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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MARCELO CORTINAS, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

ROADEX CY, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV12792

*[Assigned for all purposes to the Hon. Elaine
Lu, Dept. 9]*

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

FINAL APPROVAL HEARING

Date: September 8, 2026

Time: 8:30 a.m.

Dept: 9

Complaint filed: May 20, 2024

FAC filed: August 7, 2025

Trial date: None set

~~PROPOSED~~ ORDER

This matter came on for hearing on September 8, 2026, at 8:30 a.m., in Department 9 of the above-captioned Court regarding Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") pursuant to California Rules of Court, Rule 3.769. On April 2, 2026, this Court issued an Order granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). Plaintiff Marcelo Cortinas ("Plaintiff") now seeks an Order granting final approval of the Amended Class Action and PAGA Settlement Agreement ("Agreement"), a true and correct copy of which is attached as **Exhibit 2** to the Supplemental Declaration of Arman A. Salehi in Support of Plaintiff's Motion for Preliminary Approval, filed March 26, 2026.

Having reviewed and considered the Agreement, the supporting papers filed by the Parties and the evidence and argument in conjunction with the Preliminary Approval Order and the instant Motion, the Court **GRANTS** final approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS AND FINDINGS:**

1. All terms used in this Order shall have the same meanings as those terms are used and/or defined in the Agreement, *supra*, and the Motion.

2. The Court has personal jurisdiction over Plaintiff and Defendant RoadEx CY, Inc. ("Defendant"), the Parties to this litigation, and subject matter jurisdiction to approve this Settlement, the Agreement, and all exhibits thereto.

3. Pursuant to the Preliminary Approval Order, the Class Notice was sent to each Class Member by First Class mail. The Class Notice informed Class Members of the terms of the Settlement, their right to receive an Individual Class Payment and an Individual PAGA Payment, if eligible, and their right to: (a) comment on or object to the Settlement; (b) request exclusion from (opt out of) the class action portions of the Settlement and pursue their own remedies with respect to the class claims; (c) dispute the calculation of their Individual Class Payment and/or Individual PAGA Payment; and (d) appear at the Final Approval Hearing. No Class Member has objected to or requested exclusion from the proposed Settlement, and no Class Member has submitted a dispute.

1 4. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on Class Members' responses. The Court finds and
4 determines that the Class Notice provided in this case was the best notice practicable and satisfied
5 the requirements of law and due process. Notice was provided to the Class Members in compliance
6 with the Agreement and Preliminary Approval Order, California Code of Civil Procedure section
7 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
8 and any other applicable law. Specifically, the Class Notice: (i) fully and accurately informed Class
9 Members about the lawsuit and Settlement; (ii) provided sufficient information to allow Class
10 Members reasonably to decide whether to opt out of the class action components of the Settlement
11 and pursue their own remedies or object to the Settlement; (iii) provided procedures for Class
12 Members to opt out of or object to the Class Settlement, dispute the number of Workweeks and/or
13 Pay Periods, and appear at the Final Approval Hearing; (iv) provided the time, date, and place of
14 the Final Approval Hearing; and (v) provided both English and Spanish translations of the Class
15 Notice. A full opportunity has been afforded to Class Members to participate in this hearing and
16 all Participating Class Members and other persons wishing to be heard have been heard.
17 Accordingly, the Court determines that all Class Members who did not submit a valid request for
18 exclusion are bound by this Final Approval Order.

19 5. With respect to the Class and for purposes of approving this Settlement only, this
20 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
21 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
22 Class and a well-defined community of interest among Class Members with respect to the subject
23 matter of the action; (c) Plaintiff's claims are typical of Class Members' claims; (d) Plaintiff has
24 fairly and adequately protected the interests of the Class in his capacity as Class Representative;
25 (e) a class action is superior to other available methods for the efficient adjudication of this
26 controversy; and (f) Plaintiff's counsel of record are qualified to serve as Class Counsel. In
27 negotiating, entering, and implementing the Agreement, Plaintiff and Class Counsel have fairly
28 and adequately represented and protected the interest of the Class.

1 6. The Court has certified a Class for purposes of settlement only, defined as all persons
2 employed by Defendant in California and classified as an hourly-paid non-exempt non-driver who
3 worked for Defendant during the Class Period from May 20, 2020, to August 29, 2025 (“Class
4 Members”). The Court deems this definition sufficient for purposes of California Rules of Court,
5 Rule 3.765(a). The Court finds further that the Settlement satisfies the standards and applicable
6 requirements for final approval of a class action settlement under California law, including the
7 provisions of California Code of Civil Procedure sections 382 and California Rules of Court, Rule
8 3.769, and applicable law.

9 7. Pursuant to Labor Code Section 2699, subdivision (1)(2), the Court also approves the
10 Settlement’s provisions relating to settlement of claims under the Private Attorneys General Act
11 (“PAGA”), Lab. Code § 2698, *et seq.* “Aggrieved Employees,” whether Participating or Non-
12 Participating Class Members, are defined as persons employed by Defendant in California and
13 classified as an hourly-paid non-exempt non-driver who worked for Defendant during the PAGA
14 Period from June 21, 2023, to August 29, 2025.

15 8. The Court hereby confirms John G. Yslas, Arrash T. Fattahi, and Arman A. Salehi of
16 Wilshire Law Firm, PLC as Class Counsel.

17 9. The Court hereby confirms Plaintiff as the Class Representative.

18 10. The Court finds and determines that the terms of the Settlement are fair, reasonable,
19 and adequate, and directs the Parties to effectuate the Agreement to be binding on all Class
20 Members according to its terms, having found that the Settlement was reached because of informed
21 and non-collusive arm’s length negotiations facilitated by a neutral mediator.

22 11. The Court finds that the Parties conducted adequate investigation, research, and
23 discovery, and that their attorneys were able reasonably and intelligently to evaluate their
24 respective positions. The Court also finds that the Settlement will enable the Parties to avoid
25 additional and potentially substantial litigation costs, as well as associated delay and risks if the
26 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
27 provided by the Settlement and recognizes the significant value to the Class. Accordingly, the
28 Court finally **APPROVES** of the terms and conditions memorialized in the Agreement as to the

1 Participating Class Members and Aggrieved Employees. The Court finds that the Settlement is, in
2 all respects, fair, reasonable, and adequate and in the best interests of Participating Class Members
3 and Aggrieved Employees and hereby directs implementation of all remaining terms, conditions,
4 and provisions of the Agreement.

5 12. The Court hereby approves and confirms that Defendant shall pay a total of
6 **\$212,500.00** as the Gross Settlement Amount to resolve this litigation in its entirety according to
7 the following payment schedule: first installment in the amount of no less than \$85,000, to be made
8 30 days after entry of the Court's Order granting Final Approval ("First Installment"); second
9 installment in the amount of no less than \$85,000, to be made 30 days after payment of the First
10 Installment ("Second Installment"); and third installment of any remaining balance, to be made
11 30 days after payment of the Second Installment ("Third Installment"). Defendant retains the
12 option to pay the Second and Third Installment earlier. If the date of funding falls on a court
13 holiday or weekend, Defendant shall pay the installment on the following non-holiday weekday.

14 13. Any and all employer payroll taxes shall be paid by Defendant separately from the
15 Gross Settlement Amount.

16 14. The Court hereby approves and confirms the following payments from the Gross
17 Settlement Amount as fair and reasonable:

18 (a) PAGA Penalties in the amount of **\$10,000.00** for the settlement of PAGA claims,
19 allocated 65% (\$6,500.00) to the Labor and Workforce Development Agency
20 ("LWDA") and 35% (\$3,500.00) to Aggrieved Employees on a pro rata basis.

21 (b) A Class Representative Service Payment of **\$5,000.00** to Plaintiff for his service on
22 behalf of the Class.

23 (c) An Administration Expenses Payment in the amount of **\$6,990.00** to Apex Class
24 Action Administration ("Apex") for expenses incurred administering the
25 Settlement.

26 (d) A Class Counsel Fees Payment in the amount of **\$70,833.33** and a Class Counsel
27 Litigation Expenses Payment in the amount of **\$18,108.88**.

28 15. The Court hereby grants final approval to and orders the payment of those amounts

1 in accordance with the Agreement.

2 16. The Court finds and determines that the remaining Net Settlement Amount shall be
3 distributed on a pro rata basis to Participating Class Members as Individual Class Payments, as
4 provided by the Agreement. The Court hereby gives final approval to and orders the payment of
5 those amounts in accordance with the Agreement.

6 17. The Court finds that the Parties adequately performed their obligations under the
7 Agreement and Preliminary Approval Order.

8 18. Entry of this Final Approval Order shall constitute a full and complete bar against
9 Plaintiff, Class Members, and Aggrieved Employees (whether individually, cumulatively, or in
10 any combination or in any manner) and in favor of the Released Parties (as defined in the
11 Agreement) from bringing any of the Released Class Claims against Defendant or the other
12 Released Parties (whether individually, cumulatively, or in any combination or in any manner)
13 and shall constitute *res judicata* and collateral estoppel with respect to the Released Class
14 Claims. Furthermore, as of the Effective Date, the Court finally and permanently bars and
15 restrains all Aggrieved Employees from pursuing, or seeking to reopen, any of the Released
16 PAGA Claims (as defined in the Agreement and/or the Class Notice).

17 19. Upon the receipt of the Class Counsel Fees and Litigation Expenses Payments, as
18 ordered by the Court on Final Approval of the Settlement, Class Counsel shall fully and finally
19 release Defendant and the Released Parties from any and all claims for attorneys' fees and
20 expenses arising from the action, and for attorneys' fees and expenses for any claims released by
21 the Participating Class Members related to the action, whether known and unknown, under
22 federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of
23 law.

24 20. The Court orders the Parties to comply with and carry out all terms and provisions
25 of the Agreement, to the extent that the terms thereunder do not contradict Final Approval Order,
26 in which case the provisions of this Order shall take precedence and supersede the Agreement.

27 21. Without affecting the finality of this Order or the entry of Judgment in any way, this
28 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,

1 administration, effectuation and enforcement of this Order, the Settlement, and the Agreement.

2 22. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
3 fees, or for any other charge, expense, or liability, except as provided for by the Agreement.

4 23. The Settlement is not a concession or admission, and the Agreement shall not be
5 used against Defendant, or any of the other Released Parties, as an admission of fault or
6 indication with respect to any claim of any fault or omission by Defendant or any other Released
7 Party. Except as necessary to enforce the terms of the Settlement, neither the Agreement, nor any
8 other document, statement, proceeding, or conduct related to the Settlement, nor any reports or
9 accounts thereof, shall in any event be construed as, offered or admitted into evidence as,
10 received as or deemed to be in evidence for any purpose adverse to the Defendant or any
11 Released Party, including, but not limited to, evidence of a presumption, concession, indication
12 or admission by Defendant or any of the other Released Parties of any liability, fault,
13 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Agreement.

15 24. The Parties will bear their own costs and attorneys' fees except as otherwise
16 provided by this Order.

17 25. All checks mailed to Class Members must be cashed within one hundred and eighty
18 (180) days after mailing (void date). If a Class Member fails to cash his/her check by the void
19 date, the Administrator shall submit such funds to the California Unclaimed Property Fund in the
20 Class Member and/or Aggrieved Employee's name. The Court finds that this procedure meets the
21 requirements of Code of Civil Procedure section 384.

22 26. Within seven (7) days of this Order, the Administrator shall give notice of Judgment
23 to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this
24 Order and Final Judgment on its website.

25 27. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6,
26 and California Rule of Court 3.769(h), the Court retains continuing jurisdiction over the action
27 and the Settlement for purposes of (a) enforcing the Agreement, (b) addressing settlement
28 administration matters, and (c) addressing such post-judgment matters as may be appropriate

under court rules or applicable law.

28. This Final Judgment is intended to be a final disposition of the action in its entirety and is intended to be immediately appealable. This Final Judgment resolves and extinguishes all claims against Defendant released by the Settlement and in accordance with the Agreement.

29. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Final Approval Order as of the date of the order. By operation of the entry of this Final Approval Order, the Parties and Participating Class Members are ordered to perform their respective duties and obligations under the Agreement.

30. **Notice of Judgment.** Plaintiff is to give notice to all Class Members of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

31. **Copy to LWDA.** Within ten (10) days of entry of this Final Approval Order and Judgment, Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code § 2699, subdivisions (1), (3), & (4).

32. Upon completion of administration of the Settlement, the Administrator will provide written certification of such completion to the Court, which shall be filed with the Court fifteen ~~non-appearance case review~~ (15) days before the ~~Settlement compliance hearing~~ set for Sept. 8, 2027, at 8:30 a.m. If the Court is satisfied that the Gross Settlement Amount has been fully distributed, no appearance will be required.

33. The Court hereby enters Final Judgment in accordance with the terms of the Settlement, the Preliminary Approval Order, and this Final Approval Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 09/08/2026



~~Honorable Elaine Lu~~

Judge of the Superior Court

Laura A. Seigle

Laura A. Seigle / Judge