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14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16
17 **FOR THE COUNTY OF ALAMEDA**

18 ORLANDO CAMP, on behalf of himself and all
19 others similarly situated,

20 Plaintiff,

21 v.

22 MATSON LOGISTICS WAREHOUSING,
23 INC., a Hawaii corporation; and DOES 1
24 through 100, inclusive,

25 Defendants.

CASE NO.: RG21088637

Assigned to the Hon. Jenna Whitman

CLASS ACTION

26 **AMENDED [~~PROPOSED~~] ORDER**
27 **GRANTING FINAL APPROVAL OF**
28 **CLASS ACTION SETTLEMENT;**
AND ENTRY OF FINAL JUDGMENT
THEREON

HEARING INFO

Date: December 8, 2022

Time: 3:00 p.m.

Dept.: 24

AMENDED [~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT THEREON

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Second Amended Joint Stipulation of Class Action and PAGA Settlement Agreement
3 and Release (the "Settlement Agreement" and/or the "Settlement") came on for hearing on
4 December 8, 2022, in Department 24 of the above-entitled court. The Final Approval Motion
5 was unopposed by Defendant Matson Logistics Warehousing, Inc. ("Defendant").

6 Having considered the Final Approval Motion, the Settlement Agreement, any
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered into by all parties in good faith, and the Settlement Agreement is
10 approved. Due and adequate notice having been given to the Settlement Class, and the Court
11 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
12 oral and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

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

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representative, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Class Notice, as provided for in the
20 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Class Members and fully met the requirements of
22 California law and due process under the California and United States Constitutions. Based on
23 evidence and other materials submitted, the actual notice to the Settlement Class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
26 of the Settlement Class Members included: (1) failure pay minimum and overtime wages, (2)
27 failure to provide meal breaks and/or pay missed meal period premiums, (3) failure to provide
28 rest breaks and/or pay missed rest period premiums, (4) failure to furnish accurate itemized wage

1 statements, (5) failure to timely pay all wages earned and unpaid at separation of employment,
2 (6) unfair competition, and (7) PAGA penalties based on the foregoing Labor Code violations
3 pled in the operative Complaint or that could have been pled.

4 5. No class members timely and validly opted-out of this Settlement.

5 6. All Class Members are entitled to payment pursuant to the Settlement and this
6 Judgment.

7 7. The Court approves the Settlement, as set forth in the Settlement Agreement and
8 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties
9 and the State of California. The Settling Parties are directed to perform in accordance with the
10 terms set forth in the Settlement Agreement.

11 8. The Settling Parties are to bear their own costs, except as otherwise provided in
12 the Settlement Agreement. *and this order. (See ¶ 16, infra.)* 

13 9. For purposes of effectuating this Order and Judgment (including the Released
14 Class Claims of Settlement Class Members), this Court has certified the following class: "All
15 current and former individuals who are or previously were employed by Defendant in California
16 who were classified as non-exempt employees under California law at any time from February 9,
17 2017 to April 2, 2022. The Court deems this definition sufficient for purposes of California Rules
18 of Court, rule 3.765(a). Class Members who opted-out are excluded from the terms and
19 obligations of this Order and Judgment, except as to the release of the Released PAGA Claims.
20 Class Members who opted-out are still bound by the settlement and release of the Released PAGA
21 Claims.

22 10. With respect to the Settlement Class Members and for purposes of approving this
23 Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
24 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
25 there are questions of law or fact common to the Settlement Class Members, and there is a well-
26 defined community of interest among the Settlement Class Members with respect to the subject
27 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
28 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the

1 interests of the Settlement Class Members; (e) a class action is superior to other available methods
2 for an efficient adjudication of this controversy; and (f) the counsels of record for the Class
3 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
4 individual and representative capacity and for the Settlement Class Members.

5 11. By this Judgment, each of the Settlement Class Members shall be deemed to have,
6 and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
7 discharged all Released Class Claims, as defined in the Settlement Agreement.

8 12. By this Judgment, the Class Representative shall release, relinquish, and
9 discharge, and by operation of the Judgment shall have, fully, finally, and forever released,
10 relinquished, and discharged all of the Released Class Claims, Class Representative's Claims,
11 and other released claims as fully set forth in the Settlement Agreement.

12 13. By this Judgment, Plaintiff, the State of California, and each Aggrieved
13 Employees shall release, relinquish, and discharge, and by operation of the Judgment shall have,
14 fully, finally, and forever released, relinquished, and discharged all Released PAGA Claims as
15 set forth in the Settlement Agreement

16 14. The Settlement Agreement and this Judgment are binding on, and have res judicata
17 and preclusive effect in, all pending and future lawsuits or other proceedings: (i) that encompass
18 the Released Class Claims and Class Representative's Claims that are maintained by or on behalf
19 of the named Plaintiff and/or her spouse, heirs, assigns, successors, beneficiaries, devisees,
20 legatees, executors, administrators, trustees, conservators, guardians, personal representatives,
21 and assigns, (ii) that encompass the Released Claims and that are maintained by or on behalf of
22 any Class Member and/or his or her spouse, heirs, assigns, successors, beneficiaries, devisees,
23 legatees, executors, administrators, trustees, conservators, guardians, personal representatives,
24 and assigns, regardless of whether the Class Member previously initiated or subsequently initiates
25 individual litigation or other proceedings encompassed by the Released Claims, and even if such
26 Class Member never received actual notice of the Action or this proposed Settlement, and (iii)
27 that encompass the Released PAGA Claims and that are maintained by or on behalf of the State
28 of California, any person acting on its behalf or as its representative, and/or any Aggrieved

1 Employee and/or his or her spouse, heirs, assigns, successors, beneficiaries, devisees, legatees,
2 executors, administrators, trustees, conservators, guardians, personal representatives, and assigns,
3 regardless of whether the Aggrieved Employee previously initiated or subsequently initiates
4 individual litigation or other proceedings encompassed by the Released PAGA Claims, and even
5 if such Aggrieved Employee never received actual notice of the Action or this proposed
6 Settlement.

7 15. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
8 any act performed or document executed pursuant to or in furtherance of the Settlement
9 Agreement or the Settlement: (i) is or may be deemed to be or may be used by the Class
10 Representative or Settlement Class Members as an admission of, or evidence of, the validity of
11 any of the Settlement Class Members' Released Class Claims, or of any wrongdoing or liability
12 of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be
13 used by the Class Representative or Settlement Class Members as an admission of, or evidence
14 of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal,
15 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
16 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
17 this Action in any other action that may be brought against it or them in order to support a defense
18 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
19 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
20 similar defense or counterclaim.

21 16. The "Settlement Amount" to be paid under the Settlement Agreement is \$375,000.
22 From this amount, Class Counsel Attorneys' Fees of \$ 94,000⁰⁰, and Costs in the
23 amount of \$10,254.40, a Class Representative Service Payment for the Class Representative
24 Orlando Camp of \$7,500, Settlement Administrator, Simpluris, costs of \$8,858, and \$11,250 to
25 the LWDA for PAGA Penalties. The Court finds that the Settlement Amount is fair, reasonable
26 and adequate, and awards the payments set forth above from the Settlement Amount. After
27 deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net
28 Settlement Amount payable to the Participating Class Members as set forth in the Settlement

1 Agreement and as calculated by the Settlement Administrator.

2 17. The Court orders that 10% of the awarded Attorneys' Fees be kept in the
3 Settlement Administrator's trust fund until the completion of the distribution process and Court
4 approval of a final accounting.

5 18. The Settlement Administrator is directed to calculate the Settlement Class
6 Member's Individual Settlement Amounts from the Net Settlement Amount and issue all
7 payments in accordance with the Settlement Agreement, and in the time frames set forth in the
8 Settlement Agreement.

9 19. Settlement Class Members shall have 180 days to negotiate the Settlement check
10 from the date of issuance by the Settlement Administrator. If one or more Class Members fail to
11 cash the check for their Individual Settlement Amount within 180 days, and if the aggregate funds
12 represented by the uncashed checks total \$15,000 or more, they will be distributed to each
13 remaining Class Member who is participating in the Settlement and who cashed or deposited their
14 check for their Individual Settlement Amount in the same method as used in calculating their
15 respective initial Individual Settlement Amount. If the aggregate funds represented by the
16 uncashed checks total less than \$15,000, they will be provided to Bet Tzedek Legal Services, the
17 designated *cy pres* recipient.

18 20. This document shall constitute a Judgment for purposes of California Rule of
19 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
20 Class Representative, the Settlement Class Members, and Defendant for the purposes of
21 supervising the implementation, enforcement, construction, administration, and interpretation of
22 the Settlement Agreement and this Judgment.

23 21. Pursuant to Code Civ. Proc. §384, no later than October 18, 2023, Plaintiff shall
24 submit a report to the court specifying the total amount paid to class members, and the residual
25 of unclaimed funds that will be paid to the entity identified as recipients of such funds in the
26 proposed settlement, along with a proposed amended judgment. No later than five (5) days after
27 receipt of notice of the entry of the amended judgment, the parties shall submit the amended
28 judgment to the Judicial Council, pursuant to Code Civ. Proc. § 384.5, and shall file a proof of

1 service with this court confirming this.

2 22. A final accounting a hearing regarding the distribution of the funds shall be held
3 on October 25, 2023, at 3:00 p.m. in Department 24 of the above-entitled Court.

4 **IT IS SO ORDERED.**

5
6 Dated:

12/16/2022


HON. JENNA WHITMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 12/28/2022
PLAINTIFF/PETITIONER: Orlando Camp	Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampousah</u> Deputy
DEFENDANT/RESPONDENT: Matson Logistics Warehousing, INC.	A. Ampousah
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21088637

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Amended Order Granting Final Approval of Class Action Settlement; and Entry of Final Judgment Thereon entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Mehrdad Bokhour
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mehrdad@bokhourlaw.com

Sarah Elana Ross
Littler Mendelson
sross@littler.com

Dated: 12/28/2022

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampousah

A. Ampousah, Deputy Clerk