

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez, SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer Jr., SBN 337704
afilier@jacksonapc.com
JACKSON LAW, APC
2 Venture Parkway, Ste. 240
Irvine, California 92618
Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Diego Degante

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

DIEGO DEGANTE, individually, and on
behalf of all other similarly situated employees,

Plaintiffs,

vs.

SUN LEE, INC., a California corporation, and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 20STCV31759
Related Case: 21STCV07574

Assigned for all purposes to the Hon.
Lawrence P. Riff, Dept. 7

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

Action Filed: August 18, 2020
FAC Filed: November 20, 2020

Hearing Date: October 26, 2022
Time: 10:00 a.m.
Dept.: 7

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

1 THIS MATTER is before the Court on Plaintiff's Motion for Final Approval of Class
2 Action Settlement and his Motion for an Order Awarding Attorneys' Fees and Costs to
3 Plaintiff's Counsel and Enhancement Fee to the Class Representative. In accordance with the
4 Final Approval Order, Class Members have been given notice of the terms of the Settlement,
5 including had an opportunity to object to it, comment on it, participate in it, and/or exclude
6 themselves from it. Having considered the proposed Settlement, the award of attorneys' fees and
7 costs and the service award to the class representative, and the argument at the final approval
8 hearing held on October 26, 2022, the Court pursuant to Code of Civil Procedure § 382, hereby
9 grants Plaintiff's motion.

10 **I. FACTUAL BACKGROUND**

11 Plaintiff Diego Degante filed the amended complaint in this action wherein the initial
12 complaint was filed on August 18, 2020. On November 20, 2020, Mr. Degante filed the First
13 Amended Complaint alleging violations regarding minimum wages (Cause of Action No. 1),
14 overtime wages (Cause of Action No. 2), meal breaks (Cause of Action No. 3), rest periods
15 (Cause of Action No. 4), failure to provide accurate wage statements (Cause of Action No. 5),
16 timely wages upon termination (Cause of Action No. 6), and unlawful business practices (Cause
17 of Action No. 7); failure to pay timely wages (Cause of Action No. 8); failure to unlawfully
18 receive wages (Cause of Action No. 9); and violation of California Private Attorney Act (Cause
19 of Action No. 10).

20 After Plaintiff served formal discovery and evaluated Defendants' documents and
21 positions, the parties engaged a mediator and participated in a mediation on August 18, 2021.
22 Thereafter, the Parties entered into a signed Stipulation of Class Action Settlement setting forth
23 the terms of the proposed Settlement, which is before the Court. In reaching the proposed
24 Settlement, Defendant did not (and do not) concede that it has violated the California Labor
25 Code or the Business and Professions Code, and Defendant continues to deny the allegations
26 contained in Plaintiff's complaint.
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1 Plaintiff has moved this Court for final approval of the Settlement and has submitted
2 documents in support thereof. No opposition was filed to Plaintiff's motion, and no Class
3 Member objected to the Settlement. Plaintiff's motion came on for hearing before this Court on
4 October 26, 2022 at 10:00 a.m.

5 The Court, having fully considered Plaintiff's notice of motion and motion, the
6 memorandum of points and authorities in support thereof, the declarations in support thereof, the
7 Settlement Agreement itself, and the oral argument presented to the Court, HEREBY ORDERS
8 AND MAKES DETERMINATIONS AS FOLLOWS:

9 **II. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
10 **SETTLEMENT**

11 The Court finds that certification of the following Class, for settlement purposes only, is
12 appropriate under the California Code of Civil Procedure:

13 The "Class" or "Class Members" is defined as:

14
15 "All hourly paid warehouse workers employed by Defendant in the State of
16 California from August 18, 2016 through October 13, 2021."

17 The Court finds that the Class defined above meets ascertainability, numerosity,
18 commonality, and predominance requirements that justify certification, and that resolution of this
19 matter through a class action settlement is superior to other available methods.
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21 The Court finds further that:

22 (1) Plaintiff is an adequate and typical Class Representative and appoints them as Class
23 Representative; and

24 (2) Plaintiff's Counsel has adequately represented the Class and its appointment as Class
25 Counsel is confirmed.

26 Accordingly, the Court certifies the Class described above for settlement purposes only.
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1 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
2 adequate, and reasonable when balanced against the possible outcome of further litigation
3 relating to class certification, liability, and damages. The Court finds further that settlement at
4 this time will avoid substantial additional costs and will avoid the delay and risks presented by
5 continued prosecution of the litigation. The Court also finds that the settlement has been reached
6 after arm's length negotiations between the parties. (See Joint Stipulation of Settlement and
7 Release of Class Action Settlement attached as Exhibit A to the Declaration of Armond M.
8 Jackson in Support of Motion for Final Approval of Class Action Settlement filed on July 13,
9 2022) The terms of this operative settlement agreement shall be incorporated herein and
10 consistent with this Order and Judgment.

11 Following notice that was sent to the Class Member by first class mail, no Class member
12 objected to any of the terms of the Settlement and eleven Class Members opted out. Such non-
13 opposition to the settlement is evidence of the settlement's fairness, adequacy, and
14 reasonableness. Taking into account (1) the value of the \$208,000.00 cash settlement, (2) the
15 risks inherent in continued litigation, (3) the complexity, expense, and likely duration of the
16 litigation in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the
17 positive reaction of Class Members, the Court finds that the settlement is fair, adequate,
18 reasonable, and deserves this Court's final approval.

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20 **III. CLASS RELEASE**

21 "Released Claims" with respect to the Participating Class Members (other than Plaintiff)
22 means all claims, rights, demands, liabilities, and causes of action of every nature and
23 description, as alleged in the Complaint, or based on the facts alleged in the Complaint, including
24 for meal and rest breaks; unpaid wages. including minimum wages, regular wages, overtime and
25 double time wages; wage statement violations; untimely wages, wages due upon termination,
26 civil and statutory penalties, and derivative claims.

1 **IV. OPT OUTS**

2 Following notice that was sent to the Class Member by first class mail, no Class member
3 objected to any of the terms of the Settlement and no Class Members submitted any valid opt out
4 forms.

5 **V. PLAINTIFF’S REQUEST FOR ATTORNEYS’ FEES AND COSTS**

6 Plaintiff’s Counsel has moved for awards of (1) attorneys’ fees and costs to Plaintiff’s
7 Counsel; and (2) a service award to the Class Representatives, notice of which were given to all
8 Class Members pursuant to the Court’s Preliminary Approval Order. The Court read argument
9 regarding Plaintiff’s request for fees and service payments upon a duly noticed motion on
10 October 26, 2022.

11 Based upon all papers filed with the Court, oral argument at the hearing, the Court’s
12 observation and assessment of the performance of Plaintiff’s Counsel throughout this litigation,
13 the resulting settlement recovery, and good cause appearing therefor, the Court finds that
14 payment of attorneys’ fees in the amount of \$69,326.40 of the GSA and costs in the amount of
15 \$8,518.65 for all past and remaining work and costs until the completion of this matter, in
16 accordance with the terms of the Settlement, is fair and reasonable under the circumstances.

17 This amount shall be paid by Defendant according to the terms of the Joint Stipulation of
18 Settlement and Release of Class Action Settlement attached as Exhibit A to the Declaration of
19 Armond M. Jackson in Support of Motion for Final Approval of Class Action Settlement filed on
20 July 13, 2022.

21 **VI. SERVICE AWARD TO THE CLASS REPRESENTATIVE**

22 Plaintiff seeks service awards to the class representative, Diego Degante, in the
23 amount of \$5,000 and seeks this payment as compensation for the time, effort, and risk they
24 spent to enable the Class Members to receive this recovery.

25 The Court notes that California and federal courts regularly approve service awards to
26 compensate the class representative for the services they provide to the class, the time and effort
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1 they invest on behalf of others, and the risks that they incur during the course of class action
2 litigation.

3 Class Representative Diego Degante performed a substantial service to
4 Class members, including bringing this action, producing relevant documents, and making
5 herself available to and working with Plaintiff's Counsel throughout the action. In light of these
6 services, the service award to the class representative is appropriate. Although the proposed
7 service award was disclosed to the Class in the Notice, no class member objected to it.

8 For the foregoing reasons, the Court finds that the service award of \$5,000 each to
9 Plaintiff Diego Degante is fair and reasonable considering their service to Class Members.

10 **VII. CLAIMS ADMINISTRATION COSTS**

11 Plaintiff seeks costs for the claims administrator in the amount of \$5,636.00 for all work
12 regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall
13 be paid by Defendant according to the terms of the Joint Stipulation of Settlement and Release of
14 Class Action Settlement attached as Exhibit A to the Declaration of Armond M. Jackson in
15 Support of Motion for Final Approval of Class Action Settlement filed on July 13, 2022. For the
16 foregoing reasons, the Court finds that the administration costs of \$5,636.00 is fair and
17 reasonable considering its service to Class Members.

18 **VIII. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

19 The Claims Administrator shall pay the LWDA \$3,750.00 (representing 75% of the
20 \$5,000.00 PAGA component of the Amended Settlement Agreement).

21 **IX. JUDGMENT FINALITY**

22 Without affecting the finality of this Judgment in any way, the Court shall retain
23 jurisdiction with respect to the implementation and enforcement of the terms of the Settlement
24 Agreement, and the Court shall retain jurisdiction over the Parties and the members of the Class
25 to enforce the terms, conditions and obligations of the Settlement Agreement.
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1 This judgment is intended to be a final disposition of the above-captioned action in its
2 entirety with prejudice, and is intended to be immediately appealable. The court shall have and
3 retain continuing jurisdiction over this action and the parties and Class members, including after
4 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
5 and intent of the Settlement Agreement and this Order.

6 The Court orders class counsel to file a final report summarizing all distributions made
7 pursuant to the approved settlement, supported by declaration. The Court sets a hearing for a
8 final report for May 1, 2023.

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11 Dated:

JUDGE OF THE SUPERIOR COURT

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13 By: _____
14 The Honorable Judge Lawrence P. Riff
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