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SUPERIOR COURT OF THE STATE OF CALIFORNIA

BY FAX

FOR THE COUNTY OF SACRAMENTO

VAN WALKER, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

WFS EXPRESS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2020-00285301-CU-OE-GDS

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT

Date: March 9, 2022
Time: 1:30 p.m.
Dept.: 53

Reservation No.: 2603858

Complaint Filed: August 5, 2020
Trial Date: None

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT



1 Plaintiff Van Walker ("Plaintiff"), and the settling Defendant WFS Express, Inc.
2 ("Defendant") (together, the "Parties") have entered into the Joint Stipulation of Class Action
3 Settlement ("Settlement Agreement") to settle the above-captioned action subject to the Court's
4 approval (the "Settlement").

5 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class
6 Action Settlement, including approval of an enhancement award for the Class Representative and
7 Class Counsel's application for attorneys' fees and costs. The Court has read, heard, and
8 considered all the pleadings and documents submitted, and the presentations made in connection
9 with the Motion which came on for hearing on March 9, 2022.

10 **I. BACKGROUND**

11 On June 5 and August 3, 2020, Plaintiff submitted his written notices under Labor Code §
12 2699.3 (the "PAGA Notices") to the LWDA and Defendant. On August 5, 2020, Plaintiff filed
13 his Complaint against Defendant in the Sacramento County Superior Court, alleging causes of
14 action for (1) violation of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3)
15 failure to pay wages; (4) violation of Labor Code § 226(a); (5) violation of Labor Code § 2802;
16 (6) violation of Business & Professions Code § 17200, *et seq.*; and (7) violation of the PAGA,
17 Labor Code § 2698, *et seq.* On October 30, 2020, Defendant removed this case to the Eastern
18 District of California. After meet and confer discussions, on August 18, 2021, the Parties
19 stipulated to remand this action back to the Sacramento County Superior Court.

20 **A. Settlement Class Members**

21 The "Settlement Class Members" is defined as all persons who worked for WFS Express,
22 Inc. in California as a non-exempt employee at any time from January 1, 2017, through July 31,
23 2021 (the "Class Period").

24 **B. Operation of the Settlement**

25 Pursuant to the Preliminary Approval Order dated December 1, 2021, this Court
26 conditionally certified the Settlement Class and granted preliminary approval to the Settlement.
27 The Preliminary Approval Order also approved of the proposed class notice and notice plan. The
28 Court entered the Preliminary Approval Order after review and consideration of all of the

1 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

2 In compliance with the Preliminary Approval Order, the Notice of Settlement of Class
3 Action Settlement ("Class Notice") was sent to all Settlement Class Members via U.S. first class
4 mail. The notice dissemination process was timely completed.

5 This Court finds that the Settlement appears to be the product of serious, informed, non-
6 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
7 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
8 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
9 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
10 approval of a class action settlement under California law. Under the provisions of California
11 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
12 the California state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court
13 has discretion to certify a class where:

14 [Q]uestions of law or fact common to the members of the class
15 predominate over any questions affecting only individual members,
16 and that a class action is superior to the available methods for the
17 fair and efficient adjudication of the controversy ... Fed. R. Civ.
18 Proc. 23.

18 Certification of a settlement class is the appropriate judicial device under these circumstances.

19 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
20 FOLLOWS:

21 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
22 Settlement Agreement filed in this case.

23 2. The Court has jurisdiction over the subject matter of the litigation, the Class
24 Representative, the Settlement Class Members, and Defendant.

25 3. The Court finds that the dissemination of the Class Notice as disseminated to the
26 Settlement Class Members, constituted the best notice practicable under the circumstances to all
27 Persons within the definition of the Settlement Class, and fully met the requirements of
28 California law and due process under the United States Constitution. No objections were

1 received by the Parties or the Court through the date of this Order. The Court finds that no
2 Settlement Class Members submitted a request for exclusion from the Settlement as determined
3 by the Settlement Administrator.

4 4. The Court approves the settlement of the above-captioned action, as set forth in
5 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
6 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
7 Agreement.

8 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
9 are to bear their own costs and attorneys' fees.

10 6. The Court hereby certifies the following Settlement Class for settlement purposes
11 only: All persons who worked for WFS Express, Inc. in California as a non-exempt employee at
12 any time from January 1, 2017, through July 31, 2021.

13 7. With respect to the Settlement Class and for purposes of approving the settlement
14 only and for no other purpose, this Court finds and concludes that: (a) the members of the
15 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
16 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
17 community of interest among members of the Settlement Class with respect to the subject matter
18 of the claims in the Litigation; (c) the claims of Class Representative is typical of the claims of
19 the members of the Settlement Class; (d) the Class Representative has fairly and adequately
20 protected the interests of the members of the Settlement Class; (e) a class action is superior to
21 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
22 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
23 Plaintiff in her individual and representative capacity and for the Settlement Class.

24 8. Defendant shall fund \$950,000.00 of the total Gross Settlement Amount pursuant
25 to the terms of the Settlement Agreement.

26 9. The Court approves the individual settlement share amounts to be paid to
27 Settlement Class Members, which shall be distributed pursuant to the terms of the Settlement
28 Agreement.

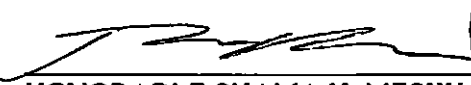
1 10. The \$950,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
2 attorneys' fees in the amount of \$322,500.00 and reimbursement of costs in the amount of
3 \$13,300.18; (b) a service award to the Class Representative Van Walker in the amount of
4 \$10,000.00; (c) \$30,000.00, which represents 75 percent of the PAGA Amount, to be paid to the
5 LWDA for PAGA penalties; and (d) \$19,500.00 to the Settlement Administrator, Phoenix
6 Settlement Administrators, for its fees and costs relating to the settlement administration process.
7 The Court finds that these amounts are fair and reasonable. Defendant is directed to make such
8 payments in accordance with the terms of the Settlement Agreement. The allocation and
9 distribution of these amounts shall be performed by the Settlement Administrator.

10 11. Funds from Settlement Class Members' uncashed checks (upon the expiration
11 date) will be distributed to the State Bar of California's Justice Gap Fund.

12 12. The Court hereby enters final judgment in this case in accordance with the terms
13 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
14 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
15 over the action and the Parties, including all Settlement Class Members, for purposes of
16 enforcing and interpreting this Order and the Settlement.

17 **IT IS SO ORDERED AND ADJUDGED.**

18
19 DATED: APR - 7 2022


HONORABLE SHAMA H. MESIWALA
JUDGE OF THE SUPERIOR COURT

JUDGE RICHARD K. SUEYOSHI

