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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

IRMA SERRANO, an individual, on behalf of
herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

SOUTHERN COUNTIES EXPRESS, INC., a
Michigan Corporation; UNIVERSAL
LOGISTICS HOLDINGS, INC., a Michigan
Corporation; UNIVERSAL INTERMODAL
SERVICES, INC., a Michigan Corporation, and
DOES 1 TO 50,

Defendants.

JCCP No. 5391

CASE NO.: CIVSB2428736

Assigned to the Hon. Kevin Lee

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

HEARING INFO

Date: July 7, 2026

Time: 8:30 a.m.

Dept.: S26

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 07 2026

BY *Valerie Urueña*
VALERIE URUEÑA, DEPUTY

1 This matter having come for hearing regarding the unopposed Motion for Final Approval of
2 Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement
3 (the "Settlement"). In conformity with California Rules of Court, rule 3.769, with due and adequate
4 notice having been given to Class Members (as defined in the Settlement), and having considered the
5 Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed
6 and proceedings had herein, all oral and written comments received regarding the Settlement, and
7 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final
8 approval of the Settlement and orders and makes the following findings and determinations and enters
9 final judgment as follows:

10 1. All terms used in this order shall have the same meaning as those terms are used and/or
11 defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action and is made a
14 part of this order.

15 2. The Court has subject matter jurisdiction to approve this Settlement and all exhibits
16 thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement, consisting of all non-exempt hourly employees who work or worked for Defendant
19 Southern Counties Express, Inc. in California at any time between September 19, 2020, and October
20 12, 2025, including individuals who received both IRS Forms W-2 and 1099-MISC. The PAGA
21 Members consist of all non-exempt hourly employees who work or worked for Defendant in
22 California at any time between September 19, 2023, and October 12, 2025, including individuals who
23 received both IRS Forms W-2 and 1099-MISC. The Court deems this definition sufficient for the
24 purpose of Rule 3.769 of the California Rules of Court.

25 4. The Court finds that the Settlement Class consists of 396 Class Members, of whom
26 387 are Participating Class Members and a well-defined community of interest exists on the questions
27 of law and fact involved because in the context of the Settlement: **(i)** all related matters, predominate
28 over any individual questions; **(ii)** the claims of the Plaintiff is typical of claims of the Class Members;

1 and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel
2 have fairly and adequately represented and protected the interest of the Class Members.

3 5. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
4 Administrator, completed the distribution of the Class Notice in a manner that complies with
5 California Rule of Court 3.766. The Class Notice, provided in English and Spanish, informed all
6 Class Members of the Settlement terms, their rights to receive their settlement share, their right to
7 submit a request for exclusion, their right to comment on or object to the Settlement, and their right
8 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
9 Settlement. A sufficient response period was provided. No Class Members filed written objections or
10 submitted notices of intent to appear, and nine Class Members requested exclusion: Jorge L. Amador,
11 Miguel Llamas, Carlos Manuel Rodriguez Henriquez, Jorge Rodriguez Enriquez, Miguel Toledo,
12 Jose Jimenez, Evenor Nunez, Juan Lopez, and Francisco Garcia.

13 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
15 compliant with all applicable requirements of the California Code of Civil Procedure, the California
16 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
17 and any other applicable law, and in the best interests of each of the Parties and Class Members.

18 7. The Court directs the Parties to effectuate the Settlement Agreement according to its
19 terms and declares the Settlement Agreement to be binding on all 387 Participating Class Members.

20 8. The Court finds that the Settlement Agreement has been reached as a result of
21 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
22 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
23 their respective positions.

24 9. The Court separately and expressly approves the PAGA portion of the Settlement
25 pursuant to Labor Code section 2699(l). The Court finds that the PAGA settlement is fair, adequate,
26 and reasonable in light of the purposes and policies of the Private Attorneys General Act. The Court
27 further finds that the allocation of \$10,000 in PAGA penalties, with 65% (\$6,500) payable to the
28 California Labor and Workforce Development Agency and 35%(\$3,500) payable to the PAGA

1 Members, is appropriate and consistent with the statute. The Court further finds that Plaintiff has
2 complied with all notice and submission requirements under Labor Code section 2699(1)(2), and that
3 the State of California has not objected to the PAGA settlement.

4 10. The Court also finds that the Settlement will now avoid additional and potentially
5 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
6 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
7 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
8 significant relief for Class Members.

9 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
10 finding of the validity of any allegations or any wrongdoing by Defendant.

11 12. The Court appoints Plaintiff Irma Serrano as Class Representative and finds her to be
12 adequate.

13 13. The Court appoints Michelle Eshaghian of Eshaghian Law, P.C. and Mehrdad
14 Bokhour of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate,
15 experienced, and well-versed in class action litigation.

16 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
17 \$650,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
18 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
19 Agreement, subject to this Order.

20 15. The Court approves the following allocations, which fall within the ranges stipulated
21 by and through the Settlement Agreement:

22 A. The Court awards \$10,000.00 to the Settlement Administrator and finds this
23 amount to be fair and reasonable. The Court grants final approval and orders
24 the Settlement Administrator to pay this amount in accordance with the
25 Agreement.

26 B. The Court awards \$216,666.67 to Class Counsel as attorneys' fees and finds
27 this amount to be fair and reasonable in light of the benefit obtained for the
28 Class. The Court grants final approval of, awards, and orders that the Class

Counsel fees be paid in accordance with the Settlement Agreement.

C. The Court awards \$22,941.19 to the Bokhour Law Group, P.C., in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of and orders the Class Counsel litigation expenses payment in this amount to be made in accordance with the Settlement Agreement.

D. The Court awards \$10,000 to the class representative as payment requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of and orders that the class representative's payment be made in accordance with the Settlement Agreement.

E. The Court approves the \$10,000 allocation for penalties under the Labor Code Private Attorneys General Act of 2004 and orders 65%(\$6,500) to be paid to the California Labor and Workforce Development Agency and 35%(\$3,500) to be paid to the PAGA Employees, in accordance with the Settlement Agreement.

16. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.

18. The Settlement shall bind all 387 Participating Class Members, and this Order, including the release of claims set forth in the Settlement Agreement, is final and binding as to them.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this Order and the Settlement Agreement.

20. All checks mailed to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall send the uncashed funds to the California Controller's Unclaimed

Property Fund in the name of the Class Member.

21. Within 10 days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, Rule 3.771(b), by posting a copy of this Order and Final Judgment on the Settlement Administrator's settlement website for this matter.

22. The Court retains continuing and exclusive jurisdiction over the Parties, the Action, and the Settlement pursuant to California Rules of Court, rule 3.769(h), for the limited purposes of: (a) enforcing the terms of the Settlement Agreement and this Judgment; (b) supervising settlement administration and distribution; and (c) addressing such post judgment matters as may be appropriate under applicable law.

23. This Judgment finally resolves all claims released by the Settlement Agreement and is intended to be a final, appealable judgment.

24. The Court sets a Distribution Compliance Hearing for Aug 6th, 2027 at 8:30 a.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds.

25. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant and the Released Parties as set forth in the Agreement.

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

JUL 07 2026
DATED: _____, 2026



HONORABLE KEVIN LEE