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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 04 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

TONY JONES, individually, and on behalf of
other similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

SADDLE CREEK CORPORATION dba
SADDLE CREEK LOGISTICS SERVICES; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2024-01379065-CU-OE-CXC

Honorable David A. Hoffer
Department CX103

~~REVISED PROPOSED~~ **FINAL**
APPROVAL ORDER AND JUDGMENT

Complaint Filed: February 14, 2024
FAC Filed: April 9, 2025
Trial Date: Not Set

1 Plaintiff Tony Jones' ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on March 2, 2026 at 1:30 p.m. before the Honorable David A. Hoffer in
4 Department CX103 of the above-captioned Court located at Civil Complex Center, 751 West Santa
5 Ana Boulevard, Santa Ana, California, 92701.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together,
8 "Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
9 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
10 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
11 the Class Representative (Tony Jones), and the Settlement Administrator (Nathalie Hernandez on
12 behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
13 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
14 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
15 FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendant Saddle Creek Corporation dba Saddle Creek Logistics Services
18 ("Defendant") (together, with Plaintiff, the "Parties"), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for
21 Defendant in the State of California at any time during the Class Period." The "Class Period" is
22 defined as the period from February 14, 2020 through February 8, 2025.

23 3. The Court appoints Plaintiff Tony Jones as the Class Representative for settlement
24 purposes only.

25 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
26 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$5,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$492,000.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$32,322.26. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$9,950.00 to ILYM Group, Inc. for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$56,250.00 to the California
6 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that within five (5) business days after the Effective Date,
9 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
10 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and
14 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
15 Settlement Administration Costs to itself.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
19 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
20 Division in the name of the Settlement Class Member and/or PAGA Employee.

21 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
22 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
23 compromised, relinquished, and discharged the Released Parties of any and all claims which were
24 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
25 arising during the Class Period, which specifically includes claims for Defendant's alleged failure to
26 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
27 payments, timely pay wages during employment and upon termination, provide accurate wage
28 statements, and reimburse necessary business-related expenses in violation of California Labor Code

1 §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and
2 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and
3 Professions Code sections 17200, *et seq.* (collectively, “Released Class Claims”).

4 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
5 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
6 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
7 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter
8 and only to the extent that they are alleged in the Operative Complaint, arising during the PAGA
9 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
10 sections 2698 *et seq.*, which specifically including claims for Defendant’s alleged failure to pay
11 overtime and minimum wages, provide compliant meal and rest periods and associated premium
12 payments, timely pay wages during employment and upon termination, provide complaint wage
13 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
14 expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
15 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
16 Wage Order (collectively, “Released PAGA Claims”).

17 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
18 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
20 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
21 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
22 unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to
23 have or may have. It is agreed that this is a general release and is to be broadly construed as a release
24 of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include
25 a release of any claims that cannot be released hereunder by law. Any and all rights granted under
26 any state or federal law or regulation limiting the effect of the Settlement Agreement, including the
27 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
28 Section 1542 of the California Civil Code reads as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
4 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

5 19. "Released Parties" means Defendant and its past, present, and/or future, direct and/or
6 indirect, officers, directors, members, managers, exempt employees, agents, representatives, attorneys,
7 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
8 divisions, predecessors, successors, assigns, and joint venturers.

9 20. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
11 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
12 Settlement and the determination of all controversies relating thereto.

13 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
14 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
15 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

16 22. A Final Report Hearing is set for November 16, 2026 at 1:30 p.m. in Department
17 CX103 of this Court located at Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana,
18 California, 92701. The Settlement Administrator shall file a Final Report by sixteen (16) court days
19 prior to the Final Report Hearing.

20 **IT IS SO ORDERED.**

21 Dated: 3/4/26


Honorable David A. Hoffer

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF ORANGE

3 I, Lorena Bautista, certify and declare as follows:

4 I am over eighteen years of age and not a party to the within action; my business
5 address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On March 4, 2026,
6 I served a copy of the following document(s):

- 7 • **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

8 on the interested parties as follows:

9 Aaron H. Cole (State Bar No. 236655)
10 Briana N. LaBriola (State Bar No. 293548)
11 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
12 400 South Hope Street, Suite 1200
13 Los Angeles, California 90071
14 Tel: (213) 239-9800 / Fax: (213) 239-9045
15 Emails: aaron.cole@ogletree.com;
16 briana.labriola@ogletree.com;
17 mimie.normis@ogletree.com;
18 dianna.kinnamon@ogletreedeakins.com

19 Attorneys for Defendant Saddle Creek Corporation dba Saddle Creek Logistics Services

20 **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered
21 electronically to be delivered to the above referenced addressee(s) via email from email
22 address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure
23 section 1010.6(e)(1). I did not receive any electronic message or other indication that
24 the transmission was unsuccessful.

25 **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to
26 the California Labor and Workforce Development Agency through the online system
27 established for the submission of notices and documents, in conformity with California
28 Labor Code section 2699(I). I did not receive, within a reasonable time after the
transmission, any electronic message or other indication that the transmission was
unsuccessful.

STATE: I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

Executed on March 4, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista