Complaint and the PAGA Notice, including, (1) failure to pay all wages and liquidated
8 damages, (2) failure to reimburse business expenses; (3) failure to provide accurate itemized wage
9 statements; (4) waiting time penalties; (5) unfair business practices; (6) recordkeeping requirement
10 violations; (7) meal period violations; (8) rest period violations; (9) paid sick leave violations; (10)
11 semimonthly payment violations; (11) standard conditions of labor violations; (12) unlawful
12 deductions; and (13) unlawful agreements/inquiries into criminal history during the PAGA Period.
13 Aggrieved Employees only release these claims for the duration of the PAGA Period.

14 6. The Settlement Administrator is ordered to distribute to the participating Class
15 Members their respective individual settlement payments from the Net Settlement Amount as
16 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the
17 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
18 No funds shall revert to Tiger Lines.

19 7. The Court further orders that the Class Members be provided with notice of this
20 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post
21 notice on its website advising the Class Members that the Court entered Judgment, the date of the
22 Judgment, and that Class Members may obtain a copy of the Judgment upon request from the
23 Settlement Administrator.

24 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
25 \$100,000.00, and an award of costs and expenses in the amount of \$14,257.03. Such amounts
26 shall be paid as provided in the Settlement Agreement.

1 9. The Court approves a service payment to plaintiff and Class Representative
2 Mohammad Mahmood Dawood in the amount of \$10,000.00, and the Settlement Administrator is
3 ordered to make such payment consistent with the terms of the Settlement Agreement.

4 10. The Settlement Agreement provides the Settlement Administrator, ILYM Group,
5 Inc., shall be paid from the Gross Settlement Amount and as set forth in the Declaration of Nick
6 Castro, the Settlement Administrator is owed \$11,995.00 for services rendered and to be rendered
7 in administering the settlement. The Court therefore orders that ILYM Group be paid the amount
8 of \$11,995.00 from the Gross Settlement Amount consistent with the terms of the Settlement
9 Agreement.

10 11. The Court approves civil penalties under PAGA in the amount \$15,000.00, and
11 finds that amount is fair, reasonable, and adequate, and consistent with PAGA's underlying
12 purposes. The PAGA civil penalties shall be distributed to the Labor & Workforce Development
13 Agency and Aggrieved Employees as provided under PAGA and the Settlement Agreement.

14 12. A compliance hearing is set for September 17, 2025, at 9:00 a.m., in Department
15 11-B of the San Joaquin County Superior Court. The parties are ordered to file a joint compliance
16 report no later than ten (10) calendar days before the compliance hearing.

17 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
18 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
19 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
20 contemplated becomes effective and each and every act agreed to be performed by the parties has
21 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
22 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
23 construction, and interpretation of the Settlement Agreement.

24 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
25 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
26 This Order is not a finding of the validity or invalidity of any claims in this action or a
27 determination of any wrongdoing by any party. The final approval of the parties' settlement will
28

1 not constitute any opinion, position or determination of this Court as to the merits of the claims or
2 defenses of any party.

3 15. Judgment is hereby entered as follows: Plaintiff Mohammad Mahmood Dawood
4 and the Participating Class Members, consisting of all current and former non-exempt employees
5 who performed work for Defendant Tiger Lines, LLC ("Tiger Lines") in California at any time during
6 the Class Period of December 30, 2018 to July 20, 2023, who have not otherwise opted out, shall
7 take nothing from Tiger Lines, except as set forth in the Settlement Agreement.

8 16. The Court shall retain jurisdiction over the parties to interpret, implement and
9 enforce this Judgment.

10
11 Dated: September 18, 2024



Judge of the Superior Court

ROBERT T. WATERS