

FILED
Superior Court of California
County of Los Angeles

12/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MARCO ANTONIO SANCHEZ ROSALES,
individually and on behalf of all other persons
similarly situated,

Plaintiffs,

v.

LOS ANGELES ATLANTIC EXPRESS
CORP., a California Corporation; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 21STCV05609

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

CLASS ACTION

**~~PROPOSED~~ JUDGMENT ENFORCING
TERMS OF CLASS ACTION
SETTLEMENT**

Hearing date: December 19, 2022
Time: 1:30 pm
Dept. 10

JUDGMENT

On December 19, 2022, the Court conducted a hearing on Plaintiff's unopposed Motion for Final Approval of Class Action Settlement and Motion for Attorney's Fees, Costs, and Class Representative Enhancement Payment ("Motions") and entered a Final Order.

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

1. The Court gives Final Approval to the Settlement as fair, reasonable, and adequate, and consistent and in compliance with all requirements of California law, as to, and in the best interest of, each of the Parties and the members of the Class, and directs the Parties and their counsel to implement and consummate the Settlement Agreement in accordance with its terms and provisions. The relief with respect to the Class is appropriate as to the individual members of the Class and as a whole.

2. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of the Litigation, their right to object or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and under California law.

3. Solely for the purposes of effectuating the Settlement, this Court has concluded that Class certification is appropriate and hereby certifies the Class defined below (and in the Settlement Agreement) and further concludes that this definition is sufficient for purposes of California Rules of Court 3.765(a) and 3.771 and that the Settlement Agreement is binding on all Class Members of the classes set forth in the Settlement Agreement (and as defined below):

Settlement Class:

All former and current non-exempt employees who worked for Los Angeles Atlantic Express Corp. from February 11, 2017 to February 11, 2021.

1 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
2 for the purpose of entering into and implementing the Settlement and achieved a very good
3 result for the Class.

4 5. The Court finds that zero (0) objections and zero (0) requests for exclusion were
5 submitted to the Settlement.

6 6. The Court adjudges that Plaintiff and the Class Members have fully, finally, and
7 conclusively compromised, settled, discharged, dismissed, and released the following claims as
8 set forth in the Settlement Agreement and that, as set forth in the Settlement Agreement:

9 “Plaintiff and all members of the Settlement Class . . . waive, release, discharge, and
10 promise never to assert in any forum any and all wage-related claims against
11 Defendant, its respective subsidiaries, affiliates, predecessors or successors in
12 interest, or the owners, officers, directors, shareholders, employees, attorneys, agents,
13 assigns, insurers, re-insurers, of any of them, (collectively referred to herein as the
14 “Releasees”), that were alleged in the Action for the Class Period or claims which
15 arise out of facts asserted in the action for the Class Period, including but not limited
16 to: (1) failure to pay wages and overtime; (2) failure to pay minimum wage (3) failure
17 to pay wages (4) failure to provide meal periods (5) failure to provide rest breaks; (6)
18 waiting-time penalties; (7) failure to provide accurate wage statements; (8); unfair
19 business practices under Business and Professions Code Section 17200 based on the
20 foregoing alleged violations; and (9) violation of the Private Attorneys General Act
21 (“PAGA”).”

22 7. The Court adjudges that Plaintiff and the Class Members have fully, finally, and
23 conclusively compromised, settled, discharged, dismissed, and released the following claims
24 under PAGA as set forth in the Settlement Agreement and that, as set forth in the Settlement
25 Agreement:

26 “Plaintiff and all Aggrieved Employees . . . waive, release, discharge, and promise
27 never to assert in any forum any and all PAGA claims alleged or that could have been
28 alleged based on the facts alleged in the PAGA notice, including violation of Labor
Code 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198 and 2802, against

1 Defendant, its respective subsidiaries, affiliates, predecessors or successors in
2 interest, or the owners, officers, directors, shareholders, employees, attorneys, agents,
3 assigns, insurers, re-insurers, of any of them, (collectively referred to herein as the
4 “PAGA Releasees”), that were alleged in the Action for the PAGA Settlement Period
5 or claims which arise out of facts asserted in the action for the PAGA Settlement
6 Period.”

7 8. The Court approves the payment to Class Counsel of attorney’s fees in the total
8 amount of \$66,666.00 payable to Petronelli Law Group, PC and reimbursement of litigation
9 costs in the amount of \$7,321.19 payable to Petronelli Law Group, PC. The Settlement was
10 carefully and professionally prepared and is in all respects in the interests of the Class. Counsel’s
11 very good efforts are reflected in the percentage fee award. The attorney’s fees and litigation
12 expenses shall be paid in accordance with the terms of the Settlement. The Parties are to bear
13 their own attorney’s fees and costs except as otherwise provided in this paragraph. The Court
14 further approves payment of service awards in an amount of \$3,000 to Marco Antonio Sanchez
15 Rosales in recognition of his services on behalf of the Class in this Action which are in addition
16 to their payment as participating claimants. The service awards shall be paid in accordance with
17 the terms of the Settlement.

18 9. The Court approves the payment of Claims Administrator’s expenses of \$7,900
19 from the Gross Settlement Amount to Atticus Administration.

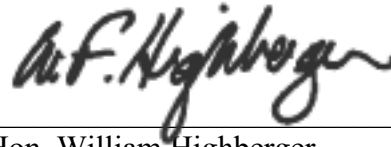
20 10. The Court approves the payments to Participating Class Members according to
21 the terms set forth in the Settlement and in accordance with the terms of the Settlement. All
22 payroll taxes are to be paid by the Claims Administrator in accordance with the terms of the
23 Settlement Agreement and paid not later than the time specified by law or agency regulation.

24 11. Without affecting the finality of the Judgment for purposes of appeal, the Court
25 reserves jurisdiction over the Parties as to all matters relating to the administration,
26 consummation, enforcement, and interpretation of the terms of the Settlement Agreement and
27 the Final Order and for any other necessary purposes.
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IT IS SO ORDERED.

Dated: 12/19/2022



Hon. William Highberger
Los Angeles County Superior Court Judge