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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 DENSON M. SALES; ANDRE
11 CLEMONS; ROBERT BEJAR; and
12 MARTIN CHAVEZ on behalf of
themselves, all others similarly situated,
and on behalf of the general public,

13 Plaintiff,

14 v.

15 UNITED ROAD SERVICES, INC.;
16 URS MIDWEST, INC. and DOES 1-
17 100, inclusive,

18 Defendants.
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Case No. 4:19-cv-08404-JST

*[Assigned to the Honorable Jon S. Tigar;
Department 6]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS ROBERT BEJAR AND
MARTIN CHAVEZ'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND FINAL
JUDGMENT**

Date: March 7, 2024

Time: 2:00 p.m.

Complaint Filed: November 18, 2019

SAC Filed: May 18, 2023

Trial Date: May 20, 2024

1 **I. RECITALS**

2 This matter came on for hearing on March 7, 2024, in Courtroom 6 of the above-captioned
3 Court on Plaintiffs Robert Bejar and Martin Chavez’s Motion for Final Approval of Class Action
4 Settlement. This action is currently pending before this Court as a certified class action (the
5 “Action”). Plaintiffs have applied to this Court for an order finally approving the settlement of the
6 Action, including claims Plaintiffs brought under PAGA (which were not and did not need to be
7 certified) in accordance with the Joint Stipulation of Settlement and Release of Class Action Claims
8 (the “Joint Stipulation”), which together with the exhibits annexed thereto, sets forth the terms and
9 conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth
10 therein. The Court granted preliminary approval of the Joint Stipulation on September 26, 2023. (*See*
11 ECF No. 98).

12 The Court has reviewed Plaintiffs Robert Bejar and Martin Chavez’s Motion for Final
13 Approval of Class Action Settlement filed by Plaintiffs Robert Bejar and Martin Chavez. (*See* ECF
14 No. 143). The Court has considered the Memorandum of Points and Authorities in support of
15 Plaintiffs Robert Bejar and Martin Chavez’s Motion for Final Approval of Class Action Settlement;
16 the Declaration of David Mara, Esq., along with the attached exhibits including the Joint Stipulation;
17 and the Declaration of Lluvia Islas of Phoenix Settlement Administrators.

18 The Court has also reviewed Plaintiffs Robert Bejar and Martin Chavez’s Motion for
19 Attorneys’ Fees and Costs. (*See* ECF No. 122). The Court has considered the Memorandum of Points
20 and Authorities in support of Plaintiffs Robert Bejar and Martin Chavez’s Motion for Attorneys’ Fees
21 and Costs; the Declaration of David Mara, Esq., along with the attached exhibits; and the Declaration
22 of Hunter Pyle, Esq., along with the attached exhibits.

23 The Court grants final approval of the Joint Stipulation and HEREBY ORDERS AND
24 MAKES THE FOLLOWING DETERMINATIONS:

25 **II. FINDINGS**

26 After review and consideration of the Joint Stipulation and Plaintiffs Robert Bejar and Martin
27 Chavez’s Motion for Final Approval and Motion for Attorneys’ Fees and Costs and the papers in
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1 support thereof, the Court hereby finds and orders as follows:

2 1. For purposes of this Order, the Court adopts all defined terms as set forth in the Joint
3 Stipulation.

4 2. The Court has jurisdiction over the subject matter of this litigation and over all Parties
5 to this litigation, including Plaintiffs and Class Members.

6 3. Defendants promulgated the notice required by the Class Action Fairness Act
7 (“CAFA”) on September 6, 2023. (*See* ECF No. 96).

8 4. Pursuant to the Order Granting Plaintiffs Robert Bejar and Martin Chavez’s Motion
9 for Preliminary Approval of Class Action Settlement (ECF No. 98), a Notice of Class Action
10 Settlement (“Class Notice”) was mailed and emailed to Class Members by first-class U.S. Mail in
11 English and Spanish on November 3, 2023. The Class Notice fairly and adequately informed Class
12 Members of the terms of the proposed settlement, of their right to receive their share of the settlement,
13 of the scope and effect of the settlement’s Released Claims, of the preliminary Court approval of the
14 settlement, of the exclusion and objection timing procedures, of the date of the Final Fairness
15 Hearing, of the right to appear in connection with the Final Fairness Hearing, and the website URL
16 to access the Zoom link to appear at the Final Fairness Hearing. Class Members had adequate time
17 to use each of these procedures. The Court finds and determines that this notice procedure afforded
18 adequate protections to Class Members and provides the basis for the Court to make an informed
19 decision regarding approval of the settlement based on the responses of Class Members. The Court
20 finds and determines that the Class Notice was the best notice practicable, which satisfied the
21 requirements of law and due process.

22 5. In response to the Class Notice, thirty-four (34) written objections were submitted to
23 the proposed settlement as part of this notice process. (*See* ECF Nos. 99, 100, 101, 102, 103, 104,
24 105, 105, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 123, 125, 126,
25 127, 128, 129, 130, 133, 134, 136, and 138). Each of these objections were identical in substance.
26 One of these objections was later withdrawn. (*See* ECF No. 140). Five of these objections were filed
27 by individuals who are not Class Members. (*See* ECF Nos. 99, 106, 108, 127, 127, and 133). As such,
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1 there are twenty-eight (28) objections submitted by Class Members that have not been withdrawn.
2 These twenty-eight (28) Class Members represent 9% of the Class Members. Having reviewed the
3 objections filed, the Court overrules the objections for the following reasons: (1) the objections do
4 not take into account the risks the claims faced should litigation continue; (2) the objections are based
5 on a claim that is not being released through the lawsuit and, therefore, irrelevant to the settlement;
6 (3) the motion for preliminary approval provided Class Members with the procedural history of the
7 case as well as the history of the negotiations that led to the settlement; (4) all relevant exhibits were
8 included with the Joint Stipulation filed in conjunction with the preliminary approval motion; (5)
9 91% of Class Members are in favor of the settlement; (6) all Class Members had the opportunity to
10 request to be excluded from the settlement and not participate in it; and (7) Class Counsel have shown
11 that the settlement is in the best interests of all Class Members and is fair, reasonable, and adequate.

12 6. No Class Members requested to be excluded from the settlement. As such, 100% of
13 Class Members are participating in the settlement.

14 7. The Court finds that the settlement offers significant monetary recovery to all Class
15 Members and finds that such recovery is fair, adequate, and reasonable when balanced against further
16 litigation related to liability and damages issues. The Court further finds that extensive and costly
17 investigation, formal and informal discovery, research and litigation have been conducted such that
18 Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this
19 time. The Court finds that the proposed settlement, at this time, will avoid substantial additional costs
20 by all Parties, as well as avoid the risks and delays inherent to further prosecution of the Action. The
21 Court further finds that the settlement has been reached as a result of intensive, serious, and non-
22 collusive, arms-length negotiations. Thus, the Court approves of the settlement set forth in the Joint
23 Stipulation and finds that the settlement is, in all respects, fair, adequate, and reasonable and directs
24 the Parties to effectuate the settlement according to its terms.

25 8. Solely for the purpose of settlement in accordance with the Joint Stipulation, the Court
26 finds that the requirements of Rule 23 of the Federal Rules of Civil Procedure and other laws and
27 rules applicable to settlement approval of class actions have been satisfied.

1 9. The Court finds that Class Counsel has extensive experience acting as class counsel
2 in complex class action cases and their view on the reasonableness of the settlement was therefore
3 given its due weight. The Court further finds that the Class’ reaction to the settlement – with 91% of
4 the Class in favor of the settlement and 100% of the Class participating in the settlement – weighs in
5 favor of granting final approval of the settlement.

6 10. The Court finds and determines that the individual settlement shares to be paid to each
7 Class Participant¹ as provided for in the Joint Stipulation are fair and reasonable.

8 **III. ORDER**

9 IT IS HEREBY ORDERED as follows:

10 1. As defined in the Joint Stipulation, the Court directs the Settlement Administrator to
11 disburse the following out of the Gross Settlement Amount (“GSA”):

12 a. Individual Settlement Shares. The Court finds and determines that the
13 individual settlement shares provided for by the terms of the Joint Stipulation
14 to be paid to Class Participants are fair and reasonable. The Court hereby
15 grants final approval to and orders the payment of those amounts be made to
16 the Class Participants in accordance with the terms of the Joint Stipulation.

17 b. Class Counsel’s Fees and Cost Award. Pursuant to the terms of the Joint
18 Stipulation, and the authorities, evidence, and argument submitted by Class
19 Counsel, the Court finds and determines Class Counsel have conferred a
20 benefit on Class Participants and, having expended efforts to secure a benefit
21 to the Class, are entitled to a fee. Accordingly, the Court hereby orders an
22 award of \$1,875,000 for attorneys’ fees and \$27,320.60 for litigation costs, to
23 be paid out of the Gross Settlement Amount to Class Counsel, which are fair
24 and reasonable. The Court does not find the attorney fee award of \$1,875,000

25 ¹ Class Participants are “[a]ny and all Class Member(s) who do not submit a timely and valid Opt-
26 Out Request.” On March 29, 2022, the Court granted certification of the following Class: “All
27 individuals who signed Independent Contractor Service Agreements with URS, who were assigned
28 to a business unit in California, and who drove in California at any time from November 18, 2015,
to March 29, 2022.”

1 and costs of \$27,320.60 are a disproportionate distribution of the Settlement
2 under *In Re Bluetooth Product Liability Case* (“*Bluetooth*”) (9th Cir. 2011)
3 654 F.3d 935. The Court also finds the attorney fee award here is not
4 unreasonable under *Bluetooth* because the Parties did not arrange for fees to
5 revert to Defendants in the event the Court awarded less than requested.
6 Therefore, the attorneys’ fees and litigation costs are approved and ordered
7 paid in accordance with the terms of the Joint Stipulation.

8 i. Ten percent (10%) of the attorneys’ fees awarded, which represents
9 \$187,500, shall be withheld until after Plaintiffs file a Post-
10 Distribution Accounting. At the time Plaintiffs file a Post-Distribution
11 Accounting, Plaintiffs shall submit a proposed order releasing these
12 fees.

13 c. Administration Costs. The Court finds and determines that the payment of the
14 settlement administration costs in the amount of \$11,000, to be paid to Phoenix
15 Settlement Administrators out of the Gross Settlement Amount, is fair and
16 reasonable. The Court hereby orders the Settlement Administrator to make this
17 payment to itself in accordance with the terms of the Joint Stipulation.

18 d. PAGA Payment. The Court finds that the PAGA Payment of \$126,325, of
19 which \$94,743.75 is to be paid to the California Labor & Workforce
20 Development Agency (“LWDA”) out of the Gross Settlement Amount, to be
21 reasonable and appropriate. The remaining \$31,581.25 (25% of the PAGA
22 Payment) shall be distributed to PAGA Aggrieved Individuals in accordance
23 with the Joint Stipulation. The Court hereby grants final approval to and orders
24 that the PAGA Payment be paid pursuant to the terms and provisions set forth
25 in the Joint Stipulation.

26 2. Neither Defendants nor any of the Released Parties shall have any further liability for
27 costs, expenses, interest, attorneys’ fees, taxes, or for any other charge, expense, or liability related
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1 to the Released Class Claims or the Released PAGA Claims except as provided for in the Joint
2 Stipulation.

3 3. Nothing in this Order shall preclude any action to enforce the Parties' obligations
4 pursuant to the Joint Stipulation or pursuant to this Order, including the requirement that Defendants
5 make payments to Class Participants in accordance with the Joint Stipulation.

6 4. By this Judgment, each of the Class Participants shall be deemed to have, and by
7 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
8 discharged all Released Class Claims and Released PAGA Claims, as defined in the Joint Stipulation.

9 5. The Court retains jurisdiction over the administration and effectuation of the
10 settlement, including, but not limited to, the ultimate disbursement of Class Counsel's attorneys' fees and
11 costs, and any other issue related to this Settlement.

12 6. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
13 by the Joint Stipulation and this Order.

14 7. Within twenty-one (21) days after the distribution of settlement funds, Plaintiffs are
15 ordered to file a Post-Distribution Accounting, providing the following information: The total
16 settlement fund, the total number of class members, the total number of class members to whom
17 notice was sent and not returned as undeliverable, the number and percentage of claim forms
18 submitted, the number and percentage of opt-outs, the number and percentage of objections, the
19 average, median, maximum, and minimum recovery per claimant, the method(s) of notice and the
20 method(s) of payment to class members, the number and value of checks not cashed, the amounts
21 distributed to each cy pres recipient, the administrative costs, the attorneys' fees and costs, the
22 attorneys' fees in terms of percentage of the settlement fund, plaintiffs' counsel's updated lodestar
23 total, and the lodestar multiplier. The Parties should summarize this information in an easy-to-read
24 chart. The Post-Distribution Accounting should also discuss any significant or recurring concerns
25 communicated by Class Members to the Settlement Administrator or Counsel since final approval,
26 any other issues in settlement administration since final approval, and how any concerns or issues
27 were resolved. At the time the Post-Distribution Accounting is filed, Class Counsel should submit a
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proposed order releasing the remainder of the attorneys' fees.

8. Final Judgment. The Court hereby enters final judgment in this case in accordance with the terms of (1) the Joint Stipulation; (2) Order Granting Motion for Preliminary Approval of Class Action Settlement; and (3) this Order. Upon entry of this Order and Final Judgment, the Action is hereby dismissed with prejudice as against Defendants. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Settlement, including (1) enforcing Class Members' release of the Released Class Claims and PAGA Aggrieved Individuals' release of the Released PAGA Claims. This Judgment effectuates the release by Class Members of the Released Class Claims and effectuates the release by the PAGA Aggrieved Individuals of the Released PAGA Claims against the Released Parties.

IV. TIMELINE

The Court adopts the following administration timeline:

Final Approval Hearing	March 7, 2024, at 2:00 p.m.
Effective Date ²	April 6, 2024 [31 days after final approval if no appeals are filed]

² The "Effective Date" is the date when all of the following events have occurred: (a) the Joint Stipulation has been fully executed; (b) the Court has given preliminary approval to the settlement; (c) notice has been given to the Class Members providing them with an opportunity to opt-out of the settlement; (d) if more than 10% of the Class Members opt-out, URS has elected not to exercise its rights to void the settlement; (e) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment approving the Joint Stipulation; and (f) the later of the following dates: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) any appeal, writ, or other appellate proceeding opposing the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) any appeal, writ, or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the settlement shall not become effective until the Court's order approving the settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the settlement.

Deadline for Defendants to Fund the Settlement	May 6, 2024, provided no appeals are filed [30 days after the Effective Date]
Deadline for the Settlement Administrator to Disburse the Settlement to Class Participants and PAGA Aggrieved Individuals	May 20, 2024, provided no appeals are filed [14 days after receipt of the settlement funds]
Deadline for Plaintiffs to Submit Post-Distribution Accounting	June 10, 2024, provided no appeals are filed [21 days after the distribution of settlement funds]
Reminder Letter Mailed to Class Participants and PAGA Aggrieved Individuals Who Have Not Deposited or Cashed their Individual Settlement Checks	August 18, 2024, provided no appeals are filed [90 days after disbursement of settlement funds]
Deadline for Class Participants and PAGA Aggrieved Individuals to Cash or Redeem Their Individual Settlement Checks	November 16, 2024, provided no appeals are filed [180 days after disbursement of settlement funds]
The Funds from Uncashed Checks are Sent to the California State Controller's Office – Unclaimed Property Division to be Held in the Name of the Class Participant	November 18, 2024, provided no appeals are filed [182 days after disbursement of settlement funds]

IT IS SO ORDERED.

Date:

Honorable Jon S. Tigar
United States District Judge

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