

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar #272884)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

GABRIEL MENDEZ, GEORGE GOSCH,
JOHN DIAN, MICHAEL KNIGHTON,
individuals, on behalf of themselves and on
behalf of all person similarly situated,

Plaintiffs,

vs.

BONDZ, INC., a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2020-0007486

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF STIPULATION OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: September 14, 2023

Time: 9:00 a.m.

Judge: Hon. George J. Abdallah, Jr.

Dept.: 10A

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 Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on September 14, 2023, before
4 the above-entitled Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on
5 behalf of Plaintiffs GABRIEL MENDEZ, GEORGE GOSCH, JOHN DIAN, and MICHAEL
6 KNIGHTON ("Plaintiffs"). Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of
7 Defendant BONDZ, INC. ("Defendant").

8 **I. FINDINGS**

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

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Joaquin ("Court"), Case No. STK-CV-
15 UOE-2020-0007486, entitled *Mendez v. Bondz, Inc.* and over all Parties to this litigation,
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On April 27, 2023, 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 June 9, 2023.
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 24, 2023.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to 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 \$180,000.00.
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. No objections were received. No requests for exclusion were
18 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 and PAGA Released Claims, given the uncertainties and risks of the
25 litigation and the delays which 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.

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1 **PAGA Settlement**

2 9. The Agreement provides for a payment of PAGA Settlement in the amount
3 of \$5,000.00. The Court has reviewed the PAGA Settlement and finds and determines that the
4 PAGA Settlement and the allocation of \$3,750.00 to LWDA and \$1,250.00 of the PAGA
5 Settlement to Aggrieved Employees is fair and reasonable and complies with the requirements set
6 forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Expenses**

8 10. Subject to Court approval, the Attorneys' Fees award is equal to one-third
9 (1/3) of the Gross Settlement Amount, or Sixty Thousand Dollars (\$60,000.00) and reimbursement
10 of costs and expenses in the amount of Thirteen Thousand Six Hundred Seventy-Nine Dollars and
11 Eighty Cents (\$13,679.80).

12 11. Attorneys' Fees of Sixty Thousand Dollars (\$60,000) and reimbursement of
13 costs and expenses in the amount of Thirteen Thousand Six Hundred Seventy-Nine Dollars and
14 Eighty Cents (\$13,679.80) is reasonable in light of the contingent nature of Class Counsel's fee,
15 the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
16 attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is supported by
17 Class Counsel's lodestar.

18 **Class Representative Enhancement Payments**

19 12. The Agreement provides for a Class Representative Enhancement Payments
20 of up to Twenty-Five Thousand Dollars in total for the four Plaintiffs (\$10,000 to Plaintiff Gabriel
21 Mendez and \$5,000 to Plaintiffs George Gosch, John Dian, and Michael Knighton) subject to the
22 Court's approval. The Court finds these amounts to be reasonable in light of the risks and burdens
23 undertaken by the Plaintiffs in this class action litigation.

24 **Settlement Administration Costs**

25 13. The Agreement provides for Settlement Administration Costs to be paid in
26 an amount not to exceed \$4,500.00. This amount of this payment is reasonable in light of the
27 work performed by the Settlement Administrator.

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1 **II. ORDERS**

2 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

3 14. The Class is certified for the purposes of settlement only. The Settlement
4 Class is hereby defined to include: All individuals who are or were employed by Bondz, Inc.
5 (“Defendant”) as truck driver employees in California at any time from September 9, 2016
6 through November 9, 2020 (“Class Period”).

7 15. There are 77 members of the Class. Every person in the Class who did not
8 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
9 to the Settlement.

10 16. The Agreement is hereby approved as fair, reasonable, adequate, and in the
11 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
12 this Order and the terms of the Agreement.

13 17. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
14 exchange the Class Members shall release the “Released Parties” from the “Released Class
15 Claims” and the “PAGA Settlement Members” shall release the “Released Parties” from the
16 “PAGA Released Claims.”

17 a. The “Released Parties” means Defendant Bondz, Inc. and each of its
18 past, present and future agents, employees, clients, servants, officers, directors, managing agents,
19 members, owners (whether direct or indirect), partners, trustees, representatives, shareholders,
20 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
21 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint
22 venturers, joint employers, potential and alleged joint employers, temporary staffing agencies,
23 common law employers, potential and alleged common law employers, dual employers, co-
24 employers, potential and alleged coemployers, contractors, affiliates, service providers, alter-egos,
25 potential and alleged alteregos, vendors, affiliated organizations, any person and/or entity with
26 potential or alleged to have joint liability, and all of their respective past, present and future
27 employees, directors, officers, members, owners, agents, representatives, payroll agencies,
28 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

1 b. The “Released Class Claims” are defined as all claims and liability
2 theories asserted in the Action, as amended, and/or arising from or related to the facts and claims
3 alleged in the Action, as amended, or in the PAGA letter sent to the LWDA on Plaintiffs’ behalf,
4 or that could have been raised in the Action, as amended, or in the July 1, 2020 PAGA letter sent
5 to the LWDA based on the facts and claims alleged. The Released Class Claims include all claims
6 for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime
7 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
8 missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums;
9 failure to provide meal periods; failure to authorize and permit rest periods and/or recovery
10 periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for
11 all hours worked, including off-the-clock work; failure to reimburse business expenses; wage
12 statements; unlawful deductions; failure to pay all wages when due; failure to pay vacation wages;
13 unfair business practices related to the Released Class Claims; penalties, including wage statement
14 penalties, minimum wage penalties, and waiting-time penalties; non-compliant wage statements;
15 and attorneys’ fees and costs; all claims related to the Released Class Claims arising under: the
16 Wage Orders of the California Industrial Welfare Commission; California Business and
17 Professions Code section 17200, et seq.; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201
18 et seq.; and federal common law.

19 c. The “PAGA Settlement Members” are defined as all individuals
20 who were employed by Defendant as truck driver employees in California at any time from July 1,
21 2019 through November 9, 2020.

22 d. The “Released PAGA Claims” are defined as all claims for civil
23 penalties under PAGA arising from or related to unpaid wages, including, failure to pay minimum
24 wages, straight time compensation, overtime compensation, double-time compensation, and
25 interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest
26 period, and/or recovery period wages/premiums; failure to provide meal periods; failure to
27 authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest
28 period, and/or recovery period premiums; payment for all hours worked, including off-the-clock

1 work; failure to reimburse business expenses; wage statements; unlawful deductions; failure to
2 pay all wages when due; failure to pay vacation wages; failure to pay all wages due at the end of
3 the employment relationship; non-compliant wage statements; and attorneys' fees and costs; all
4 claims for civil penalties under PAGA related to the PAGA Released Claims arising under the
5 Wage Orders of the California Industrial Welfare Commission.

6 18. Class Counsel are awarded \$73,679.80 comprised of attorneys' fees in the
7 amount of Sixty Thousand Dollars (\$60,000.00) and reimbursement of costs and expenses in the
8 amount of Thirteen Thousand Six Hundred Seventy-Nine Dollars and Eighty Cents (\$13,679.80).
9 Class Counsel shall not seek or obtain any other compensation or reimbursement from
10 Defendants, Plaintiff, or members of the Class.

11 19. The payment of the Class Representative Enhancement Payments to the
12 Plaintiffs in the amount of \$25,000.00 (\$10,000 to Plaintiff Gabriel Mendez and \$5,000 each to
13 Plaintiffs George Gosch, John Dian, and Michael Knighton) is approved.

14 20. The payment of \$4,500.00 to the Settlement Administrator for Settlement
15 Administration Costs is approved.

16 21. The PAGA Settlement of \$5,000.00 is hereby approved as fair, reasonable,
17 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
18 finds that Plaintiffs and Class Counsel negotiated the PAGA Settlement at arms-length, absent of
19 any fraud or collusion.

20 22. Final Judgment is hereby entered in this Action. The Final Judgment shall
21 bind each Class Member.

22 23. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
23 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
24 Act ("PAGA").

25 24. The Court further finds and determines that Class Counsel satisfied
26 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of
27 claims arising under the Private Attorney General Act ("PAGA") March 21, 2023, and again on
28 August 21, 2023.

1 25. The Court orders Class Counsel to comply with California Labor Code §
2 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
3 Court's entry of this Order.

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

20 27. Notice of entry of this Final Approval Order and Judgment shall be given to
21 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send
22 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
23 Final Approval Order and Judgment shall be posted on Settlement Administrator's website as
24 indicated in the Notice Packet.

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

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

IT IS SO ORDERED.

Date: _____, 2023

JUDGE OF THE SUPERIOR COURT