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MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
LAUNA ADOLPH (SBN 227743)
DEANNA S. LEIFER (SBN 265840)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs Ruben Maldonado,
and Leo Herrera, individually and on behalf
of all others similarly situated

FILED
Superior Court of California
County of Los Angeles
04/28/2025
David W. Stryker, Executive Officer / Clerk of Court
By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUBEN MALDONADO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

WORLD CLASS DISTRIBUTION INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendant.

CASE NO. BC680208

[Assigned for all purposes to the Hon. Laura
A. Seigle, Dept. SS-17]

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Date: April 28, 2025
Time: 9:00 a.m.
Dept.: SS-17

Action Filed: October 19, 2017
Trial Date: None Set

1 Plaintiffs Ruben Maldonado, Leo Herrera, Nathaniel Valentine, and Patrice Jackson's
2 (collectively, "Plaintiffs") Motion for Final Approval of Class Action Settlement came on for hearing
3 on April 28, 2025, before the Honorable Laura A. Seigle. Due and adequate notice having been given
4 to the Class Members, as defined below, and the Court having considered Plaintiffs' motion and all
5 papers filed in support thereof, including the Amended Class Action and PAGA Settlement Agreement
6 ("Agreement"), and the Exhibits thereto, and any objections to the proposed Settlement, and having
7 reviewed the record in the Action, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Final Order and Judgment ("Judgment"), adopts all
10 defined terms as set forth in the Agreement in the Action.

11 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
12 Participating Class Members, and defendants World Class Distribution, Inc. ("WCD"), Deploy HR,
13 Inc. ("Deploy"), and KCM Technical, Inc. ("KCM") (collectively, "Defendants").

14 3. The Court finds that the Agreement was made and entered into in good faith and hereby
15 approves the Settlement as fair, adequate, and reasonable to all Participating Class Members.

16 4. Solely for purposes of effectuating the Settlement, this Court certifies a class defined
17 as follows: all current or former non-exempt employees of Agencies who were placed to work at a
18 WCD distribution center in California by Deploy, KCM, or Epic during the Class Period, which is the
19 time period from November 19, 2014 to June 30, 2024. The Agencies are Epic Personnel Partners,
20 LLC and Epic HR, LLC (collectively "Epic"), Deploy, and KCM.

21 5. The notice provided to the Class Members conforms with the requirements of
22 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
23 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
24 law, and constitutes the best notice practicable under the circumstances, by providing individual notice
25 to all Class Members who could be identified through reasonable effort, and by providing due and
26 adequate notice of the proceedings and of the matters set forth therein. The notice fully satisfies the
27 requirements of due process.

1 6. The Court finds that the following Class Member has submitted a valid and timely
2 request for exclusion from the Settlement: Ediber C. Velasquez. Ediber C. Velasquez is hereby
3 excluded from the Settlement.

4 7. Upon Defendants providing the Gross Settlement Amount and all employer payroll
5 taxes to the Settlement Administrator, all Participating Class Members, on behalf of themselves and
6 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
8 been alleged, based on the Class Period facts stated in the Operative Complaint or the Consolidated
9 Complaint and ascertained in the course of the Actions, including any and all claims for (1) failure to
10 provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum
11 wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting
12 employees; (6) failure to furnish accurate itemized statements; (7) failure to maintain required records;
13 (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9)
14 unfair and unlawful business practices.

15 In addition, upon Defendants providing the Gross Settlement Amount and all employer payroll
16 taxes to the Settlement Administrator, all Aggrieved Employees are deemed to release, on behalf of
17 themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
19 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
20 Operative Complaint, the Consolidated Complaint, and the PAGA Notice and ascertained in the course
21 of the Action, including any and all claims for (1) failure to provide meal periods; (2) failure to
22 authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages;
23 (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate
24 itemized statements; (7) failure to maintain required records; (8) failure to indemnify employees for
25 necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; (10)
26 failure to maintain temperature providing reasonable comfort; and (11) failure to provide suitable
27 seating.

1 8. The Court finds that the Gross Settlement Amount of \$6,000,000.00, the Net Settlement
2 Amount, and the methodology used to calculate and pay each Participating Class Member's Individual
3 Class Payments and Individual PAGA Payments are fair and reasonable, and authorizes the Settlement
4 Administrator to pay the Individual Class Payments and Individual PAGA Payments to the
5 Participating Class Members in accordance with the terms of the Agreement.

6 9. The Court hereby enters judgment against Defendants in the amount of \$6,000,000.00.

7 10. The Court finds that Class Counsel's request for attorneys' fees in the amount of
8 \$2,000,000.00, which is one-third of the Gross Settlement Amount, is reasonable under the common
9 fund method. The Court finds that the requested fees are also reasonable under the lodestar method.
10 The number of hours Class Counsel spent prosecuting this Action is reasonable, and Class Counsel's
11 hourly rates are reasonable and in line with rates prevailing in the community. The Court awards Class
12 Counsel \$2,000,000.00 in attorneys' fees to be paid from the Gross Settlement Amount, to be
13 apportioned as follows: \$1,790,876.00 to Matern Law Group, PC; \$160,328.63 to Aegis Law Firm,
14 PC; and \$48,795.67 to Lavi & Ebrahimian, LLP.

15 11. The Court finds that Class Counsel has incurred costs and expenses in the amount of
16 \$328,520.76. Such costs and expenses were reasonably incurred in prosecuting the Action on behalf
17 of the Class. The Court awards Class Counsel \$328,520.76 in costs and expenses to be paid from the
18 Gross Settlement Amount to be apportioned as follows: \$300,761.19 to Matern Law Group, PC;
19 \$12,426.08 to Aegis Law Firm, PC; and \$15,333.49 to Lavi & Ebrahimian, LLP.

20 12. The Court hereby approves the Class Representative Service Payments in the amount
21 of \$15,00.00 each to Plaintiffs Ruben Maldonado, Leo Herrera, Nathaniel Valentine, and Patrice
22 Jackson, for a total of \$60,000.00, for their time and effort in bringing and prosecuting the Actions, to
23 be paid from the Gross Settlement Amount.

24 13. Three Hundred Thousand Dollars (\$300,000.00) shall be allocated to penalties under
25 the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*,
26 of which \$225,000.00 shall be paid by the Settlement Administrator from the Gross Settlement
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Amount directly to the California Labor and Workforce Development Agency. The remaining \$75,000.00 shall be distributed to Aggrieved Employees as their Individual PAGA Payments.

14. The Court hereby approves Settlement Administration Costs in the amount of \$64,000.00 to be paid to the Settlement Administrator from the Gross Settlement Amount.

15. Pursuant to California Rules of Court Rule 3.771(b), notice of this signed Final Order and Judgment shall be provided to the Class by the Settlement Administrator posting it on the Settlement Administrator's website.

16. This Judgment is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

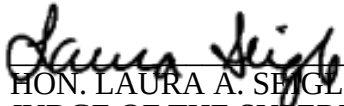
17. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the Action, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

18. Plaintiffs shall file a final report regarding distribution of the settlement funds by December 19, 2025. The court sets a non-appearance case review for December 29, 2025 at 8:30 a.m.

19. Final judgment is hereby entered.

DATED: 04/28/2025, 2025




HON. LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge