

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
Berkeh Alemzadeh, Esq. (SBN: 324834)
balem@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 27 2023

E. Escobedo

Attorneys for Plaintiff OSCAR I. LOPEZ VILLAREAL,
as representative of the State of California and the Labor
and Workforce Development Agency, and on behalf of
himself and other current and former employees,

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

OSCAR I. LOPEZ VILLAREAL,
individually, and on behalf of those similarly
situated,

Plaintiff

v.

DECO LOGISTICS, INC. dba CONTAINER
CONNECTION; and DOES 1-50, inclusive

Defendants

Case No.: RIC2001519

**AMENDED ~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 10

Date: July 27, 2023
Time: 8:30 a.m.
Dept.: 10

Complaint Filed: June 8, 2020
Trial Date: None Yet Set

1 **AMENDED [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 WHEREAS, this matter has come before the Court for hearing pursuant to the Preliminary
3 Approval Order dated March 14, 2023, for final approval of the Settlement as set forth in the Amended
4 Joint Stipulation of Class Action Settlement (the "Settlement" or "Settlement Agreement") filed on
5 November 21, 2022, as Exhibit "A" to the Declaration of Kevin Mahoney in Support of Plaintiff's
6 Renewed Motion for Preliminary Approval of Class Action Settlement, and the Court having
7 considered all papers filed and the proceedings had and otherwise being fully informed.

8 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

9 1. This Order incorporates by reference the definitions in the Settlement Agreement and
10 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
11 Agreement.

12 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties
13 to this litigation, including the Plaintiff and Class Members.

14 3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator,
15 Phoenix Class Action Administration Solutions, mailed a Notice of Settlement to all known Class
16 Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed Class
17 Members of the terms of the proposed Settlement and the benefits available to Class Members
18 thereunder. The Notice of Settlement further informed Class Members of the pendency of the Action,
19 of the proposed Settlement, of Class Members' right to receive their share of the Settlement (if
20 approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the
21 proposed Settlement, of exclusion and objection timing and procedures, of the date of the Final
22 Approval Hearing, and of the right to file documentation in support of or in opposition to the
23 Settlement and to appear in connection with the Final Approval Hearing. Class Members had adequate
24 time to consider this information and to use the procedures identified in the Notice. The Court finds
25 and determines that this notice procedure afforded adequate protections to Class Members and
26 provides the basis for the Court to make an informed decision regarding approval of the Settlement
27 based on the responses of Class Members. The Court finds and determines that the Notice provided
28 in the Action was sufficient, which satisfied the requirements of law and due process.

1 4. In response to the Notice of Settlement, zero (0) Class Members objected to the
2 Settlement and zero (0) Class Members submitted a Request for Exclusion from the Settlement, and
3 zero (0) workweek disputes.

4 5. The Court finds that the Settlement offers significant monetary recovery to Class
5 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
6 litigation related to liability and damages issues. The Court further finds that the Parties have
7 conducted extensive and costly investigation, formal and informal discovery, research and litigation
8 such that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions
9 at this time. The Court finds that the proposed Settlement, at this time, will avoid substantial additional
10 costs by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action.
11 The Court further finds that the Parties reached the Settlement as the result of intensive, serious and
12 non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the
13 Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable
14 and directs the Parties to effectuate the Settlement according to its terms.

15 6. The Court hereby orders the Settlement Administrator to distribute the Individual
16 Settlement Award payments to Settlement Class Members who did not submit a timely Request for
17 Exclusion in accordance with the provisions of the Settlement Agreement. The envelopes transmitting
18 the Settlement Award checks shall include the notation, "YOUR CLASS ACTION SETTLEMENT
19 CHECK IS ENCLOSED" and shall remain valid for a period of 180 calendar days.

20 7. The Settlement Administrator shall arrange with Defendants to have their payments
21 delivered to their employees at the place of their employment if (i) any of the Participating Class
22 Members are current employees of the Defendants, and (ii) the payment mailed to those employees is
23 being returned as undeliverable and the Settlement Administrator is unable to locate a valid mailing
24 address.

25 8. All Participating Class Members, regardless of whether or not they cash their Individual
26 Settlement Award check(s), will be bound by the releases detailed in this Settlement Agreement.
27 Participating Class Members must cash or deposit their Individual Settlement Share checks within one
28 hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not

1 redeemed or deposited within sixty (60) calendar days after mailing, the Settlement Administrator will
2 send a reminder postcard indicating that unless the check is redeemed or deposited in the next one
3 hundred twenty (120) calendar days, it will expire and become non-negotiable, and offer to replace
4 the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration
5 of the 180-day period, or sixty (60) day period after mailing the reminder notice, whichever is later,
6 the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially
7 mailed, submit to the amount of the uncashed or not deposited payments to California State Controller
8 as unclaimed property in the name of the Class Member who did not cash his or her check.

9 9. For purposes of this Final Approval Order and this Settlement only, the Court hereby
10 confirms the appointment of Plaintiff Oscar Lopez Villareal as the class representative for the Class
11 Members. Further, the Court finally approves a Class Representative Incentive Payment to Plaintiff
12 Ivan Garcia, as fair and reasonable, in the total amount of seven thousand five hundred dollars
13 (\$7,500.00). The Court hereby orders the Settlement Administrator to distribute the Incentive Award
14 to the Plaintiff Ivan Garcia in accordance with the provisions of the Settlement. No other individual
15 or former named Plaintiff in this action shall receive an Incentive Award.

16 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
17 confirms the appointment of The Mahoney Law Group as Class Counsel for the Class Members.
18 Further, the Court finally approves a Class Counsel Fees and Costs Award, as fair and reasonable, of
19 two million sixty-six thousand six hundred sixty-six dollars (\$2,066,666.66) for attorneys' fees and
20 ten thousand one hundred ninety-three dollars and twenty-nine cents (\$10,193.29) for costs. Class
21 Counsel's receipt of the Class Counsel Fees and Costs Award shall fully satisfy all fees and litigation
22 costs incurred by Class Counsel that represented Plaintiff and Class Members in the Action.
23 Defendants' payment of the Court-awarded attorneys' fees and costs shall constitute full satisfaction
24 of Defendants' obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and
25 expenses incurred on behalf of the Plaintiff and the Class Members. The Court hereby orders the
26 Settlement Administrator to distribute the Class Counsel Fees and Costs Award payment to Class
27 Counsel in accordance with the provisions of the Settlement Agreement.

1 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
2 confirms the appointment of Phoenix Class Action Administration Solutions as the Settlement
3 Administrator to administer the Settlement of this matter as more specifically set forth in the
4 Settlement Agreement and further finally approves Settlement Administration Costs, as fair and
5 reasonable, of eighteen thousand dollars (\$18,000.00).

6 12. As of the Response Deadline, all Settlement Class Members who did not submit a
7 timely and valid Request for Exclusion shall be deemed to have released the Released Parties from all
8 Released Claims, as defined in the Settlement Agreement.

9 13. After Settlement administration has been completed in accordance with the Settlement
10 Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the
11 Settlement.

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

28 15. If the Settlement does not become final and effective in accordance with the terms of

1 the Settlement Agreement, resulting in the return and/or retention of the Settlement funds to
2 Defendants consistent with the terms of the Settlement, then this Final Approval Order and all orders
3 entered in connection herewith, shall be rendered null and void and shall be vacated.

4 16. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and
5 in accordance with the terms set forth in the Settlement Agreement. The Settlement Administrator
6 shall provide notice of this judgement by posting a copy of this order on the website specified in the
7 Class Notice.

8 17. Without affecting the finality of this Final Approval Order in any way, this Court
9 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the
10 Settlement and all orders and judgments entered in connection therewith.

11 18. A Final Report (Nonappearance) Hearing is hereby set for April 25th, 2024, a
12 date more convenient for the Court). A report pursuant to Code of Civil Procedure section 384,
13 subdivision (b), shall be filed within 5 court days of the nonappearance hearing and shall be in the
14 form of a declaration from the Settlement Administrator or other declarant with personal knowledge
15 of the facts. The report shall be in the form of a declaration from the Settlement Administrator or other
16 declarant with personal knowledge of the facts, and to describe (i) the date the checks were mailed,
17 (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv)
18 the number of checks that remained uncashed and were redistributed, (v) the total value of those
19 uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
20 disposition of those unclaimed funds. If applicable, the proposed amended judgment shall require
21 counsel for Plaintiff to send a copy of any amended judgment which distributes funds to a *cy pres*
22 recipient to the Judicial Council in compliance with CCP Section 384.5. Further the correspondence
23 by counsel shall include a cover letter providing the Judicial Council with the information required
24 pursuant to Government Code Section 68520. Proof of Service shall be filed with the court within 15
25 days of the filing of the judgment.

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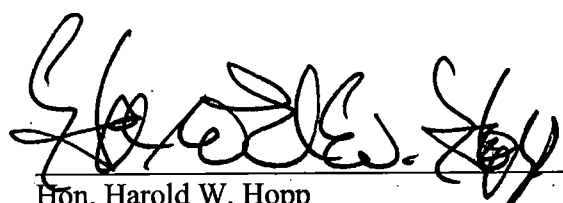
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1 19. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h).

3
4 **IT IS SO ORDERED.**

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6 Dated: 7/27/23


Hon. Harold W. Hopp
Riverside Superior Court Judge