

1 David Mara, Esq. (230498)
2 Jill Vecchi, Esq. (299333)
3 Carter Cordura, Esq. (359252)
4 **MARA LAW FIRM, PC**
5 3160 Camino Del Rio South, Suite 207
6 San Diego, California 92108
7 Telephone: (619) 234-2833
8 Facsimile: (619) 234-4048

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

JUN 18 2026

Arlene Guardado
ARLENE GUARDADO, Deputy

9
10 Attorneys for Plaintiff ADAN MENDOZA,
11 on behalf of himself, all others similarly situated,
12 and on behalf of the general public.

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

16 ADAN MENDOZA, on behalf of himself, all
17 others similarly situated, and on behalf of the
18 general public,

19 Plaintiffs,

20 v.

21 ELITE FUELS TRANSPORTATION, INC.;
22 and DOES 1-100,

23 Defendants.

Case No. CIVSB2427100

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

Date: June 18, 2026

Time: 8:30 a.m.

Judge: Hon. Lily L. Sinfield

Dept.: S31

PROPOSED ORDER

Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion for Final Approval") came before this Court, the Honorable Lily L. Sinfield, presiding, on June 18, 2026 at 8:30 a.m. The Court having considered the papers submitted in support of the Motion for Final Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. All terms used herein shall have the same meaning as defined in the Parties' Joint Stipulation and Settlement Agreement and the Order Granting Plaintiff Adan Mendoza's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement ("Preliminary Approval Order").

2. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include all current or former hourly drivers, delivery drivers, truck drivers, truck workers, or similar job designations covered by, *inter alia*, California IWC Occupational Wage Order No. 9-2001, and Title 8, *California Code of Regulations*, section 11110, who drove for Defendant and who spent a majority of their work time in California and/or had their base of operations in California from August 1, 2023 through September 14, 2025.

3. The "Aggrieved Employees" are is similarly defined to include all current or former hourly drivers, delivery drivers, truck drivers, truck workers, or similar job designations covered by, *inter alia*, California IWC Occupational Wage Order No. 9-2001, and Title 8, *California Code of Regulations*, section 11110, who drove for Defendant and who spent a majority of their work time in California and/or had their base of operations in California from August 1, 2023 through September 14, 2025.

4. The Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the proceeding.

5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final

1 Approval ("Class Notice") was mailed by first-class U.S. mail to all Class Members. The Class
2 Notice informed the Class of the material terms of the settlement, of their right to receive a *pro rata*
3 portion of the Net Settlement Amount, of their right to request exclusion from the settlement, of their
4 right to comment upon or object to the settlement and to appear in person or through counsel at the
5 Final Approval Hearing and of the date set for the Final Approval Hearing. Adequate periods of time
6 were provided by each of these procedures.

7 6. In response to the Class Notice, no member of the Class submitted a written objection
8 to the settlement or stated an intention to appear at the Final Approval Hearing. In addition, no
9 member of the Class submitted a request to be excluded from the settlement. Moreover no member of
10 the Class submitted any workweek disputes.

11 7. The Court finds and determines that this notice procedure afforded adequate
12 protections to Class Members and provides the basis for the Court to make an informed decision
13 regarding approval of the settlement based on the Class Members' response. The Court finds and
14 determines that the Class Notice was the best notice practicable under the circumstances and satisfied
15 the requirements of law and due process.

16 8. The Court further finds and determines that the terms of the settlement are fair,
17 reasonable, and adequate to the Class and to each Class Member. The Gross Settlement Amount
18 ("GSA") is \$370,000.

19 9. Pursuant to California law, the Court hereby grants final approval of the settlement.
20 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-
21 length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
22 conducted extensive investigation, research, and discovery and that their attorneys were able to
23 reasonably evaluate their respective positions. The Court also finds that settlement will enable the
24 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
25 Parties were to continue to litigate the case. The Court has considered the absence of objections,
26 workweek disputes, and requests for exclusion from the settlement, reviewed the monetary recovery
27 provided as part of the settlement, and recognizes the significant value accorded to the Class.

1 Accordingly, the Court hereby approves the terms set forth in the Joint Stipulation and Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs
3 the Parties to effectuate the settlement according to its terms.

4 10. A full opportunity has been afforded to the Class Members to participate in the Final
5 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
6 The Class Members also have had a full and fair opportunity to exclude themselves from the
7 settlement. Accordingly, the Court determines that all Class Members who did not submit a timely
8 and valid request for exclusion from the settlement to the Settlement Administrator ("Participating
9 Class Members") are bound by this Order Granting Plaintiff's Motion for Final Approval of Class
10 and PAGA Action Settlement ("Final Approval Order and Judgment").

11 11. In exchange for a portion of the Net Settlement Amount, upon the date that the
12 settlement funds are paid in full by Defendant, all Participating Class Members shall be deemed and
13 are deemed to have conclusively released and forever discharged the Released Parties from the
14 Released Class Claims, as defined in the Joint Stipulation and Settlement Agreement .

15 12. In exchange for a portion of the PAGA Payment, upon the date that the settlement
16 funds are paid in full by Defendant, all PAGA Aggrieved Employees shall be deemed and are deemed
17 to have conclusively released and forever discharged the Released Parties from the Released PAGA
18 Claims, as defined in the Joint Stipulation and Settlement Agreement .

19 13. The Court hereby confirms David Mara, Jill Vecchi, and Carter Cordura of Mara Law
20 Firm, PC, as Class Counsel in this action.

21 14. The Court hereby confirms Plaintiff Adan Mendoza as the Class Representative in this
22 action.

23 15. The Court finds and determines that the Individual Settlement Shares provided for by
24 the terms of the Joint Stipulation and Settlement Agreement to be paid to the Participating Class
25 Members are fair and reasonable. The Court hereby gives final approval to and orders the payment of
26 those amounts be made to the Participating Class Members in accordance with the terms of the Joint
27 Stipulation and Settlement Agreement.

16. The Court finds and determines the Class Representative Enhancement Payment in the sum of \$7,500 to Plaintiff Adan Mendoza is fair and reasonable. The Court hereby orders the Settlement Administrator to make the payment to the Plaintiff/Class Representative Adan Mendoza in the amount of \$7,500 for the Class Representative Enhancement Payment in accordance with the terms of the Joint Stipulation and Settlement Agreement .

17. The Court finds and determines that the payment to the Settlement Administrator, Apex Class Action LLC, in the sum of \$6,850 for its fee and expenses incurred and to be incurred for the notice and settlement administration process is fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to itself in the amount of \$6,850 for Administration Costs in accordance with the terms of the Joint Stipulation and Settlement Agreement .

18. Pursuant to the terms of the settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of \$123,333.33 and a Cost Award of \$11,195.59 to Class Counsel. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to Class Counsel in the amount of \$123,333.33 for attorneys' fees and \$11,195.59 for litigation expenses in accordance with the terms of the Joint Stipulation and Settlement Agreement .

19. The Court finds and determines that the payment to the Labor and Workforce Development Agency (“LWDA”), in the sum of \$9,750 (which is 65% of the \$15,000 allocated to claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of \$9,750 for the PAGA payment in accordance with the terms of the Joint Stipulation and Settlement Agreement . The Court orders that the remaining amount of \$5,250 be distributed to PAGA Aggrieved Employees in accordance with the terms of the Joint Stipulation and Settlement Agreement.

20. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Joint Stipulation and Settlement Agreement. Pursuant to the terms of the Joint Stipulation and Settlement Agreement, Defendant shall not be liable for more than the agreed upon

1 Gross Settlement Amount.

2 21. The Court finds and determines that the release contained in the Joint Stipulation and
3 Settlement Agreement is appropriate and shall bind all Participating Class Members.

4 22. Nothing in this Final Approval Order and Judgment shall preclude any action to
5 enforce the Parties' obligations pursuant to the Joint Stipulation and Settlement Agreement or
6 pursuant to this Final Approval Order and Judgment, including the requirement that Defendant make
7 payments to Settlement Class Members in accordance with the Joint Stipulation and Settlement
8 Agreement .

9 23. The Court finds and determines that nothing in the Joint Stipulation and Settlement
10 Agreement or this Final Approval Order and Judgment is intended or will be construed as an
11 admission of liability or wrongdoing by Defendant.

12 24. The Court hereby enters final judgment in this action in accordance with the terms of
13 the Joint Stipulation and Settlement Agreement, Preliminary Approval Order, and this Final Approval
14 Order and Judgment.

15 25. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
16 for by the Joint Stipulation and Settlement Agreement and this Final Approval Order and Judgment.

17 26. Without affecting the finality of this Final Approval Order and Judgment in any way,
18 the Court retains jurisdiction of all matters relating to the interpretation, administration,
19 implementation, effectuation and enforcement of this order and the Settlement pursuant to California
20 Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

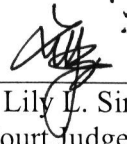
21 **JUDGMENT**

22 27. This document shall constitute a judgment for purposes of California Rules of Court,
23 Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and
24 Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure
25 sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named
26 Plaintiff/Class Representative and all Settlement Class Members shall take nothing from Defendant
27 except as expressly set forth in the Joint Stipulation and Settlement Agreement. The Court, pursuant
28

1 to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6, shall
2 retain jurisdiction over the parties to enforce the terms of the judgment.

3 **IT IS SO ORDERED.**

4 Dated: 06/18/2020

5 
6 Honorable Lily L. Sinfield
7 Superior Court Judge