

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Gregory Mauro, Esq. FIRM NAME: James Hawkins APLC STREET ADDRESS: 9880 Research Drive, Suite 200 CITY: Irvine TELEPHONE NO.: 949-387-7200 EMAIL ADDRESS: greg@jameshawkinsapl.com ATTORNEY FOR (name): Plaintiff Michael Joseph Metcalf SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse	STATE BAR NUMBER: 222239 STATE: CA ZIP CODE: 92618 FAX NO.:	FOR COURT USE ONLY CASE NUMBER: 21STCV20512
PLAINTIFF/PETITIONER: Michael Joseph Metcalf DEFENDANT/RESPONDENT: Yusen Logistics Inc	NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): July 5, 2024
2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 5, 2024

Gregory Mauro, Esq.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: Michael Joseph Metcalf
 DEFENDANT/RESPONDENT: Yusen Logistics Inc

CASE NUMBER:
 21STCV20512

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

SOLOUKI SAVOY, LLP
Grant Joseph Savoy, Esq.(SBN: 284077)
grant@soloukisavoy.com
Shoham J. Solouki, Esq.(SBN: 278538)
shoham@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, California 90012
Telephone: (213)814-4940
Facsimile: (213)814-2550

FILED
Superior Court of California
County of Los Angeles
07/05/2024

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MICHAEL JOSEPH METCALF
Additional counsel on following page**

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MICHAEL JOSEPH METCALF, an individual
on behalf of himself and all similarly situated
employees

Plaintiff,

v.

YUSEN LOGISTICS (AMERICAS) INC., a
New York Corporation, YUSEN LOGISTICS
CO., LTD, dba YUSEN LOGISTICS GROUP,
a California Company; and DOES 1 through
100, Inclusive,

Defendant.

CASE NO.: 21STCV20512 and 21STCV28695

[Assigned for all purposes to David S.
Cunningham III; Dept. SS11]

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA SETTLEMENT;
JUDGMENT**

Date: June 28, 2024
Time: 1:30 p.m.
Dept: 11

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; JUDGMENT

1 Daniel B. Chammas (SBN 204825)
2 dchammas@fordharrison.com
3 Jennifer S. McGeorge (SBN 221679)
4 jmcgeorge@fordharrison.com
5 **FORD & HARRISON LLP**
6 350 South Grand Avenue, Suite 2300
7 Los Angeles, CA 90071
8 Telephone: (213) 237-2400
9 Facsimile: (213) 237-2401
10 Attorneys for Defendant
11
12 YUSEN LOGISTICS (AMERICAS) INC.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This matter came on for hearing on June 28, 2024 at 1:30 p.m. in Department 11 of the above-
2 captioned Court on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement,
3 attorneys' fees and costs, Enhancement Payment, settlement administration costs, PAGA payment and
4 Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e. terms
5 with initial capitalization) as set forth in the Stipulation and Settlement of Class Action and PAGA
6 Claims ("Settlement Agreement"). Having received and considered the Settlement Agreement, the
7 supporting papers filed by the Parties, and the evidence and argument received by the Court in
8 conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant
9 Plaintiff's Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Enhancement Payment,
10 Settlement Administration Costs, and Entering of Final Judgment, the Court grants final approval of the
11 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all members
13 of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the Settlement, of their
14 right to receive their proportional Individual Settlement Payment, of their right to request exclusion from
15 the Class and the Settlement, of their right to comment upon or object to the Settlement and to appear in
16 person or by counsel at the final approval hearing and of the date set for the Final Approval hearing.
17 Adequate periods of time were provided by each of these procedures.

18 2. In response to the Notice, no members objected and no members requested exclusion.
19 There are no outstanding disputes regarding the Settlement.

20 3. The Court finds and determines that this notice procedure afforded adequate protections to
21 Class Members and provides the basis for the Court to make an informed decision regarding approval of
22 the Settlement based on the Class Members' response. The Court finds and determines that the Notice
23 provided in the Action was the best notice practicable, which satisfied the requirements of law and due
24 process.

25 4. The Court further finds and determines that the terms of the Settlement are fair, reasonable
26 and adequate to the Class and to each Class Member and that the Settlement is ordered finally approved,
27 and that all terms and provisions of the Settlement Agreement should be
28 and hereby are ordered to be consummated.

1 5. The Court has certified a Class, as those terms are defined in and by the terms of the
2 Settlement Agreement, and the Court deems this definition sufficient for purposes of California Rule of
3 Court 3.765(a).

4 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
5 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
6 Settlement according to its terms. The Court finds that the Settlement was reached as a result of informed
7 and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
8 the Parties conducted extensive investigation, research, and discovery and that their attorneys were able
9 to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
10 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
11 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as
12 part of the Settlement and recognizes the significant value accorded to the Class.

13 7. The Court hereby confirms James Hawkins, APLC and Solouki Savoy, LLP as Class
14 Counsel in this action.

15 8. The Court hereby confirms the Plaintiff MICHAEL JOSEPH METCALF as the Class
16 Representative in this action.

17 9. The Court finds and determines that the individual settlement payments to Class Members
18 provided for by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court
19 hereby gives final approval to and orders the payment of those amounts be made to the participating
20 members of the Class in accordance with the terms of the Settlement.

21 10. The Court finds and determines that the \$40,000.00 PAGA Payment and the payment to
22 the Labor and Work Development Agency ("LWDA") for its share of the PAGA Payment (\$30,000.00,
23 which is 75% of 40,000.00; with the remaining \$10,000.00 payable to Aggrieved Employees of alleged
24 civil penalties in this case are fair, reasonable, and appropriate. The Court hereby gives final approval to
25 and orders that those amount be paid in accordance with the Settlement.

26 11. The Court finds and determines the Enhancement Payment in the sum of \$7,500.00 to
27 Plaintiff fair and reasonable. The Court hereby orders the Administrator to make this payment to the
28 Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

1 12. The Court finds and determines that the payment to be paid to the Settlement
2 Administrator, Apex Class Action, LLC in the sum of settlement administration fees no greater than
3 Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) for its fee and expenses incurred is fair and
4 reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance with
5 the terms of the Settlement Agreement.

6 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
7 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
8 \$1,233,333.00 and litigation costs of \$50,000.00. The Court finds such amounts to be fair and reasonable.
9 The Court hereby orders the Settlement Administrator to make these payments in accordance with the
10 terms of the Settlement Agreement.

11 14. Neither Defendant nor any related persons or entities shall have any further liability for
12 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
13 for by the Settlement Agreement.

14 15. The Court finds and determines that the releases contained in the Settlement Agreement
15 and Amendment thereto is appropriate and shall bind all Class Members who did not timely opt out of the
16 Settlement and all PAGA Members.

17 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant
18 to the Settlement Agreement or pursuant to this Order.

19 17. The Court finds and determines that nothing in the Settlement Agreement, this Order, or
20 the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by Defendant
21 or any Released Party or (2) may be offered or admitted in evidence against Defendant or any Released
22 Party (other than solely in connection with this Settlement).

23 18. The Court hereby enters final judgment in this case in accordance with the terms of the
24 Settlement Agreement, Preliminary Approval Order and this Order.

25 19. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for
26 by the Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

21. The Court hereby sets a Non-Appeal Case Review re: Filing of Final Report for July 7, 2025 at 8:30 a.m.

JUDGMENT

22. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Class Members and PAGA Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and each Participating Class Member, PAGA Member, and the California Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for the period of June 1, 2017 through May 31, 2023 as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

IT IS SO ORDERED.

Date: 07/05/2024

By: 
Hon. David S. Cunningham III
Judge of the Superior Court

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

On July 5, 2024, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(See attached service list)

Executed on July 5, 2024, at Irvine, California


Eddie Magana

Via LWDA Website Only

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Daniel B. Chammas (SBN 204825)

dchammas@fordharrison.com

Jennifer S. McGeorge (SBN 221679)

jmcgeorge@fordharrison.com

FORD & HARRISON LLP

350 South Grand Avenue, Suite 2300

Los Angeles, CA 90071

Telephone: (213) 237-2400

Facsimile: (213) 237-2401

Attorneys for Defendant

YUSEN LOGISTICS (AMERICAS) INC.

SOLOUKI I SAVOY, LLP

Grant Joseph Savoy, Esq.(SBN: 284077)

grant@soloukisavoy.com

Shoham J. Solouki, Esq.(SBN: 278538)

shoham@soloukisavoy.com

316 W. 2nd Street, Suite 1200

Los Angeles, California 90012

Telephone: (213)814-4940

Facsimile: (213)814-2550

Attorneys for PLAINTIFF