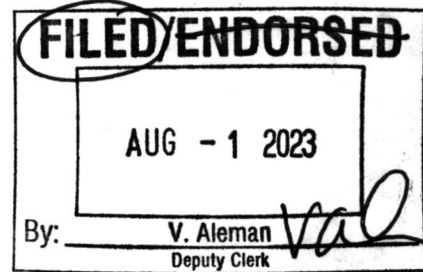


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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**

14 **DON ASIATICO and GEORGE LUIS,**
15 Individually and on behalf of all others
16 similarly situated

17 Plaintiffs,

18 vs.

19 **WESTERN MESSENGER SERVICES,**
20 **INC., a California Corporation,**

21 Defendant.

CASE NO: 34-2021-00307297-CU-OE-GDS

~~PROPOSED~~ AMENDED FINAL
JUDGMENT

Date: August 3, 2023
Time: 1:30 p.m.
Dept.: 37

FILED BY FAX



SMRH:4891-5737-5601.1

1 On May 6, 2022, the Court entered an Order Granting Final Approval of Class Action Settlement
2 (the "Final Approval Order") between Plaintiffs Don Asiatico and George Luis ("Plaintiffs") and
3 Defendant Western Messenger Services, Inc. ("Defendant"). In connection with the Compliance Hearing
4 set for August 3, 2023, this Amended Final Judgment is filed.

5 As set forth in the Court's Final Approval Order, all participating Class Members are hereby bound
6 by the Final Approval Order and the terms of the Parties' Joint Stipulation and Settlement Agreement of
7 Class Action and PAGA Claims (the "Settlement Agreement").

8 **THE COURT HEREBY ENTERS FINAL JUDGMENT AS FOLLOWS:**

9
10 1. The Settlement Class is defined as: *all current and former California residents who are or*
11 *were employed by Defendant as drivers, messengers, couriers, or in a similar position, and who worked at*
12 *least one shift in California from April 2, 2017, through August 31, 2021 (the "Class Period").*

13 2. Defendant fully funded the total settlement amount in accordance with the terms of the
14 Settlement Agreement and the allocations set forth in the Final Approval Order.

15 3. The Court further approves American Red Cross as the *cypres* beneficiary for any uncashed
16 checks under CCP section 384. The Settlement Administrator reports that there were uncashed and expiring
17 checks totaling \$11,653.42.

18
19 4. Consistent with the Settlement Agreement, as of the date of execution of the Settlement
20 Agreement, Plaintiffs and all other Class Members who have not submitted a valid and timely request for
21 exclusion, each fully released and discharged Defendant and all of its parents, subsidiaries, and affiliates,
22 and each of their respective officers, directors, shareholders, members, employees, attorneys, insurers,
23 representatives, agents, predecessors, successors, and assigns (the "Released Parties") from those claims
24 alleged in Plaintiffs' LWDA letters and in their Complaint, and that arose during the Class Period, including
25 claims under Labor Code sections 201, 202, 203, 204, 210, 226(a), (e), and (h), 226.3, 226.7, 246, 510,
26 512, 1194, 1194.2, 1197, 1198, and 2802, as well as IWC Wage Order No. 4 and IWC Wage Order No.
27 9 sections 3, 7, 11, and 12, and section 17200 et. seq. of the California Business and Professions Code,
28

1 based on the foregoing.

2 5. Consistent with the Settlement Agreement, upon the date Defendant funds the first portion
3 of the Gross Settlement Amount, Plaintiffs and the PAGA Employees hereby do and shall be deemed to
4 have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of
5 the Released Parties of and from any and all civil penalty claims predicated on the claims alleged in the
6 Complaint under PAGA.

7 6. The Court retains continuing jurisdiction over the Action and the Settlement, including
8 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) implementing the
9 terms of the settlement, such as requiring the filing of a final report on distributions made to the Class
10 Members, (b) enforcing the Settlement Agreement, (c) addressing settlement administration matters, and
11 (d) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

12 7. This Amended Final Judgment is intended to be a final disposition of the above captioned
13 action in its entirety and is intended to be immediately appealable. This Amended Judgment resolves and
14 extinguishes all claims released by the Settlement Agreement, against Defendant.
15

16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**
17

18
19 DATED: 8.1.23



20 
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

21 LAURI A. DAMRELL
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