

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE
13

14 MANUEL FRANCO and ALFONSO
15 GUZMAN, on behalf of themselves, on behalf
16 of all persons similarly situated, and on behalf
17 of the State of California as a private attorney
18 general,

19 Plaintiffs,

20 vs.

21 STATES LOGISTICS SERVICES, INC., a
22 California Corporation; and DOES 1 through
23 50, inclusive,

24 Defendants.

CASE NO.: 30-2022-01239095-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Hearing Date: July 24, 2025

Hearing Time: 2:00 p.m.

Judge: Hon. Layne H. Melzer

Dept.: CX102

Action Filed: January 3, 2022

Trial Date: Not Set

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ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiffs Manuel Franco and Alfonso Guzman (“Plaintiffs”) for Final
3 Approval of Class Action Settlement, Class Representatives’ Service Payments, and Attorneys’
4 Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this Court on July
5 24, 2025, at 2:00 p.m., pursuant to the California Rule of Court 3.769 and this Court’s early Order
6 Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).
7 Having considered the parties’ First Amended Class Action and PAGA Settlement Agreement
8 (“Agreement” or Settlement”), and the documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
10 prosecution, and the substantial benefits to be received by the Class Members pursuant to the
11 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable and
12 adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good
13 cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and
14 hereby ORDERS the following:

15 1. Final Judgment is hereby entered in conformity with the Agreement and this Final
16 Approval Order. Notice of entry of this Final Judgment shall be given to all Parties by Class
17 Counsel on behalf of Plaintiffs and all Class Members. The Final Judgment shall be posted on the
18 Administrator’s website as set forth in the Class Notice to the Class. It shall not be necessary to
19 send notice of entry of this Final Judgment to individual Class Members. Pursuant to Labor Code
20 section 2699, subdivision (1)(2), Class Counsel shall submit a copy of this Final Judgment to the
21 LWDA within 10 days after its entry.

22 2. The conditional class certification is hereby made final, and the Court thus certifies,
23 for purposes of the Settlement, the following Class:

24 All individuals who were employed by Defendant in the State of California and
25 classified as a non-exempt employee at any time during the Class Period.

26 The Class Period means the period of time from May 2, 2020, through July 20,
27 2024.

28 **ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT**

1 3. Plaintiffs are hereby confirmed as Class Representatives. Norman B. Blumenthal,
2 Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffery S. Herman, Sergio J. Puche, Trevor G. Moran of
3 Blumenthal Nordrehaug Bhowmik De Blouw LLP, Nazo Koulloukian of Koul Law Firm, and
4 Sahag Majarian, II of Law Offices of Sahag Majarian, II are hereby confirmed as Class Counsel.

5 4. The Class Notice was provided to the Class Members as set forth in the Settlement,
6 which was approved by the Court on March 7, 2025, and the notice process has been completed in
7 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
8 said notice was the best notice practicable under the circumstances. and was reasonably calculated
9 to communicate actual notice of the litigation and the proposed settlement to the Class. The Class
10 Notice provided due and adequate notice of the proceedings and matters set forth therein,
11 informed the Class Members of their rights, and fully satisfied the requirements of California Rule
12 of Court 3.769, and due process.

13 5. The Court finds that no Class Members objected to the Settlement, that seven (7)
14 Class Members opted out of the Settlement, and that the 99.5% participate rate in the Settlement
15 supports final approval. The names of the Class Members that requested exclusion from the
16 Settlement are Charles Alfred Meacham Jr., Richard Joseph Galvin, Alyssa Rylee Desimone,
17 Raymond Del Puerto, Guillermo Cornejo Curiel, Anthony Marcellino Estrada, and Lorri D.
18 Spiering.

19 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
20 reasonable, adequate, and directs the parties to effectuate the Settlement according to its terms.

21 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
22 ascertainable and so numerous that joinder of all class members is impracticable; (b) there are
23 questions of law or fact common to the Class Members, and there is a well-defined community of
24 interest among the Class Members with respect to the subject matter of the litigation; (c) the
25 claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class
26 Representatives have fairly and adequately protected the interests of the Class Members; (e) a
27 class action is superior to other available methods for an efficient adjudication of this controversy;
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1 and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Class
2 Members.

3 8. The Court finds that given the absence of objections to the Settlement, this Order
4 shall be considered final as of the date of entry.

5 9. The Court finds that the Individual Class Payments, as provided for in the
6 Settlement, are fair, reasonable, and adequate, and orders the Administrator to distribute the
7 Individual Class Payments in conformity with the terms of the Settlement.

8 10. The Court orders Defendant States Logistics Services, Inc. (“Defendant”) to
9 deposit the Gross Settlement Amount of \$1,149,500.00 with the Administrator, ILYM Group, Inc.,
10 within fourteen (14) days of the Effective Date defined in the Agreement.

11 11. The Court finds that Class Representative Service Payments in the amount of
12 \$10,000.00 each to the Plaintiffs, for a total of \$20,000.00, are reasonable in light of the risks and
13 burdens undertaken by the Plaintiffs in this litigation and for their time and effort in bringing and
14 prosecuting this matter on behalf of the Class. The Court finds that these payments are fair,
15 reasonable, and adequate, and orders that the Administrator make these payments in conformity
16 with the terms of the Settlement.

17 12. The Court finds that attorneys’ fees in the amount of \$383,166.67 and litigation
18 costs of \$35,366.06 for Class Counsel are fair, reasonable, and adequate in light of the common
19 fund created by the Settlement. The Class Counsel Fees Payment shall be apportioned among
20 Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to Koul
21 Law Firm, and 25% to Law Offices of Sahag Majarian, II. The Class Counsel Litigation Expenses
22 Payment shall be allocated as follows: \$29,334.34 to Blumenthal Nordrehaug Bhowmik De Blouw
23 LLP, \$3,360.71 to Koul Law Firm, and \$2,571.01 to Law Offices of Sahag Majarian, II. The
24 Administrator is ordered to distribute these payments to Class Counsel in conformity with the
25 terms of the Settlement.

1 13. The Court orders that the Administrator shall be paid \$13,950 from the Gross
2 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to
3 be done until the completion of this matter and finds that sum appropriate.

4 14. The Court finds that the PAGA Penalties payment to the in the amount of
5 \$25,000.00 is fair, reasonable, and adequate. The PAGA Penalties amount shall be allocated 75%
6 (\$18,750) as the LWDA PAGA Payment California Labor & Workforce Development Agency
7 (“LWDA”), and 25% (\$6,250) to the Individual PAGA Payments to be distributed by (a) dividing
8 the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$6,250.00) by the total
9 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
10 (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “Aggrieved
11 Employees” are all individuals who were employed by Defendant in the State of California and
12 classified as a non-exempt employee at any time during the PAGA Period. The “PAGA Period” is
13 July 6, 2020 to July 20, 2024. The LWDA was notified of the settlement and served with a copy
14 of the Agreement, and the LWDA has not objected to the Settlement. The Administrator is
15 ordered to distribute this LWDA PAGA Payment and the Individual PAGA Payments in
16 conformity with the terms of the Settlement.

17 15. This Court orders that any settlement checks shall be valid for 180 calendar days
18 from the date of issuance of the check, and that any settlement checks that remain uncashed after
19 180 days after they are mailed shall be distributed to the Controller of the State of California to be
20 held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq., in the name
21 of the Class Member to whom the check was issued.

22 16. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount and funds all employer payroll taxes owed of the Wage Portion of the Individual Class
24 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees will release Defendant
25 and each of its former and present directors, officers, shareholders, owners, attorneys, insurers,
26 predecessors, successors, assigns and subsidiaries (collectively, the “Released Parties”) as follows:
27 All Participating Class Members will release all claims that were alleged, or reasonably could
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1 have been alleged, based on facts stated in the Operative Complaint which occurred during the
2 period of time from May 2, 2020 to July 20, 2024 (the “Class Period”) during employment in a
3 non-exempt position in California, which includes claims for failure to pay minimum wages,
4 failure to pay overtime wages, failure to provide required meal periods, failure to provide required
5 rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees
6 for required business expenses, failure to provide wages when due, unfair competition based on
7 these claims, and derivative penalties (“Released Class Claims”). In addition, all Aggrieved
8 Employees will release all claims for PAGA penalties that were alleged, or reasonable could have
9 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which
10 occurred during the period of time from July 6, 2020 to July 20, 2024 (the “PAGA Period”) during
11 employment in a non-exempt position in California (“Released PAGA Claims”).

12 17. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a
15 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
16 judgment. The court may not enter an order dismissing the action at the same time as, or after,
17 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
18 Approval Order, and this Judgment.

19 18. Plaintiffs shall file a Final Disbursement Declaration on or before
20 _____. A Non-Appeal Case Review Re: Filing of Final Disbursement
21 Declaration is set for _____, at _____.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

25 _____
26 HON. LAYNE A. MELZER
27 JUDGE, SUPERIOR COURT OF CALIFORNIA
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ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT