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Attorneys for Plaintiff, QUINTON FOWLER,
individually and on behalf of all others
similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

QUINTON FOWLER, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

UPDIKE DISTRIBUTION LOGISTICS, LLC.,
a Delaware Limited Liability; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20STCV17074;

Assigned For All Purposes To:
Hon. Judge Elihu M. Berle
Department: 6

**NOTICE OF ENTRY OF JUDGMENT
OR ORDER**

TO THIS HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF
RECORD:

PLEASE TAKE NOTICE THAT the Court in the above-entitled action located at the Los Angeles Superior Court, 111 North Hill Street, Los Angeles, CA 90017, has issued an Order Granting Final Approval of Class Action Settlement and Judgment. The Parties are ordered to meet and confer and file a joint status report and a declaration from the Settlement Administrator by November 18, 2024, advising the Court of the status of distribution of settlement funds. Order to Show Cause Re: Compliance with terms of the Settlement Agreement is scheduled for November 25, 2024 at 8:30am in Department 6. A true and correct copy of the Court's, March 20, 2024 signed Order, is attached as **Exhibit A**.

Plaintiff is to give notice.

Respectfully Submitted,

JAMES HAWKINS APLC

Dated: March 28, 2024

By:

James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.

Attorneys for Plaintiff, QUINTON FOWLER,
individually and on behalf of all others
similarly situated,

EXHIBIT A

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Attorneys for Plaintiff
QUINTON FOWLER, individually and on
behalf of all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

QUINTON FOWLER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

UPDIKE DISTRIBUTION LOGISTICS,
LLC, a Delaware Limited Liability Company,
And DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 20STCV17074

Assigned For All Purposes To:
Judge: Hon. Elihu M. Berle
Dept.: 6

~~AMENDED [PROPOSED]~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT

Date: March 13, 2024
Time: 10:00 a.m.
Dept: 6

FILED
Superior Court of California
County of Los Angeles
03/20/2024

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

1 This matter came on for hearing on March 13, 2024 at 10:00 a.m. in Department 6 of the
2 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees, Costs, and Judgment. For purposes of this Order and Judgment, the Court refers
4 to all defined terms (i.e. terms with initial capitalization) as set forth in the Amended Settlement
5 Agreement Of Class Action And Private Attorneys General Act Claims, (the "Settlement
6 Agreement" or "Settlement"). Having received and considered the Settlement Agreement, the
7 supporting papers filed by the Parties, and the evidence and argument received by the Court in
8 conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant
9 Plaintiff's Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Enhancement Award,
10 and Entering of Final Judgment, the Court grants final approval of the Settlement and HEREBY
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. The Court finds that the Parties have complied with the terms of the Preliminary
13 Approval Order entered on August 21, 2023.

14 2. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to the
15 Settlement Class by first-class U.S. mail. The Notice informed the Settlement Class of the terms of
16 the Settlement, of their right to receive their proportional Individual Settlement Payment, of their
17 right to request exclusion from the Class and the Settlement, of their right to comment upon or
18 object to the Settlement and to appear in person or by counsel at the final approval hearing and of
19 the date set for the Final Approval hearing. Adequate periods of time were provided by each of
20 these procedures.

21 3. In response to the Notice, zero (0) individuals in the Settlement Class objected and
22 zero (0) individuals in the Settlement Class requested exclusion. There are no outstanding
23 disputes regarding the Settlement.

24 4. The Court finds and determines that this notice procedure afforded adequate
25 protections to individuals in the Settlement Class and provides the basis for the Court to make an
26 informed decision regarding approval of the Settlement based on the responses from the
27 Settlement Class, or lack thereof. The Court finds and determines that the Notice provided in the
28 Action was the best notice practicable, which satisfied the requirements of law, including the

1 requirements of California Code of Civil Procedure 382, California Rules of Court 3.766 and
2 3.769, and satisfied the requirements of due process.

3 5. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that the
5 Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 Agreement should be and hereby are ordered to be consummated.

7 6. For settlement purposes only, the Court finally certifies the Settlement Class, as
8 those terms are defined in and by the terms of the Settlement Agreement, and the Court deems this
9 definition sufficient for purposes of California Rule of Court 3.765(a).

10 7. The Court hereby approves the terms set forth in the Settlement Agreement and
11 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
12 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
13 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
14 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
15 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
16 Court also finds that Settlement will enable the Parties to avoid additional and potentially
17 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
18 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
19 recognizes the significant value accorded to the Settlement Class.

20 8. The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

21 9. The Court hereby confirms Plaintiff Quinton Fowler as the Class Representative in
22 this action.

23 10. The Court finds and determines that the Individual Settlement Payments to
24 Settlement Class Members provided for by the terms of the Settlement to be paid to the Settlement
25 Class are fair and reasonable. The Court hereby gives final approval to and orders the payment of
26 those amounts be made to the Settlement Class Members in accordance with the terms of the
27 Settlement.

28 11. The Court finds and determines that payment to the California Labor and

1 Workforce Development Agency of \$18,750.00 as its share of the settlement of civil penalties in
2 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
3 that the payment of that amount be paid in accordance with the Settlement.

4 12. The Court finds and determines the Enhancement Award in the sum of \$5,000.00 to
5 Plaintiff Fowler is fair and reasonable. The Court hereby orders the Administrator to make this
6 payment to the Plaintiff/Class Representatives in accordance with the terms of the Settlement
7 Agreement.

8 13. The Court finds and determines that the payment to be paid to the Settlement
9 Administrator, ILYM Group, Inc. in the sum of \$8,475.00 for its fee and expenses incurred is fair
10 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
11 accordance with the terms of the Settlement Agreement.

12 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
13 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
14 \$83,333.33 and litigation costs of \$18,964.30. The Court finds such amounts to be fair and
15 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
16 accordance with the terms of the Settlement Agreement.

17 15. Neither Defendant nor any Released Parties shall have any further liability for
18 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
19 provided for by the Settlement Agreement.

20 16. The Court finds and determines that the releases contained in the Settlement
21 Agreement and Amendment thereto is appropriate and shall bind all individuals in the Settlement
22 Class who did not timely opt out of the Settlement.

23 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
24 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
25 Defendant make payments to Settlement Class Members in accordance with the Settlement
26 Agreement.

27 18. The Court finds and determines that nothing in the Settlement Agreement, this
28 Order, or the Judgment (1) is intended or will be construed as an admission of liability or

1 wrongdoing by Defendant, or (2) is a finding of validity of any claim in the Lawsuit of any
2 wrongdoing. The Settlement is not a concession, and shall not be used as an admission of
3 wrongdoing or fault. Carrying out the terms of the Settlement may not be construed as an
4 admission or concession by or against Defendant or any related person or entity, including any of
5 the Released Parties.

6 19. The Court hereby enters final judgment in this case in accordance with the terms of
7 the Settlement Agreement, Preliminary Approval Order and this Order.

8 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
9 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

10 21. Without affecting the finality of this Order in any way, the Court retains
11 jurisdiction of all matters relating to the interpretation, administration, implementation,
12 effectuation and enforcement of this order and the Settlement.

13 22. The Court approves the one hundred eighty (180) day period for cashing of checks.
14 Any funds associated with stale checks that have not been cashed within one hundred eighty (180)
15 days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed
16 Property Law.

17 JUDGMENT

18 23. This document shall constitute a judgment for purposes of California Rules of
19 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall
20 be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),
21 and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class
22 Representative and all Settlement Class Members shall take nothing from Defendant except as
23 expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion
24 for Final Approval of the Class Action Settlement. By operation of this Judgment, and in
25 accordance with the Settlement Agreement, the Plaintiff and each Settlement Class Member as
26 defined in the Settlement Agreement shall be deemed to have fully, finally, and forever released,
27 settled, compromised, relinquished, and discharged with respect to all Released Parties any and all
28

1 Released Claims, which include any and all claims the Settlement Class Members may have
2 against Defendant and/or the Released Parties that arise out of or arise in connection with the
3 claims and facts alleged in the Lawsuit, and any claims which could have been asserted in the
4 Lawsuit arising from the alleged facts and/or primary rights alleged to have been invaded to the
5 fullest extent permitted by law, for any period during the Class Period, as defined in the
6 Settlement Agreement.

7 24. By operation of this Judgment, the PAGA Aggrieved Employees and the State of
8 California have released the Released Parties from any and all claims under the California Private
9 Attorneys General Act, Cal. Lab. Code §§ 2698, et seq. that were released in the Settlement
10 Agreement, which includes any and all claims that the PAGA Aggrieved Employees or the State
11 of California may have against Defendants and/or the Released Parties that arise out of or arise in
12 connection with the claims and facts alleged in the Lawsuit, and any claims which could have
13 been asserted in the Lawsuit arising from the alleged facts and/or primary rights alleged to have
14 been invaded to the fullest extent permitted by law.

15 25. This Order and Judgment binds: (1) all Settlement Class Members; (2) with respect
16 to PAGA claims, the State of California and all PAGA Aggrieved Employees; and (3) Plaintiff is
17 barred from prosecuting against Defendant and the other Released Parties any and all of Plaintiff's
18 Released Claims as defined in the Settlement Agreement.

19 26. Without affecting the finality of this Judgment, the Court pursuant to California
20 Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the
21 Judgment.

22 27. An Order to Show Cause Re: Compliance with the terms of the Settlement
23 Agreement is hereby scheduled for November 25, 2024 at 8:30 a.m. in Department 6 at Spring
24 Street Courthouse. The Parties are ordered to meet and confer and file a joint status report and a
25 declaration from the Settlement Administrator by November 18, 2024, advising the Court of the
26 status of distribution of settlement funds.

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IT IS SO ORDERED.

Dated: 03/20/2024, 2024



Elihu M. Berle

Hon. Elihu M. Berle
Elihu M. Berle / Judge
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On March 28, 2024, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

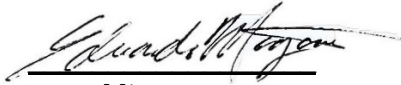
[XX] BY ELECTRONIC SERVICE: Via electronic filing service provider- electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

SERVICE LIST

(See Attached)

[X] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on March 28, 2024, at Irvine, California


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Via LWDA Website Only

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>