

FALAKASSA LAW, P.C.

Joshua S. Falakassa (Cal Bar No. 295045)

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (Cal Bar No. 285256)

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

SERGIO ENRIQUEZ JR., on behalf of himself
and all others similarly situated;

Plaintiff,

v.

SHIPBOB, INC., a Delaware Corporation; and
DOES 1 through 50, inclusive;

Defendants.

CASE NO.: CVRI2101452

Assigned to the Hon. Harold W. Hopp

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT
THEREON**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 01 2023

E. Escobedo

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Amended Class Action and PAGA Settlement Agreement (“Settlement
3 Agreement”) came for a hearing on December 16, 2022, in Department 10 of the above-entitled
4 court. The Settlement Agreement is titled “Amended Class Action and PAGA Settlement
5 Agreement and Release of Claims” and was included as Exhibit “A” to the Declaration of
6 Mehrdad Bokhour in Support of Plaintiff’s Motion for Final Approval of Class Action
7 Settlement filed on March 29, 2023, which is available at the Court’s website at: [https://epublic-
8 access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2101452](https://epublic-access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2101452). A
9 copy of the Settlement Agreement is also on file with the Court and available to Class Members
10 who request it by contacting the Settlement Administrator, ILYM Group, Inc. (P.O. Box 2031,
11 Tustin, CA 92781, Telephone: (888) 250-6810).^[1] The Final Approval Motion was unopposed
12 by Defendant ShipBob, Inc. (“Defendant”).

13 Having considered the Final Approval Motion, the Settlement Agreement, the
14 Declarations, and all other materials properly before the Court and having conducted an inquiry
15 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
16 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
17 Due and adequate notice having been given to the Class, and the Court having considered the
18 Settlement Agreement, all papers filed, and proceedings had herein and all oral and written
19 comments received regarding the proposed settlement, and having reviewed the record in this
20 Action, and good cause appearing,

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

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

24 2. The Court has jurisdiction over the subject matter over this Action, the Class
25 Representative, the Class Members, the PAGA Employees and claim, and Defendant.

26 3. The Court finds that the distribution of the Class Notice, as provided for in the
27 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
28 under the circumstances to all Class Members and fully met the requirements of California law

1 and due process under the California and United States Constitution. Based on evidence and
2 other material submitted, the actual notice to the class was adequate.

3 4. The Court finds that the instant Action presented a good faith dispute of the
4 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
5 behalf of the Class Members, which Defendant disputed, included claims for failure to pay all
6 minimum, regular, and overtime wages, failure to provide meal periods or premium payments in
7 lieu thereof, failure to provide rest periods or premium payments in lieu thereof, failure to
8 provide accurate itemized wage statements (based on both direct and derivative theories of
9 liability), failure to timely pay all wages due at separation, violation of California Business &
10 Professions Code, sections 17200 *et seq.*, PAGA penalties and any and all related penalties that
11 arose during the Class Period. Plaintiff also alleged PAGA claims based on these underlying
12 alleged claims, as further specified in Plaintiff's Complaint, Amended Complaint and the March
13 16, 2021 Labor and Workforce Development ("LWDA") notice letter.

14 5. No Class Member objected to the Settlement and no Class Members requested
15 exclusion from the Settlement, and all Participating Class Members are entitled to payment
16 pursuant to the Settlement and this Judgment.

17 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
18 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
19 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
20 Settlement Agreement.

21 7. The Settling Parties are to bear their own fees and costs, except as otherwise
22 provided in the Settlement Agreement.

23 8. For purposes of effectuating this Order and Judgment, this Court has certified the
24 following class: "All current and former non-exempt employees employed by Defendant at any
25 time during the period of March 17, 2017 through July 29, 2022." The Court deems this
26 definition sufficient for purposes of California Rules of Court, rule 3.765(a).

27 9. With respect to the Settlement Class and for purposes of approving this
28 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable

1 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
2 fact common to the Class Members, and there is a well-defined community of interest among
3 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
4 Representative are typical of the claims of the Class Members; (d) the Class Representative has
5 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
6 to other available methods for an efficient adjudication of this controversy; and (f) the counsel
7 of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
8 the Plaintiff in his individual and representative capacity and for the Settlement Class.

9 10. By this Judgment, the Class Representative shall release, relinquish, and
10 discharge, and each of the Participating Class Members shall be deemed to have, and by
11 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
12 discharged all Released Claims against the Released Parties, as defined and specified in the
13 Settlement Agreement.

14 11. By this Judgement, Plaintiff and the State of California (acting through Plaintiff
15 as its deputized representative), and each PAGA Employee, will forever completely release and
16 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the
17 Settlement Agreement.

18 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
19 any document referred to herein, nor any action taken to carry out the Settlement Agreement as
20 an admission by or against Defendant or any of the other Released Parties of any fault,
21 wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity
22 of any claims in the Action or of any wrongdoing by Defendant or any of the other Released
23 Parties.

24 13 The Court finds that the Settlement Amount of \$925,000 is fair, reasonable and
25 adequate, and awards the payments set forth below from the Settlement Amount:

26 A) \$308,333.333 to Class Counsel for attorneys' fees in light of the benefit obtained
27 on behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour
28 Law Group, P.C.;

1 B) \$11,724.05 to Class Counsel for costs/expenses, which shall be awarded to
2 Bokhour Law Group, P.C.;

3 C) \$12,000 to Class Representative Sergio Enriquez Jr. as a Service Award;

4 D) \$12,000 to the Settlement Administrator, ILYM Group, Inc.;

5 E) A PAGA Award of \$25,000, consisting of \$18,750 to the LWDA and \$6,250 to
6 PAGA Employees; and

7 F) After deducting the foregoing payments from the Settlement Amount, the
8 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
9 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

10 14. With the sole exception of employer-side taxes due on individual settlement
11 payments to Participating Class Members (which Defendant will pay in addition to the Gross
12 Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will
13 pay for any reason in connection with the Settlement Agreement or this Order.

14 15. The Settlement Administrator is directed to calculate the Participating Class
15 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
16 payments within in accordance with the Settlement Agreement and the timeline set forth below:

17 60 days after this Order is entered	The Effective Date occurs.
18 Within 14 days of the Effective Date	Defendant shall issue the payment to the 19 Settlement Administrator.
20 Within 7 days after receipt of Payment	Settlement Administrator to issue all 21 Individual Settlement Payments to the 22 Participating Class Members, payment to 23 Class Counsel for the Attorneys' Fees and 24 Costs Award, the Service Payment to the Class Representative, and the payment to the LWDA for PAGA penalties.
25 180 days after payment is issued	Deadline for Class Members to cash checks.
26 TBD 27 At least five court days before 28 January 31, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to

1		the State Controller.
2	FDD January 31, 2024	Non-appearance hearing re: status of
3		disbursement, filing of Declaration from
4		Administrator.

5 15. Concurrently with mailing the settlement checks to the Class Members, the
6 Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members
7 either on a postcard or as a detachable portion of the check for the Participating Class Members,
8 noting the following: “Please be advised that on [insert date], 2023, the Superior Court of
9 California for the County of Riverside entered Judgment in the case entitled *Enriquez Jr. v.*
10 *ShipBob, Inc.*, Case No. CVRI2101452, on behalf of all current and former non-exempt
11 employees employed by Defendant at any time during the period of March 17, 2017 through
12 July 29, 2022, pursuant to an approved settlement of disputed claims.” In addition, the
13 Settlement Administrator shall ensure the envelope transmitting the settlement distribution
14 checks to Class Members bears the notation, “YOUR CLASS ACTION SETTLEMENT
15 CHECK IS ENCLOSED” and mail a reminder postcard to any Class Member whose settlement
16 distribution check has not been negotiated within 60 days after the date of mailing.
17 Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the
18 distribution mailed to those employees is returned to the Settlement Administrator as being
19 undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address,
20 the Settlement Administrator shall arrange with Defendant to have those distributions delivered
21 to the employees at their place of employment.

22 16. The Class Members shall have 180 days to negotiate the settlement check from
23 the date of issuance by the Settlement Administrator. In the event that a Class Member does not
24 negotiate his/her check within this time period, the check will be canceled. The value of the
25 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
26 a settlement check shall be issued to the State Controller’s Office for the State of California in
27 the name of the Class Member.
28

1 17. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.
6

7 **IT IS SO ORDERED.**

8 05/01/2023
9 Dated: _____



HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT