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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

DEC 11 2023

BY Victoria Sanchez  
VICTORIA SANCHEZ, DEPUTY

*Attorneys for Plaintiff FABRICIO LOPEZ RIVERA*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

FABRICIA LOPEZ RIVERA, individually, and  
on behalf of all others similarly situated,

Plaintiff,

vs.

VILLAGRANA LOGISTICS, INC., a  
California corporation; AMAZON  
LOGISTICS, INC., a Delaware corporation;  
and DOES 1 through 10, inclusive,

Defendants

Case No.: CIVDS2022538

CLASS AND REPRESENTATIVE ACTION

[Hon. Jessica Morgan, Dept. S-26]

**~~[PROPOSED]~~ FINAL ORDER GRANTING  
FINAL APPROVAL OF CLASS AND  
PAGA ACTION SETTLEMENT**

[Filed with Plaintiff's Notice of Motion and  
Memorandum of Points and Authorities, the  
Declarations of Kane Moon, Plaintiff Lopez,  
and Taylor Mitzner in Support of Motion, and  
[Proposed] Judgment]

FINAL APPROVAL HEARING:

Date: December 11, 2023  
Time: 9:00 a.m.  
Dept.: S-26

Complaint Filed: October 13, 2020  
Trial Date: Not set

1 **[PROPOSED] ORDER**

2 On July 26, 2023, the Court entered an Order Granting Plaintiff's Motion for Preliminary  
3 Approval of Class and PAGA Action Settlement, conditional class certification, and approval of  
4 Class Notice, and setting a Final Approval Hearing (the "Preliminary Approval Order"), thereby  
5 preliminarily approving a settlement of the above-entitled action (the "Action") that was reached  
6 between Plaintiff Fabricio Lopez Rivera ("Plaintiff") and Defendants Villagrana Logistics, Inc.  
7 ("Villagrana") and Amazon Logistics, Inc. ("Amazon") (collectively, "Defendants") (together with  
8 Plaintiff, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement and  
9 Class Notice (the "Settlement" or "Settlement Agreement"). The Settlement Agreement was attached  
10 as **Exhibit A** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary  
11 Approval of Class and PAGA Action Settlement, and which, together with the exhibits annexed  
12 thereto, set forth the terms and conditions for settlement of the Action. The Court now has before it  
13 a proposed order to finally approve the Settlement.

14 Due and adequate notice having been given to Class Members, and the Court having reviewed  
15 the Settlement and duly considered Plaintiff's Motion for Final Approval of Class and PAGA Action  
16 Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings  
17 had hereto, the record in this Action, and any oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. The Court, for purposes of this Final Approval Order, refers to all terms and  
20 definitions as set forth in the Settlement Agreement.

21 2. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement,  
22 including a motion for payment of attorneys' fees and litigation costs to Class Counsel, a Class  
23 Representative Enhancement Award, Settlement Administrator Costs, and PAGA Penalties to the  
24 California Labor and Workforce Development Agency (the "LWDA") (collectively "Motion for  
25 Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and  
26 adequate as to Class Members, came before Department S-26 of this Court, the Honorable Jessica  
27 Morgan presiding, on December 11, 2023.

28 3. The Court finds that the Settlement Agreement appears to have been made and entered

1 into in good faith, the terms of which are fair, reasonable, and adequate; was reached following  
2 meaningful discovery and investigation conducted by Plaintiff and his counsel of record (“Class  
3 Counsel”); is the result of serious, informed, adversarial, and arms-length negotiations between the  
4 Parties; and therefore, meets the requirements for final approval. In so finding, the Court has  
5 considered all the evidence presented, including evidence regarding the strength of Plaintiff’s claims;  
6 the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the  
7 amount offered in the Settlement; the extent of investigation and discovery completed; and the  
8 experience and views of Class Counsel. The Court has further considered the absence of objections  
9 to and requests for exclusion from the Settlement by Class Members. Accordingly, the Court hereby  
10 **GRANTS** Plaintiff’s Motion for Final Approval and **ORDERS** Judgment to be entered in  
11 accordance with the terms herein.

12 4. The Court certifies, for settlement purposes only, the following Class (the “Settlement  
13 Class”): All individuals who are or previously were employed by Villagrana in California as non-  
14 exempt employees at any time during the Class Settlement Period. The “Class Settlement Period” is  
15 the period from June 10, 2018, through July 26, 2023 (the Preliminary Approval Order date).  
16 Excluded from the Settlement Class are all Class Members who submitted a valid and timely Request  
17 for Exclusion pursuant to the instructions provided in the Class Notice.

18 5. The deadline to request exclusion from or to submit written objections to the  
19 Settlement was October 30, 2023. No requests for exclusion or written objections were received.

20 6. The Court-approved Notice of Settlement of Class and Representative Action (the  
21 “Notice”), which was attached to the Settlement Agreement as Exhibit 2 and provided to the Class  
22 pursuant to the plan for distribution described under the Settlement Agreement, conformed with the  
23 requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice practicable  
24 under the circumstances, by providing individual and adequate notice of the proceedings and of the  
25 matters set forth therein to Class Members. The Notice fully satisfied the requirements of due process  
26 and provided the Class Members with adequate instructions and a variety of means to obtain  
27 additional information.

28 7. A full opportunity has been afforded to the Settlement Class Members to participate

1 in the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be  
2 heard have been heard and/or had an opportunity to be heard. The Settlement Class Members have  
3 had a full and fair opportunity to exclude themselves from the Settlement or object to the Settlement.  
4 Accordingly, the Court determines that all Settlement Class Members who did not timely and validly  
5 opt out of the Settlement (“Participating Class Members”) are bound by this Final Approval Order.

6 8. Release of Claims.

7 a. Release of Claims by Plaintiff. As of the Effective Date and payment by Defendants  
8 of all funds due under the terms of this Settlement, Plaintiff releases the Released Parties from all the  
9 Class Representative’s Released Claims. Plaintiff’s releases set forth herein include a waiver of all  
10 rights under California Civil Code § 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
12 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
13 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY  
14 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
15 WITH THE DEBTOR OR RELEASED PARTY.

16 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which  
17 Plaintiff now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever  
18 settle and release any and all claims against the Released Parties, known or unknown, suspected or  
19 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of  
20 this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s  
21 employment with Villagrana and alleged employment with Amazon.

22 b. Release as to All Participating Class Members. Upon the Effective Date and payment  
23 by Defendants of all funds due under the terms of this Settlement, Plaintiff and all Participating Class  
24 Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns,  
25 hereby do and shall be deemed to have fully, finally and forever released, settled, compromised,  
26 relinquished and discharged any and all of the Released Parties of and from any and all Released  
27 Class Claims. These releases will take effect whether or not a Participating Class Member receives  
28 his or her Individual Settlement Payment or cashes and deposits any check for the Individual  
Settlement Payment.

i. “Released Class Claims” shall mean any and all claims and/or causes of action

1 under any state, local or federal law or administrative order by Participating Class Members  
2 against Released Parties that were or could have been pled based on the allegations of the  
3 original and amended Complaints and the PAGA Notice Letter, including but not limited to,  
4 any claim for: (1) unpaid wages, including claims for minimum, overtime, and double-time  
5 wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours  
6 worked at correct rates, including overtime or double time at the correct regular rates; (2)  
7 meal period violations, including claims for late, short, interrupted and/or missed meal  
8 periods and/or the failure to pay premium wages, including premiums at the correct regular  
9 rates, and the alleged failure to properly record meal breaks; (3) rest break violations,  
10 including claims for late, short, interrupted, missed, on premises, or otherwise improperly  
11 controlled or constrained rest breaks and/or the failure to pay premium wages, including  
12 premiums at the correct regular rates; (4) improper or inaccurate itemized wage statements,  
13 including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) untimely payment  
14 of final wages under Labor Code sections 201-203; (6) failure to maintain and produce  
15 required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC  
16 Wage Order; (7) unreimbursed business expenses; (8) untimely wage payments to current  
17 employees under Section 204; (9) Unlawful and Deceptive Business Practices in Violation of  
18 Business & Professions Code §§ 17200, et seq. based on any of the facts and violations  
19 alleged in the Action or the PAGA Notice Letters; and (10) any claims for statutory or civil  
20 penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other  
21 costs, expenses, restitution, and equitable and declaratory relief based on the same facts  
22 alleged in the Action or the PAGA Notice Letter. The period of the Released Class Claims  
23 will be the Class Settlement Period.

24 c. Release as to All PAGA Members. Upon the Effective Date and payment by  
25 Defendants of all funds due under the terms of this Settlement, as representatives of the State of  
26 California and on behalf of the LWDA and the PAGA Members, fully and finally release the  
27 Released Parties from the PAGA Released Claims for the PAGA Settlement Period. These releases  
28 will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or

1 cashes and deposits any check for the Individual PAGA Payment.

2 i. "Released PAGA Claims" shall means all claims and causes of action for  
3 PAGA penalties against the Released Parties that were alleged or that could have been alleged  
4 based on the facts asserted in the Action as well as in any and all of the PAGA Notice Letters  
5 for violations of Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 510, 558, 1174,  
6 1174.5, 1194, 1197.1, 1198, 2802, 2698, and 2699 et seq. and sections of the applicable wage  
7 order, including sections 3, 4, 11, and 12, as well as any and all claims for attorneys' fees,  
8 litigation costs, and interest allocated to those claims. The Released PAGA Claims include  
9 (1) claims for unpaid wages, including claims for minimum, overtime, and double-time  
10 wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours  
11 worked at correct rates, including overtime or double time at the correct regular rates; (2)  
12 claims for meal period violations, including claims for late, short, interrupted and/or missed  
13 meal periods and/or the failure to pay premium wages, including premiums at the correct  
14 regular rates, and the alleged failure to properly record meal breaks; (3) claims for rest break  
15 violations, including claims for late, short, interrupted, missed, on premises, or otherwise  
16 improperly controlled or constrained rest breaks and/or the failure to pay premium wages,  
17 including premiums at the correct regular rates; (4) claims for improper or inaccurate itemized  
18 wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5)  
19 claims for untimely payment of final wages under Labor Code sections 201-203; (6) claims  
20 regarding the alleged failure to maintain and produce required records in violation of Labor  
21 Code section 1174, 1174.5, and the applicable IWC Wage Order; (7) claims for unreimbursed  
22 business expenses; (8) claims for untimely wage payments to current employees under  
23 Section 204; and (9) any other claims and penalties under the wage and hour laws alleged in  
24 the Action and in the PAGA Notice Letter. The period of the Released PAGA Claims will be  
25 the PAGA Settlement Period.

26 d. Identity of the Released Parties. "Released Parties" means Defendants and any of their  
27 former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates,  
28 divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders,

1 attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors,  
2 administrators, beneficiaries, legal representatives, or trustees.

3 9. The Parties shall bear their own respective attorneys' fees and costs, except as  
4 otherwise provided for in the Settlement Agreement and approved by the Court.

5 10. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and  
6 the methodology used to calculate Individual Settlement and PAGA Payments to Participating Class  
7 Members and PAGA Members are fair and reasonable. The Court thus authorizes the Settlement  
8 Administrator to pay settlement allocations in accordance with the terms of the Settlement  
9 Agreement. Defendants shall pay into a common fund a total of \$427,759.80 (the "Gross Settlement  
10 Amount") to resolve the Action.<sup>1</sup> Defendants shall fund the Gross Settlement Amount, and  
11 Villagrana shall also fund the amounts necessary to fully pay its employer's share of payroll taxes  
12 on the wage portion of Individual Settlement Payments, as calculated by the Settlement  
13 Administrator, by transmitting the funds to the Administrator no later than 14 calendar days after the  
14 Effective Date, as that term is defined under the Settlement Agreement. Payments to Class Members  
15 shall be distributed within 15 calendar days after the receipt of funding and in accordance with the  
16 terms of the Settlement Agreement.

17 11. A total amount of \$40,000.00 shall be allocated as the PAGA Payment for resolution  
18 of the Released PAGA Claims under the Private Attorneys General Act of 2004 ("PAGA"), and  
19 distributed as follows: 25% (\$10,000.00) to PAGA Members and 75% (\$30,000.00) to the LWDA.  
20 The LWDA's claims for the Released PAGA Claims are hereby extinguished.

21 12. The Court confirms the appointment of Plaintiff as the Class Representative. In  
22 addition to any recovery that Plaintiff is eligible to receive under the Settlement as a Class Member,  
23 the Court approves and orders a service payment in the amount of \$7,500.00 from the Gross  
24 Settlement Amount to Plaintiff for his role and service as the Class Representative, for the risks and  
25 work attendant to that role, and for his general release of claims, both known and unknown, and  
26

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27  
28 <sup>1</sup> The Court notes the escalator provision under paragraph III.7 of the Settlement Agreement  
was triggered and that Defendants agreed to increase the Gross Settlement Amount accordingly.

1 waiver of section 1542 rights.

2       13. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, as  
3 they are experienced in wage and hour class action litigation, have no apparent conflicts of interest  
4 with Plaintiff or other Class Members, and have adequately represented Class interests. The Court  
5 approves and orders the payment to Class Counsel from the Gross Settlement Amount \$141,253.27  
6 as reasonable attorneys' fees, as well as \$15,842.98 for reimbursement of litigation costs actually  
7 incurred. The Court finds that the fees and costs amounts are reasonable in light of the benefits  
8 provided to the Class.

9       14. The Court confirms the appointment of Phoenix Settlement Administrators as the  
10 Settlement Administrator, who has fulfilled its initial notice and reporting duties owed under the  
11 Settlement Agreement. The Court approves and orders the payment of \$20,000.00 from the Gross  
12 Settlement Amount to the Settlement Administrator for the costs of settlement administration.

13       15. In accordance with California Rule of Court 3.771(b), notice of this Final Approval  
14 Order will be given to the Class by the Settlement Administrator, who will post a copy on a website  
15 maintained by the Settlement Administrator for a period of not less than 90 calendar days after  
16 entry.

17       16. This Final Approval Order is intended to be a final disposition of the Action in its  
18 entirety and is intended to be immediately appealable.

19       17. The obligations set forth in the Settlement Agreement are deemed part of this Final  
20 Approval Order, and the Parties are ordered to carry out the Settlement Agreement according to its  
21 terms and provisions.

22       18. Following entry of this Final Approval Order, and without affecting the finality  
23 thereof, the Court shall retain jurisdiction over the Parties, the Action, and the Settlement solely for  
24 purposes of interpreting, implementing, and enforcing the terms embodied in the Settlement  
25 Agreement and all orders and judgments entered in connection therewith.

26       19. The Settlement Agreement is finally approved but is not an admission by Defendants  
27 of the validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation  
28 of law. Neither the Settlement Agreement nor any related document shall be offered or received in

1 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings  
2 as may be necessary to consummate or enforce the Settlement.

3 20. The Court sets a ~~Non-Appeal~~ Hearing (Case Review) re: Distribution on  
4 SEPTEMBER 26, 2024 at 8:30 a.m./p.m. in Department S-26. Class Counsel are  
5 ordered to file a final report and declaration by the Settlement Administrator regarding settlement  
6 distribution no later than 10 DAYS PRIOR TO HEARING. No appearance is required at the Case  
7 Review if the Settlement Administrator's declaration filed prior to the hearing reports that all the  
8 distributions under the Settlement Agreement are complete.

9 **IT IS SO ORDERED.**

10 DATE: 12/11/23

  
The Honorable Jessica Morgan  
Judge of the Superior Court, San Bernardino County

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite  
7 1880, Los Angeles, California 90017. On November 15, 2023, I served the foregoing document  
8 described as:

9 **[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL OF CLASS AND**  
10 **PAGA ACTION SETTLEMENT**

11 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
12 addressed as follows:

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28 *Attorneys for Defendant AMAZON LOGISTICS, INC.*

1 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The  
2 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the  
3 firm's practice of collection and processing correspondence for mailing. Under that  
4 practice it would be deposited with U.S. postal service on that same day with postage  
5 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am  
6 aware that on motion of the party served, service is presumed invalid if postal  
7 cancellation date or postage meter date is more than one day after date of deposit for  
8 mailing in affidavit.

9 X (State) I declare under penalty of perjury under the laws of the State of California  
10 that the above is true and correct.

11 Executed on November 15, 2023, at Los Angeles, California.

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Janelle Jickain

Name

Signature