

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 09 2024

J. Cordero *J.C.*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

STEPHAN NAVARRETE, individually
and on behalf of all other Aggrieved
Employees;

Plaintiff,

vs.

SUNLINE TRANSIT AGENCY, a
California Agency, and DOES 1 through
50, inclusive,

Defendants,

STEPHAN NAVARRETE, MARCUS
STALEY, LUIS MARTINEZ, DAWN
JONES, on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

SUNLINE TRANSIT AGENCY, a
California Agency, and DOES 1 through 50,
inclusive

Defendants.

Case No. CVRI2103875 [*lead case*]

Consolidated Case No. CVRI2104825

[Assigned for all purposes to Dept. 1]

CLASS ACTION

**AMENDED [~~PROPOSED~~] ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, REPRESENTATIVE
ENHANCEMENTS AND REQUEST FOR
ATTORNEYS' FEES AND COSTS**

Date: July 15, 2024

Time: 8:30 a.m.

Dept.: 1

Action Filed: August 20, 2021

Trial Date: None Yet Set

ORDER AND JUDGMENT

The motion of Plaintiffs Stephan Navarrete, Marcus Staley, Luis Martinez, and Dawn Jones ("Plaintiffs" or "Class Representative") for an order granting final approval of class action settlement came on for hearing in Department 1 of this Court on July 15, 2024 at 8:30 a.m. This is a wage and hour class and Private Attorneys General Act ("PAGA") representative action brought against Defendant Sunline Transit Agency ("Defendant").

As set forth in the Court's January 18, 2024 Order attached hereto as **Exhibit 1** to this Judgment and Order, the Court, having read the papers filed with regard to Plaintiff's motion for final approval of class action settlement and hearing argument regarding that motion, hereby **FINDS, ORDERS and ADJUDGES:**

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the class members, representative action members, and Labor and Workforce Development Agency ("LWDA").

2. The Court certifies the class for purposes of settlement. The Class as to whom this judgment applies is defined as follows: "Class" means all current and former non-exempt employees who are or were employed by Defendants Sunline Transit Agency in California at any time during the Settlement Class Period. The Settlement Class Period means, and refers to, the time from October 19, 2018, through the date of the Preliminary Approval Order, which was January 18, 2024.

3. Aggrieved Employee under PAGA to whom this judgment applies are defined as follows: "PAGA Group Members" means all Class Members employed by Defendants at any time from October 19, 2018, through the date of the Preliminary Approval Order, which was January 18, 2024.

4. The Court finds that the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), attached as Exhibit 1 to the Declaration of Haig Kazandjian in Support of Plaintiffs' Motion for Preliminary Approval, was entered into in good faith, is a product of arm's-length negotiations between the parties and that the terms of the settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds

1 the settlement satisfies the standards and applicable requirements for final approval of this class
2 action settlement under California law, including the provisions of California Code of Civil
3 Procedure section 382 and California Rules of Court, rule 3.769.

4 5. The Settlement Agreement is therefore finally approved. The Settlement
5 Agreement is incorporated herein.

6 a. The Gross Settlement Amount ("GSA") is \$604,733.74.00.

7 b. The Net Settlement Fund ("Net"), is \$304,796.34, exclusive of the
8 aggrieved employees PAGA portion of the settlement (\$12,500.00; 25% of the \$50,000.00
9 PAGA Payment) (GSA minus the following):

10 i. Class Counsel, Haig B. Kazandjian Lawyers, APC, is awarded attorneys'
11 fees in the amount of \$201,577.76 and costs in the amount of \$13,359.64.

12 ii. Class representative Stephen Navarrete is granted an incentive award of
13 \$5,000.00.

14 iii. Class representatives Marcus Staley, Luis Martinez, and Dawn Jones are
15 granted incentive awards of \$3,500 each;

16 iv. The settlement administrator, Simpluris, is granted payment in the amount
17 of \$12,500.00 for its fees and services.

18 v. The Court approves payment of \$37,500.00 (75% of \$50,000.00 PAGA
19 Payment) payable to the LWDA.

20 vi. The Court approves payment of \$12,500.00 (25% of \$50,000.00 PAGA
21 aggrieved employees Payment) payable to the Aggrieved Employees.

22 c. In addition to the GSA, Defendant will be separately responsible for any
23 employer payroll taxes required by law.

24 6. The Court orders the Parties to the Settlement Agreement to perform forthwith
25 each of their obligations as set forth according to its terms.

26 7. Funding of GSA: Within 15 calendar days after the Court sign this Judgment,
27 Defendants shall provide the Settlement Administrator with sufficient funds to make all
28 payments required under this Settlement.

8. Distribution of GSA: Within fifteen (15) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator shall make the following payments as approved by the Court: (1) Individual Settlement Payments to Participating Class Members; (2) the Class Representative Payments; (3) the Attorneys' Fees. Payment; (4) Payment of the Litigation Costs and Expenses; (5) the PAGA Payment to the LWDA; (6) the PAGA payment to the Aggrieved Employees; and (7) payment to the Settlement Administrator for its administration duties performed to date and to be performed to conclude its obligations pursuant to the Settlement Agreement.

9. Individual Class Payment Calculation: Per the Settlement Agreement, the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks of all Class Members during the Class Period, and then allocated on a pro rata basis. Each individual Class Member's Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. A similar calculation will be used for determining Qualifying Workweeks during the PAGA Period, and then applying those workweeks to determine each Class Member's Individual PAGA Payment.).

10. Class Member Settlement Checks: The envelope transmitting a settlement distribution to class members shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Settlement Administrator shall mail a reminder postcard to any class member whose settlement check has not been negotiated within 60 days after the date of mailing. As to any class members who are current employees of Defendant, if their payment check is returned to the Settlement Administrator as undeliverable, and if the Settlement Administrator is unable to locate a valid mailing address, Defendant shall arrange to deliver the settlement checks to the individuals at the workplace. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the

1 State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
2 are designated within 30 days of the date the check cashing period expires.

3 11. Class Counsel and the Claims Administrator have used their best efforts to locate
4 class members and to provide them with notice that fully and accurately informed class members
5 of all material elements of the proposed settlement. The Court finds that the notice program
6 implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii)
7 was reasonably calculated, under the circumstances, to apprise members of the class of the
8 pendency of the case, their right to object or exclude themselves from the proposed settlement,
9 and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due,
10 adequate, and sufficient notice to all members of the class, and (iv) met all applicable
11 requirements of due process under California law.

12 12. No objections to the settlement were received. One member of the class,
13 identified as Jill Plaza in the Request for Exclusion from the Settlement attached as Exhibit B to
14 the Declaration of the Settlement Administrator in Support of the Motion for Final Approval,
15 opted out of the settlement. No disputes regarding workweeks have been received.

16 13. Accordingly, upon the Date that the Defendant funds the Gross Settlement
17 Amount, the Court adjudges that Plaintiffs and the members of the class as defined above at
18 paragraph 2, who have not otherwise opted out are conclusively deemed to have released and
19 discharged Defendants and the released parties from any and all settled claims which are defined
20 as follows: Release by Participating Class Members. Upon the date Defendant fully funds the
21 Gross Settlement pursuant to this Agreement, all Participating Class Members, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, release Released Parties from (i) all claims that were
24 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
25 Operative Complaint including: Failure to Pay Regular and Minimum Wages in Violation of
26 Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Wage Order 9-2001, § 4 Failure to Pay
27 Regular and Minimum Wages in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and
28 IWC Wage Order 9-2001, § 4, claims for attorneys' fees and costs, and/or California Code of

Civil Procedure section 1021 and any other claims which reasonably could have been alleged based on the Class Period facts in the Operative Complaint for the time period of October 19, 2018 through January 18, 2024.

14. The Court further adjudges that Plaintiff and the PAGA Aggrieved Employees, as defined in the agreement, have released and discharged Defendants and the released parties from any and all settled claims which are defined as follows: Released Claims by PAGA Group Members. Upon the date Defendant fully funds the Gross Settlement pursuant to this Agreement, Plaintiffs and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that could have been sought by the Labor Commissioner for the violations identified in the pre-filing letter to the LWDA and the Operative Complaint including California Labor Code sections 1194, 1194.2, 1191 and 1197.1, and derivative claims which reasonably could have been alleged based on the PAGA Period facts in the Operative Complaint for the time period April 29, 2020 through the date the Court grants preliminary approval of this Settlement Agreement. Plaintiffs do not release any aggrieved employees' claims for wages or damages.

15. The Parties are ordered to give notice of this Judgment and Order to all class members and aggrieved employees in accordance with California Rule of Court, rule 3.771(b) by posting a copy of this Judgment and Order on the Settlement Administrators website. The Order shall be accompanied by text stating words to the effect of, "The Court has granted Final Approval to the Settlement as described more fully in the attached Judgment and Order Approving Final Approval of Class Settlement."

16. The Court hereby orders class counsel to submit this Judgment and Order granting Final Approval to the LWDA in accordance with Labor Code section 2699, subdivision (l)(3).

17. The Court hereby orders Class Counsel to file a final Report re: Distribution of the Settlement Funds to the Court by December 30, 2024. The Court sets a non-appearance case management review for January 3, 2025 at 8:30 a.m. in Department 1 at Riverside Courthouse.

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801 N. Brand Blvd., Suite 970
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1 18. Without affecting the finality of this Judgment in any way, the Court retains
2 jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and
3 enforcement of the Settlement Agreement pursuant to further orders of the Superior Court until
4 each and every act agreed to be performed by the Parties hereto shall have been performed
5 pursuant to the Settlement Agreement; (2) any other action necessary to conclude this settlement
6 and to implement the Settlement Agreement; and (3) the enforcement, construction, and
7 interpretation of the Settlement Agreement.

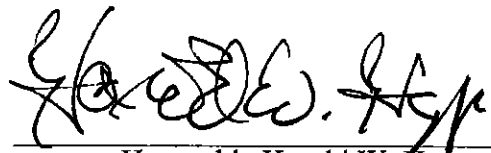
8 19. Neither this Judgment and Order nor the Settlement Agreement on which it is
9 based are an admission or concession by any party of any fault, omission, liability or
10 wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this
11 action or a determination of any wrongdoing by any party. The final approval of the Parties'
12 settlement will not constitute any opinion, position, or determination of this Court, one way or
13 the other, as to the merits of the claims or defenses of any party.

14 20. This Judgment and Order is intended to be a final disposition of the above-
15 captioned action in its entirety, and it is intended to be immediately appealable.

17 IT IS SO ORDERED.

18 Dated:

August 29, 2024



Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT 1

HAIG B. KAZANDJIAN LAWYERS, APC

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Attorneys for Plaintiff Plaintiffs STEPHAN NAVARRETE,
LUIS MARTINEZ, MARCUS STALEY and DAWN JONES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

STEPHAN NAVARRETE, individually
and on behalf of all other Aggrieved
Employees;

Plaintiff,

vs.

SUNLINE TRANSIT AGENCY, a
California Agency, and DOES 1 through
50, inclusive,

Defendants,

STEPHAN NAVARRETE, MARCUS
STALEY, LUIS MARTINEZ, DAWN
JONES, on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

SUNLINE TRANSIT AGENCY, a
California Agency, and DOES 1 through 50,
inclusive

Defendants.

CVRI2103875 [lead case]

Consolidated Case No. ~~CVRI2104825~~

[Assigned for all purposes to Dept. 1]

CLASS ACTION

**SECOND AMENDED [PROPOSED]
ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND APPROVAL
OF PAGA SETTLEMENT**

*[Filed concurrently with Supplemental
Declaration Of Haig B Kazandjian In Support
Of Motion For Preliminary Approval Of Class
Action & Declaration of Defense Counsel and
of Luis Garcia In Support of Plaintiffs' Motion
For Preliminary Approval.]*

Date: January 16, 2024

Time: 8:30 a.m.

Dept.: 1

Action Filed: August 20, 2021

Trial Date: None Yet Set

The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement and for Approval of PAGA Settlement, and having heard argument regarding the Motion on January 16, 2024, hereby finds and ORDERS as follows:

1. The Class Notice, Objection Form and Exclusion Forms are attached hereto as **Exhibit A** and incorporated by reference;
2. The Class Action Settlement Agreement filed as Exhibit 2 to the Supplemental Declaration of Haig B. Kazandjian, is within the range of possible recovery and, subject to further consideration at the Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and in the best interest of the absent class members;
3. For purposes of settlement only, the Court provisionally and conditionally certifies the following class: All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period, October 19, 2018, through the date of preliminary approval;
4. For purposes of settlement only, as set forth by Labor Code section 2699(1)(2), the Court approves the PAGA Penalties in the amount of \$50,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) defined as all current and former non-exempt employees who were employed by Defendant in the State of California at any time during the "PAGA Period," and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims for the PAGA Period of April 29, 2020, through the date of this Order. The Court finds that the LWDA has notice of the terms of the settlement as Plaintiffs submitted a copy of the Settlement Agreement to the LWDA on August 4, 2023, and on January 8, 2024.
5. The Court finds the Settlement Class, consisting of approximately 521 members, is so numerous that joinder of all members is impracticable, and that the Settlement Class is ascertainable by reference to the business records of defendant

Sunline Transit Agency.

6. The Court finds further there are questions of law and fact common to the entire Settlement Class, which common questions predominate over any individualized questions of law or fact. These common questions include, without limitation: whether Defendant paid Settlement Class Members for all time worked, including all off the clock work prior to and after actual time recorded, and off the clock work during meal and rest periods.
7. The Court finds further the claims of named Plaintiffs Stephan Navarrete, Marcus Staley, Luis Martinez, and Dawn Jones are typical of the claims of the Settlement Class, and that they will fairly and adequately protect the interests of the Settlement Class. Accordingly, the Court appoints Stephan Navarrete, Marcus Staley, Luis Martinez, and Dawn Jones as the Class Representatives, and appoints their counsel of record Haig B. Kazandjian, APC, as Class Counsel.
8. The Court finds further that certification of the Settlement Class is superior to other available means for the fair and efficient adjudication of the controversy.
9. The Court finds further that, in the present case, the proposed method of providing notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class Member's last known address, is reasonably calculated to notify the Settlement Class Members of the proposed Settlement and provides the best notice possible under the circumstances. The Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class Members of the terms of the Settlement and their rights thereunder, including the right to object to the Class Settlement and the procedure for doing so, their right to exclude themselves from the Class Settlement and the procedure for doing so, their right to obtain a portion of the Class Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of Class Action Settlement (Exhibit A attached hereto) and the procedure for providing Notice set forth in the Settlement Agreement, are approved by the

Court.

10. Under the terms of the Settlement Agreement, the Court approves the Parties' selection of Simpluris, Inc. as the Settlement Administrator. The Settlement Administrator is ordered to mail the Class Notice along with the Objection Form and Exclusion Form (collectively "Exhibit A" attached hereto) to the Settlement Class Members via First-Class U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this Order and the Settlement Agreement, and particularly with respect to providing the Settlement Administrator all information necessary to perform its duties under the Settlement Agreement.
11. Any member of the Settlement Class who wishes to be excluded, or object to the Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class Counsel or any proposed representative enhancement to the Class Representatives, shall have forty-five (45) days from the mailing of the Class Notice to request exclusion and/or to object, as set forth in the Class portion of the Settlement Agreement and Class Notice. The Settlement Administrator is ordered to give notice to any objecting party of any continuance of the hearing of the motion for final approval.
12. A Final Approval Hearing is hereby set for July 15, 2024, at 8:30 a.m.; ~~or for~~ _____, 2024 at _____ a.m./p.m., in Department 1 of the Riverside Superior Court, to consider any objections to the Class Settlement, determine if the proposed Class Settlement should be found fair, adequate and reasonable and given full and final approval by the Court, and to determine the amount of attorney's fees and costs awarded to Class Counsel, the amount of any representative enhancement award to the Class Representatives, and to approve the fees and costs payable to the Settlement Administrator. All legal memoranda, affidavits, declarations, or other evidence in support of the request for final

approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to continue the Final Approval Hearing without further notice to the Settlement Class Members.

13. Provided he or she has not submitted a timely and valid Request for Exclusion, any Settlement Class Member may appear, personally or through his or her own counsel, and be heard at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

14. The Court orders the following Schedule for further proceedings:

a.	Deadline for Defendant to submit Class List and Data Report to Settlement Administrator	[within 15 calendar days of preliminary approval order]
b.	Deadline for Settlement Administrator to Mail the Notice Packets to Class Members	[within 14 calendar days of receipt of the Class List and Data Report from Defendant]
c.	Deadline for Settlement Class Members to postmark Requests for Exclusions	[45 calendar days after mailing of the Notice Packet to Class Members]
d.	Deadline for the postmark of any Objections to the Settlement	[45 calendar days after mailing of the Notice Packet to Class Members]
e.	Deadline for Class Counsel to File Motion for Final Approval of Settlement Including the requested attorneys' fees and costs including any expenses and declarations in support thereof; and deadline to file declaration by Simpluris Re Service of Class Notice, receipt of any requests for exclusion, and receipt and filing of any objections	[16 court days prior to Final Approval Hearing Date]

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f.	Final Approval Hearing and Final Approval	July 15, 2024 at 8:30 a.m.; OR at _____, 2024, at _____ a.m./p.m. [180 days after Court Order Granting Preliminary Approval]
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Dated: 01/18/2024



Judge of the Superior Court
Honorable Harold W. Hopp

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501
www.riverside.courts.ca.gov

Case Number: CVRI2103875

Case Name: NAVARRETE vs SUNLINE TRANSIT AGENCY

Haig B Kazandjian
801 NORTH BRAND BOULEVARD, SUITE 970
GLENDALE, CA 91203

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
01/03/2025	8:30 AM	Department 1
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

Remote Appearance at Hearing: The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 160-638-4172 #
Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 09/09/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

J. Cordero, Deputy Clerk