

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3500

San Diego, CA 92121

Telephone: (619)599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3500

San Diego, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

RODNEY STOVALL, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiff,

vs.

JAVELIN LOGISTICS COMPANY, INC.,
CARSON CONSULTING CORP., and DOES
1-50, inclusive;

Defendants.

Case No. RG20075705

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: August 9, 2022

Time: 3:00 p.m.

Reservation No.: A-20075705-0001

Judge: Hon. Brad Seligman

Dept.: 23

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and motion for an award of
3 attorneys' fees, costs and service awards duly came on for hearing on August 9, 2022, before the
4 above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff RODNEY STOVALL ("Plaintiff"). Hopkins & Carley, ALC, appeared on behalf of
6 Defendant JAVELIN LOGISTICS COMPANY, INC., and Defendant CARSON CONSULTING
7 CORP. (hereinafter "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All terms used herein shall have the same meaning as defined in the
13 Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Alameda ("Court"), Case No. RG20075705,
16 entitled *Stovall v. Javelin Logistics, Inc.*, and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On April 5, 2022, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on May 20, 2022.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation
27 and the proposed settlement to the members of the Class Members. The Court finds that the
28 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was July 5, 2022. There
2 was an adequate interval between notice and deadline to permit Class Members to choose what to
3 do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$699,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the parties. There is no evidence of any collusion between the parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to
13 allow the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. The percentage of objectors and requests for exclusion is small. No
18 objections were received. No requests for exclusion were received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
23 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
24 the Released Class Claims, given the uncertainties and risks of the litigation and the delays which
25 would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Settlement Class Members.

28 ///

1 **Attorneys' Fees and Litigation Expenses**

2 9. The Agreement provides for a Class Counsel Award in the amount of up to
3 Two Hundred Forty-Eight Thousand Dollars and Zero Cents (\$248,000.00). Subject to Court
4 approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross
5 Settlement Amount, or Two Hundred Thirty-Three Thousand Dollars and Zero Cents
6 (\$233,000.00) and reimbursement of costs and expenses not to exceed Fifteen Thousand Dollars
7 and Zero Cents (\$15,000.00).

8 10. A Class Counsel Award of Two Hundred Forty-Eight Thousand Dollars and
9 Zero Cents (\$248,000.00) comprised of attorneys' fees in the amount of Two Hundred Thirty-
10 Three Thousand Dollars and Zero Cents (\$233,000.00) and reimbursement of actually incurred
11 costs and expenses in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) is
12 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
13 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award
14 represents 1/3 of the common fund, which is reasonable and at the low end of the range for fee
15 awards in common fund cases and is supported by Class Counsel's lodestar.

16 **Class Representative Service Award**

17 11. The Agreement provides for a Class Representative Service Award of up to
18 \$10,000 for Plaintiff, Rodney Stovall, subject to the Court's approval. The Court finds that the
19 amount of \$10,000 is reasonable in light of the risks and burdens undertaken by the Plaintiff in
20 this class action litigation.

21 **Settlement Administration Costs**

22 12. The Agreement provides for Settlement Administration Costs to be paid in
23 an amount not to exceed \$9,000. The Declaration of the Settlement Administrator provides that
24 the actual claims administration expenses were \$9,000. The amount of this payment is reasonable
25 in light of the work performed by the Settlement Administrator.

26 ///

27 ///

28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4
5

6
7
8
9
10

11
12
13

14
15
16

17
18
19
20

21
2223
24

25
26
27
28

1 8. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Settlement Class Member. The Final Judgment shall operate as a full release and
3 discharge of Defendants from all class claims alleged, or wage-and-hour class claims which could
4 have been alleged based on the facts, in the operative complaint which occurred during the Class
5 Period (including, but not limited to, claims for failure to pay minimum wages in violation of
6 Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages in violation of Labor
7 Code section 510, failure to provide meal periods in violation of Labor Code sections 226.7 and
8 512 and applicable Wage Orders, failure to provide rest breaks in violation of Labor Code sections
9 226.7 and 512 and applicable Wage Orders, failure to provide wage statements in violation of
10 Labor Code section 226, failure to pay wages when due in violation of Labor Code sections 201,
11 202 and 203, and violation of Business & Professions Code section 17200 arising from these labor
12 code violations) and expressly excluding all other claims, including claims for vested benefits,
13 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
14 and class claims outside of the Class Period. To the extent employees are required to “opt-in” to
15 have this release be deemed effective under federal law, the acceptance and negotiation of any
16 settlement check shall be deemed effective for that purpose.

17 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
18 California and all Aggrieved Employees, pursuant to the California Private Attorneys’ General
19 Act (“PAGA”) and shall release Defendants from all PAGA claims alleged in the operative
20 complaint and Plaintiffs PAGA notice to the LWDA which occurred during the PAGA Period
21 (including, but not limited to, claims for PAGA penalties arising from failure to pay minimum
22 wages in violation of Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages
23 in violation of Labor Code section 510, failure to provide meal periods in violation of Labor Code
24 sections 226.7 and 512 and applicable Wage Orders, failure to provide rest breaks in violation of
25 Labor Code sections 226.7 and 512 and applicable Wage Orders, failure to provide wage
26 statements in violation of Labor Code section 226, failure to pay wages when due in violation of
27 Labor Code sections 201, 202 and 203, and violation of Labor Code section 2698), and expressly
28 excluding all other claims, including claims for vested benefits, wrongful termination,

1 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
2 outside of the PAGA Period.

3 10. The term “Aggrieved Employees” is hereby defined to include all
4 employees who are or previously were employed by Javelin Logistics Company, Inc. in California
5 and who were classified as non-exempt employees during the PAGA Period, and/or were
6 employed by Carson Consulting Corp. and assigned to provide service to Javelin Logistics
7 Company Inc. during the PAGA Period. The PAGA Period means the period between April 6,
8 2019, to October 15, 2021.

9 11. In addition to the release given by each Settlement Class Member, Plaintiff
10 also generally releases Defendants from any and all of the Released Class Claims as defined in the
11 Agreement.

12 12. The Agreement is not an admission by Defendants, nor is this Final
13 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
14 wrongdoing by Defendants. Neither this Final Approval Order, the Settlement, nor any document
15 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
16 be used as an admission by or against Defendants of any fault, wrongdoing, or liability
17 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
18 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
19 admission or concession with regard to the denials or defenses by Defendants and shall not be
20 offered in evidence in any action or proceeding against Defendants in any court, administrative
21 agency or other tribunal for any purpose as an admission whatsoever other than to enforce the
22 provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or
23 release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any
24 other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
25 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
26 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
27 claims being released by the Settlement.

1 13. Notice of entry of this Final Approval Order and Judgment shall be given to
2 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
3 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
4 Final Approval Order and Judgment shall be posted on Settlement Administrator's website as
5 indicated in the Notice Packet.

6 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 15. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
13 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
14 be vacated.

15
16 **IT IS SO ORDERED.**

17
18 DATED: _____, 2022

19
20 _____
21 Hon. Brad Seligman
22 Judge, Superior Court for the State of California,
23 County of Alameda
24
25
26
27
28