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

GARY GONZALEZ, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

STAR WAGGONS, INC., a California
corporation, and DOES 1-50, inclusive,

Defendant.

Case No.: 20STCV40531

Assigned for all purposes to:
Hon. William F. Highberger
Dept. 10

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

Date: January 4, 2023
Time: 11:00 a.m.
Place: Department 10

Action Filed: October 22, 2020
Trial Date: None

**~~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 January 4, 2023, the Court pursuant to Code of Civil Procedure § 382, hereby
9 grants Plaintiff's motion.

10 **I. FACTUAL BACKGROUND**

11 On October 22, 2020, I filed a Class Action Complaint in the Los Angeles County
12 Superior Court alleging violations of the California Labor Code and applicable wage orders for
13 the following claims: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
14 claim for failure to pay timely wages; (4) claim for failure to unlawfully receive wages; (5) claim
15 for failure to provide meal periods; (6) failure to provide rest breaks; (7) failure to provide and
16 maintain accurate itemized wage statements; (8) failure to pay timely wages upon termination; as
17 well as an additional claim for (9) unlawful business practices under Business and Professions
18 Code section 17200 et. seq. On April 26, 2021, Plaintiff Gonzalez submitted a First Amended
19 Complaint to add claims for Private Attorney General Act.
20

21 After Plaintiff served formal discovery and evaluated Defendants' documents and
22 positions, the parties engaged a mediator and participated in a mediation on May19, 2021.
23 Thereafter, the Parties entered into a signed Stipulation of Class Action Settlement setting forth
24 the terms of the proposed Settlement, which is before the Court. In reaching the proposed
25 Settlement, Defendant did not (and does not) concede that it has violated the California Labor
26 Code or the Business and Professions Code, and Defendant continues to deny the allegations
27 contained in Plaintiff's complaint.
28

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 January 4, 2023 at 11:00 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 **Settlement Class**- All current and former non-exempt employees of Defendant that
16 have worked for Defendant in the State of California at any time from October 22,
17 2016 through the date of Preliminary Approval by the Court ("Settlement Class" or
18 "Settlement Class Members")

19 **PAGA Group Members**- All current and former non-exempt employees of
20 Defendant that have worked for Defendant in the State of California at any time from
21 October 21, 2019 through the date of Preliminary Approval by the Court ("PAGA
22 Group Members")

23 The Court finds that the Class defined above meets ascertainability, numerosity,
24 commonality, and predominance requirements that justify certification, and that resolution of this
25 matter through a class action settlement is superior to other available methods.

26 The Court finds further that:

27 (1) Plaintiff is an adequate and typical Class Representative and appoints them as Class
28 Representative; and

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

3 Accordingly, the Court certifies the Class described above for settlement purposes only.

4 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
5 adequate, and reasonable when balanced against the possible outcome of further litigation
6 relating to class certification, liability, and damages. The Court finds further that settlement at
7 this time will avoid substantial additional costs and will avoid the delay and risks presented by
8 continued prosecution of the litigation. The Court also finds that the settlement has been reached
9 after arm's length negotiations between the parties. (See Joint Stipulation of Settlement and
10 Release of Class Action Settlement attached as Exhibit A to the Declaration of Armond M.
11 Jackson in Support of Motion for Final Approval of Class Action Settlement filed on December
12 9, 2022) The terms of this operative settlement agreement shall be incorporated herein and
13 consistent with this Order and Judgment.
14

15 Following notice that was sent to the Class Member by first class mail, no Class member
16 objected to any of the terms of the Settlement and eleven Class Members opted out. Such non-
17 opposition to the settlement is evidence of the settlement's fairness, adequacy, and
18 reasonableness. Taking into account (1) the value of the \$167,500.00 cash settlement, (2) the
19 risks inherent in continued litigation, (3) the complexity, expense, and likely duration of the
20 litigation in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the
21 positive reaction of Class Members, the Court finds that the settlement is fair, adequate,
22 reasonable, and deserves this Court's final approval.

23 **III. CLASS RELEASE**

24 Upon the date the Court enters an order granting final approval of the Settlement
25 Agreement and Defendant funds the Gross Settlement Amount and the employer's share of
26 payroll taxes, Plaintiff and every member of the Settlement Class (except those who opt out, as
27 described below) who do not submit a valid and timely Request for Exclusion to exclude
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1 themselves from the Settlement will fully release and discharge Defendant, and all of its past and
2 present owners, officers, directors, shareholders, unit holders, managers, employees, agents,
3 principals, heirs, representatives, accountants, auditors, consultants, and their respective
4 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys
5 (collectively, the “Released Parties”) from all claims, demands, rights, liabilities and causes of
6 action that were pled or could have been pled in the Litigation, based on the factual allegations
7 therein, that arose during the Class Period with respect to the following claims: (1) failure to pay
8 minimum wages (Cal. Lab. Code section 1194; IWC Wage Orders 1, 4, 7, and 9 section 3); (2)
9 failure to pay overtime wages (Cal. Lab. Code section 1194; IWC Wage Orders 1, 4, 7, and 9
10 section 3); (3) failure to pay timely wages (Cal. Lab. Code section 210); (4) failure to unlawfully
11 receive wages (Cal. Lab. Code section 221); (5) failure to provide meal breaks (Cal. Lab. Code
12 section 226.7; IWC Wage Orders 1, 4, 7, and 9 section 11); (6) failure to provide rest periods
13 (Cal. Lab. Code section 226.7; IWC Wage Orders 1, 4, 7, and 9 section 12); (7) failure to provide
14 and maintain accurate itemized wage statements (Cal. Lab. Code section 226); (8) failure to pay
15 timely wages upon termination (Cal. Lab. Code section 203); (9) unlawful business practices
16 (Cal. Bus. & Prof. Code section 17200, et seq.); and (10) all claims under California’s Private
17 Attorneys General Act of 2004 (Cal. Lab. Code section 2698, et seq.) that could have been
18 premised on the facts, claims, causes of action or legal theories described above (collectively, the
19 “Released Claims”). For members of the Settlement Class who do not validly opt out, the release
20 period shall run from October 22, 2016, through the date of Preliminary Approval by the Court
21 (“Class Period”).
22

23 **IV. OPT OUTS**

24 Following notice that was sent to the Class Member by first class mail, no Class member
25 objected to any of the terms of the Settlement and no Class Members submitted any valid opt out
26 forms.
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1 **V. PLAINTIFF’S REQUEST FOR ATTORNEYS’ FEES AND COSTS**

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

7 Based upon all papers filed with the Court, oral argument at the hearing, the Court’s
8 observation and assessment of the performance of Plaintiff’s Counsel throughout this litigation,
9 the resulting settlement recovery, and good cause appearing therefor, the Court finds that
10 payment of attorneys’ fees in the amount of \$55,833.33 of the GSA and costs in the amount of
11 \$6,921.25 for all past and remaining work and costs until the completion of this matter, in
12 accordance with the terms of the Settlement, is fair and reasonable under the circumstances.

13 This amount shall be paid by Defendant according to the terms of the Joint Stipulation of
14 Settlement and Release of Class Action Settlement attached as Exhibit A to the Declaration of
15 Armond M. Jackson in Support of Motion for Final Approval of Class Action Settlement filed on
16 December 9, 2022.

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

18 Plaintiff seeks service awards to the class representative, Gary Gonzalez, in the
19 amount of \$5,000 and seeks this payment as compensation for the time, effort, and risk hespent
20 to enable the Class Members to receive this recovery.

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

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

5 For the foregoing reasons, the Court finds that the service award of \$5,000 to Plaintiff
6 Gary Gonzalez is fair and reasonable considering his service to Class Members.

7 **VII. CLAIMS ADMINISTRATION COSTS**

8 Plaintiff seeks costs for the claims administrator in the amount of \$5,636.00 for all work
9 regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall
10 be paid by Defendant according to the terms of the Joint Stipulation of Settlement and Release of
11 Class Action Settlement attached as Exhibit A to the Declaration of Armond M. Jackson in
12 Support of Motion for Final Approval of Class Action Settlement filed on December 9, 2022.
13 For the foregoing reasons, the Court finds that the administration costs of \$5,636.00 is fair and
14 reasonable considering its service to Class Members.
15

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

17 The Claims Administrator shall pay the LWDA \$12,562.50 (representing 75% of the
18 \$16,750.00 PAGA component of the Settlement Agreement).

19 **IX. JUDGMENT FINALITY**

20 Without affecting the finality of this Judgment in any way, the Court shall retain
21 jurisdiction with respect to the implementation and enforcement of the terms of the Settlement
22 Agreement, and the Court shall retain jurisdiction over the Parties and the members of the Class
23 to enforce the terms, conditions and obligations of the Settlement Agreement.

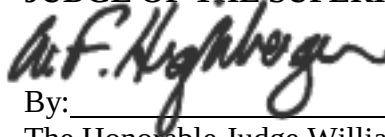
24 This judgment is intended to be a final disposition of the above-captioned action in its
25 entirety with prejudice, and is intended to be immediately appealable. The court shall have and
26 retain continuing jurisdiction over this action and the parties and Class members, including after
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entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order.

The Court orders class counsel to file a final report summarizing all distributions made pursuant to the approved settlement, supported by declaration. The Court sets a ~~hearing for a~~ ^{NACR re funding} ~~final report~~ ¹⁴ for July 7, 2023. at 9 .a.m. with report due July 7, 2023.

Dated: 01/04/2023

JUDGE OF THE SUPERIOR COURT



By: _____
The Honorable Judge William F. Highberger