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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 MATTHEW CORREA, ALEXANDER
HERNANDEZ, and JOHN MARTIN
13 GARCIA, as individuals and on behalf of all
14 others similarly situated, and as private
attorney generals,

15 Plaintiffs,

16 vs.

17 FEDEX SUPPLY CHAIN, INC., a
18 Delaware corporation; and DOES 1 through
19 50, inclusive,

20 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 24 2023

BY 
JESSICA MORALES, DEPUTY

Case No. CIVDS2023369

Assigned for All Purposes to:
Hon. David Cohn
Dept. S-26

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL AND
JUDGMENT THEREON**

Date: February 23, 2023
Time: 10:00 a.m.
Dept.: S-26

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1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval
2 of Class Action Settlement and for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation and Settlement Agreement ("Settlement Agreement") attached as
7 Exhibit 1 to the Declaration of Zachary M. Crosner in support of Plaintiffs' unopposed Motion
8 for Preliminary Approval of Class Action Settlement, filed on or about July 19, 2022, is the
9 product of arms-length negotiations between the parties and the terms of the Settlement are fair,
10 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement
11 Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the
12 parties to the Settlement Agreement to perform forthwith their respective duties and obligations
13 thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its August
15 12, 2022 Order Granting Preliminary Approval, hereby is certified under California Code of
16 Civil Procedure Section 382 for purposes of settlement only. The Settlement Class consist of: the
17 Sick Pay Class consisting of all current and former non-exempt employees of FedEx Supply
18 Chain, Inc. ("FedEx") in the State of California who were paid sick pay in any workweek from
19 August 14, 2018 to May 9, 2022, in which they earned non-discretionary incentives, shift
20 differentials, or premium payments that increased their regular rate; Additional Hour Class
21 consisting of all current and former non-exempt employees of FedEx in the State of California
22 who were paid a meal or rest period premium for meal periods or rest periods in any workweek
23 from August 14, 2018, to May 9, 2022, in which they earned non-discretionary incentives, shift
24 differentials, or premium payments that increased their regular rate; and the Moreno Valley Class
25 consisting of all current and former non-exempt employees of FedEx who performed work at the
26 Moreno Valley warehouse at any time from July 1, 2019, to May 9, 2022.

27 4. The Court adjudges Plaintiffs and the Class Members to have released and forever
28 discharged the Released Parties (as defined in the Settlement Agreement), as follows:

1 **1. Sick Pay Class Member Release:** all claims or causes of action, known or
2 unknown, that each Participating Sick Pay Class Member had, now has, or may
3 hereafter claim to have during the Sick Pay Class Period against the Released
4 Parties that were or could have been asserted in the Action, based on the sick pay-
5 related facts and claims alleged in the Second Amended Complaint. This includes,
6 but is not limited to, claims resulting from alleged (1) unpaid sick pay (Cal. Lab.
7 Code §§ 201-204, 210, 233, 246 and relevant provisions of any applicable Wage
8 Order); (2) inaccurate itemized wage statements (Cal. Lab. Code § 226(a) and
9 relevant provisions of any applicable Wage Order); (3) claims brought under
10 Business & Professions Code section 17200, et seq., including, but not limited to,
11 claims for unfair, unlawful and harmful conduct to Sick Pay Class Members, the
12 general public, and Defendant's competitors, and claims of unlawfully gaining an
13 unfair advantage over other businesses arising out of the claims that were or that
14 could have been asserted in the Action based on the sick pay-related facts and
15 claims alleged; and (4) any claims for statutory penalties, interest, and attorneys'
16 fees and costs arising out of the claims that were or that could have been asserted
17 in the Action based on the sick pay-related facts and claims alleged.

18 **2. Additional Hour Class Member Release:** all claims or causes of action, known
19 or unknown, that each Participating Additional Hour Class Member had, now has,
20 or may hereafter claim to have during the Additional Hour Class Period against the
21 Released Parties that were or could have been asserted in the Action, based on the
22 additional hour-related facts and claims alleged in the Second Amended Complaint.
23 This includes, but is not limited to, claims resulting from (1) instances where meal
24 and rest period premiums were paid to Additional Hour Class Members, but were
25 not paid at the Additional Hour Class Members' "regular rate of compensation"
26 (Cal. Lab. Code §§ 226.7, 512, 201-204, 210 and relevant provisions of any
27 applicable Wage Order); (2) inaccurate itemized wage statements (Cal. Lab. Code
28 § 226(a) and relevant provisions of any applicable Wage Order); (3) claims brought
under Business & Professions Code section 17200, et seq., including, but not
limited to, claims for unfair, unlawful and harmful conduct to Additional Hour
Class Members, the general public, and Defendant's competitors, and claims of
unlawfully gaining an unfair advantage over other businesses arising out of the
claims that were or that could have been asserted in the Action based on the
additional hour-related facts and claims alleged; and (4) any claims for statutory
penalties, interest, and attorneys' fees and costs arising out of the claims that were
or that could have been asserted in the Action based on the additional hour-related
facts and claims alleged.

29 **3. Moreno Valley Class Member Release:** all claims or causes of action, known or
30 unknown, that each Participating Moreno Valley Class Member had, now has, or
31 may hereafter claim to have during the Moreno Valley Class Period against the
32 Released Parties that were or could have been asserted in the Action, based on the
33 facts alleged in the Second Amended Complaint. This includes, but is not limited
34 to: all of the following claims for relief: (1) failure to pay minimum, straight time,
35 overtime, or double time wages, and failure to pay other wages of any kind during
36 employment; (2) failure to pay sick time benefits; (3) failure to authorize and permit

1 rest periods or pay all rest period premium pay; (4) failure to provide meal periods
2 or pay all meal period premium pay; (5) failure to provide accurate and itemized
3 wage statements; (6) failure to pay final wages at separation; (7) failure to pay all
4 wages timely; (8) failure to reimburse or indemnify all necessary business
5 expenses; (9) failure to maintain records in violation of Labor Code section 1174;
6 (10) claims brought under Business & Professions Code section 17200, et seq.,
7 including, but not limited to all claims for unfair, unlawful and harmful conduct to
8 Moreno Valley Class Members, the general public, and Defendant's competitors,
9 and claims of unlawfully gaining an unfair advantage over other businesses; and
10 (11) any claims for statutory penalties, interest, and attorneys' fees and costs arising
11 out of the facts asserted in the Second Amended Complaint and the aforementioned
12 causes of action.

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14 5. The Court adjudges Plaintiffs and the Class Members to have released and forever
15 discharged the Released Parties (as defined in the Settlement Agreement), as follows:

- 16 1. **Sick Pay PAGA Member Release:** all claims seeking civil penalties under
17 California Labor Code sections 2698, et seq. during the Sick Pay PAGA Period that
18 each Sick Pay PAGA Member had, now has, or may hereafter claim to have against
19 the Released Parties that were or could have been asserted in the Action, based on
20 the facts and claims alleged in the Second Amended Complaint filed in the Action,
21 including, but not limited to claims for civil penalties for alleged violation of
22 California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 233, 245.5-
23 249, 1174, 1174.5, and 1198 (and any relevant provisions of applicable Wage
24 Orders).
- 25 2. **Additional Hour PAGA Member Release:** all claims seeking civil penalties
26 under California Labor Code sections 2698, et seq. during the Additional Hour
27 PAGA Period that each Additional Hour PAGA Member had, now has, or may
28 hereafter claim to have against the Released Parties that were or could have been
asserted in the Action, based on the facts and claims alleged in the Second Amended
Complaint filed in the Action, including, but not limited to, claims for civil
penalties for alleged violations of California Labor Code sections 201, 202, 203,
204, 210, 226, 226.3, 226.7, 512, 1174, 1174.5, and 1198 (and any relevant
provisions of applicable Wage Orders).
3. **Moreno Valley PAGA Member Release:** all claims seeking civil penalties
under California Labor Code sections 2698, et seq. during the Moreno Valley
PAGA Period that each Moreno Valley PAGA Member had, now has, or may
hereafter claim to have against the Released Parties that were or could have been
asserted in the Action, based on the facts and claims alleged in the Second Amended
Complaint filed in the Action, including, but not limited to claims for civil penalties
for alleged violations of California Labor Code sections 201, 202, 203, 204, 210,
216, 218, 218.5, 218.6, 226, 226.3, 226.7, 233, 245.5-249, 256, 510, 512, 558,

558.1, 1174, 1174.5, 1182.12, et seq., 1194, 1194.2, 1197, 1198 (and any relevant provisions of applicable Wage Orders), 1199, 2800, 2802, 2810.5.

6. The Court further adjudges Plaintiffs Matthew Correa, Alexander Hernandez, and John Martin Garcia only, in addition to the claims being released by all Class Members, to have released and forever discharged the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs had or may have against the Released Parties, including all claims related to Plaintiffs' employment with Defendant, as set forth in the Settlement Agreement.

7. The Settlement Administrator is ordered to distribute to the Class Members their respective individual Settlement Payments from the Net Settlement Amount as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

8. The hourly rates claimed by Class Counsel Crosner Legal, P.C., Diversity Law Group, P.C., and Polaris Law Group, are reasonable, appropriate, and consistent with the rates charged in the Greater Los Angeles Area for attorneys with similar qualifications, skill, and experience. The hours expended by Class Counsel on the litigation are reasonable. Further, the costs incurred by Class Counsel were reasonable and necessary for the successful prosecution of the case. Accordingly, the Court approves Class Counsel's request for an award of attorney's fees in the amount of \$466,666.67 and an award of costs and expenses in the amount of \$17,507.45. Such amounts shall be paid as provided in the Settlement Agreement, and split among Class Counsel per their private fee sharing agreement.

9. The request for service awards to Plaintiffs and Class Representatives Matthew Correa, Alexander Hernandez, and John Martin Garcia in the amount of \$10,000.00 each is reasonable given the risks Plaintiffs assumed and the amount of time Plaintiffs spent assisting with prosecuting the case. The requested amounts also is within the range of reasonableness for such awards approved in other cases. Accordingly, the Court approves the request for service payments to Matthew Correa, Alexander Hernandez, and John Martin Garcia in the amount of

1 \$10,000.00 each, and the Settlement Administrator is ordered to make such payment consistent
2 with the terms of the Settlement Agreement.

3 10. The Court finds and determines payment to the California Labor & Workforce
4 Development Agency of \$37,500.00 as its share of the settlement of civil penalties under the
5 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
6 and reasonable. The Court hereby finally approves said payment and orders the payment be
7 made per the terms of the Settlement Agreement.

8 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
9 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to
10 exceed \$15,000.00. As set forth in the Declaration of Taylor Mitzner, the Settlement
11 Administrator is owed \$14,950.00.00 for services rendered and to be rendered in administering
12 the settlement. The Court therefore orders that Phoenix Settlement Administrators be paid the
13 amount of \$14,950.00 from the Gross Settlement Amount consistent with the terms of the
14 Settlement Agreement.

15 12. A compliance hearing is set for February 23, 2024, at 9:00 a.m., in Department S-
16 26 of the San Bernardino County Superior Court. The parties are ordered to file a joint
17 compliance statement no later than five (5) court days before the compliance hearing.

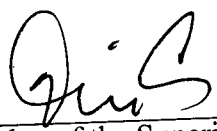
18 13. Under California Rule of Court 3.769(h), without affecting the finality of this
19 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
20 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
21 judgment contemplated becomes effective and each and every act agreed to be performed by the
22 parties has been performed under the terms of the Settlement Agreement; (2) any other action
23 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
24 enforcement, construction, and interpretation of the Settlement Agreement.

25 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
26 based are an admission or concession by any party of any fault, omission, liability or
27 wrongdoing. This Order and Judgment is not a finding of the validity or invalidity of any claims
28 in this action or a determination of any wrongdoing by any party. The final approval of the

1 parties' settlement will not constitute any opinion, position or determination of this Court as to
2 the merits of the claims or defenses of any party.

3 15. Judgment is hereby entered as follows: Plaintiffs Matthew Correa, Alexander
4 Hernandez, and John Martin Garcia and the Class Members, consisting of the Sick Pay Class
5 consisting of all current and former non-exempt employees of FedEx in the State of California
6 who were paid sick pay in any workweek from August 14, 2018 to May 9, 2022, in which they
7 earned non-discretionary incentives, shift differentials, or premium payments that increased their
8 regular rate; Additional Hour Class consisting of all current and former non-exempt employees
9 of FedEx in the State of California who were paid a meal or rest period premium for meal
10 periods or rest periods in any workweek from August 14, 2018, to May 9, 2022, in which they
11 earned non-discretionary incentives, shift differentials, or premium payments that increased their
12 regular rate; and the Moreno Valley Class consisting of all current and former non-exempt
13 employees of FedEx who performed work at the Moreno Valley warehouse at any time from
14 July 1, 2019, to May 9, 2022, who have not otherwise opted out, shall take nothing from
15 Defendant, except as set forth in the Settlement Agreement. The Court shall retain jurisdiction
16 over the parties to interpret, implement and enforce this Judgment.

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19 Dated: 2/24/22



Judge of the Superior Court