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5 Attorneys for Plaintiffs,
ALFONSO MEJIA, on behalf of himself and
6 all others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**
10

11 ALFONSO MEJIA, on behalf of himself and)
all others similarly situated,)

12)
13 Plaintiffs,)

14 v.)

15 A.P. EXPRESS, LLC, a California limited)
liability company; A.P. EXPRESS)
16 WORLDWIDE, L.L.C., a California limited)
liability company; and DOES 1 through 100,)
17 Inclusive)

18 Defendants.)
19)
20)

CASE NO.: BC705661

[Assigned for all purposes to the Hon.
Daniel J. Buckley - Dept. "1"]

~~[REVISED PROPOSED]~~ **ORDER**
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD

DATE: January 20, 2022
TIME: 10:30 a.m.
DEPT.: 1

21 This matter having come before the Court on January 20, 2022 for final fairness hearing
22 pursuant to the Order of this Court on September 20, 2021 granting preliminary approval
23 ("Preliminary Approval Order") of the class settlement upon the terms set forth in the Revised
24 Joint Stipulation for Class Action Settlement ("Settlement Agreement") submitted in support of
25 Motion for Preliminary Approval of Class Settlement; and due and adequate notice having been
26 given to the Class Members as required in Preliminary Approval Order and the Court having
27 considered all papers filed and proceedings had herein and otherwise being fully informed and
28 good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

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4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

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7 3. This Court has jurisdiction over the subject matter of this litigation and over all
8 Parties to this litigation, including all Class Members.

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10 4. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to
11 the Class Members as set forth in the Settlement Agreement and the other matters set forth herein
12 have been completed in conformity with the Preliminary Approval Order, including individual
13 notice to all Class Members who could be identified through reasonable effort, and was the best
14 notice practicable under the circumstances. This Class Notice provided due and adequate notice
15 of the proceedings and of the matters set forth therein, including the proposed class settlement set
16 forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class
17 Notice fully satisfied the requirement of due process.

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19 5. No Class Member opted-out of the settlement. No Class Member objected to the
20 settlement.

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22 6. The Court further finds that the settlement is fair, reasonable and adequate and that
23 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
24 settlement under California law, including the provisions of California Code of Civil Procedure
25 §382 and Federal Rules of Civil Procedure 23, approved for use by the California state courts in
26 Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

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1 7. This Court hereby approves the class and PAGA settlement set forth in the
2 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and
3 reasonable and directs the parties to effectuate the settlement according to its terms. The Court
4 finds that the settlement has been reached as a result of intensive, serious and non-collusive arms
5 length negotiations. The Court further finds that the parties have conducted extensive and costly
6 investigation and research and counsel for the parties are able to reasonably evaluate their
7 respective positions. The Court also finds that settlement at this time will avoid additional
8 substantial costs, as well as avoid the delay and risks that would be presented by the further
9 prosecution of the action. The Court has noted the significant benefits to the Class Members and
10 PAGA Group Members under the settlement. The Court also finds that the class is properly
11 certified as a class for settlement purposes only.

12
13 8. For settlement purposes only, the Court certifies the following class: All current
14 and former hourly non-exempt employees of Defendant of A.P. Express, LLC within California at
15 any time during the period from May 17, 2014 through February 8, 2021.

16
17 9. For settlement purposes, PAGA Group Members are defined as: All current and
18 former hourly non-exempt employees of A.P. Express, LLC within California at any time during
19 the period from May 17, 2017 through February 8, 2021.

20
21 10. Class Members, except those that have submitted a valid and timely request to be
22 excluded from the Settlement Agreement, release Defendants and Defendant's former and present
23 parents, predecessors, holding companies, subsidiaries, affiliated companies and entities, and
24 franchisors and franchisees, and their current, former, and future owners, officers, shareholders,
25 directors, members, managers, operators, employees, consultants, vendors, partners, affiliates,
26 subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and
27 any successors, assigns, or legal representatives and any individual or entity who or which could
28 be jointly liable with Defendants and all persons or entities acting by, through under or in concert

1 with any of them (“Released Parties”), as of the occurrence of the Effective Date, from any and all
2 claims, penalties, interest, and causes of action, known or unknown, contingent or accrued, against
3 Defendants and the Released Parties, arising from or related to the claims pled in Plaintiff’s
4 operative complaint (“Complaint”) or that could have been pled in the Complaint based on the
5 facts, matters, transactions, or occurrences pled in the Complaint, including but not limited to all
6 claims for: allegedly unpaid minimum and overtime wages; failure to provide compliant meal
7 breaks or premium payments; failure to provide compliant rest breaks or premium payments;
8 failure to provide and maintain accurate wage statements; failure to timely pay all wages owed
9 during employment and upon termination; violation of California Labor Code §§201, 202, 203,
10 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and the applicable California Wage Orders;
11 unfair competition claims under California Business & Professions Code §17200, et seq. based on
12 the Labor Code violations alleged; civil penalties pursuant to Labor Code §2699, et seq., based on
13 the Labor Code violations alleged or that could have been pled in the Complaint based on the
14 facts, matters, transactions, or occurrences pled in the Complaint; claims under all related or
15 corresponding federal laws; and claims for any associated penalties, restitution, disgorgement,
16 interest or attorneys’ fees that arose during the Class Period (“Release Claims”).

17
18 11. PAGA Group Members released all claims for civil penalties under PAGA, against
19 Defendants and the Released Parties, based on the factual allegations and/or Labor Code
20 violations alleged in Plaintiff’s notice sent to the LWDA and alleged in the operative Complaint,
21 including attorneys’ fees and costs related thereto, regardless of whether PAGA Group Members
22 opt out from the Settlement Agreement, including but not limited to PAGA claims premised on:
23 allegedly unpaid minimum and overtime wages; failure to provide compliant meal breaks or
24 premium payments; failure to provide compliant rest breaks or premium payments; failure to
25 provide and maintain accurate wage statements; failure to timely pay all wages owed during
26 employment and upon termination; and including but not limited to violations of California Labor
27 Code §§201, 202, 203, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, and 1197 (“Released PAGA
28 Claims”).

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2 12. Nothing contained in this Settlement Agreement shall be construed or deemed an
3 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of
4 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
5 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
6 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
7 interpret, or enforce its terms.

8
9 13. The Settlement Agreement provides for the “Gross Settlement Amount” in the
10 amount of \$260,000. From the Gross Settlement Amount individual settlement payments to Class
11 Members, Court approved attorneys’ fees and costs, the claims administrative costs, the class
12 representatives enhancement fee, and payment to the LWDA for PAGA penalties in the amount of
13 \$7,500 shall be deducted. Defendants shall fund the employer’s share of payroll taxes in addition
14 to the Gross Settlement Amount. The payment of the settlement funds by Defendants and
15 payment of individual settlement checks to Class Members and PAGA Group Members will be
16 made as set forth in the Settlement Agreement.

17
18 14. The Court hereby awards Class Counsel attorneys’ fees in the total amount of
19 \$86,666.66 which is approximately 33.33% of the Gross Settlement Amount and to be deducted
20 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
21 \$11,099.47 to be deducted from the Gross Settlement Amount. Attorneys’ fees and costs will be
22 paid by the Claims Administrator from the Gross Settlement Amount as set forth in the Settlement
23 Agreement.

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25 15. The Court hereby approves an enhancement fee to Alfonso Mejia, the named
26 plaintiff in the amount of \$7,500. Payment for the enhancement fee will be paid by the Claims
27 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

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2 16. The Court hereby approves the claims administrator's fees and cost in the amount
3 of \$7,000. The claims administrator, Simpluris, Inc., shall be paid the cost of administration of
4 the settlement from the Gross Settlement Amount.

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6 17. Except as expressly provided herein, the parties each shall bear all of their own fees
7 and costs in connection with this matter.

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9 18. The Court approves the named plaintiff, Alfonso Mejia as class representative.

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11 19. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
12 Nourmand Law Firm, APC as class counsel.

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14 20. The Court approves Simpluris, Inc. as the claims administrator.

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16 21. Upon completion of administration of the settlement, the claims administrator shall
17 execute a declaration with a final reporting with respect to the final distribution and payment of
18 the individual settlement payments to participating Class Members. The declaration regarding
19 distribution from the claims administrator must be filed with the Court by April 11, 2023. ~~2022~~.
20 A non-appearance case review regarding the status of the declaration from the claims
21 administrator is set for April 18, 2023, ~~2022~~ at 4:00 ~~a.m.~~/p.m. in Department 1 of the above-
22 entitled Court.

23
24 22. The Court finds that class and PAGA settlement on the terms set forth in the
25 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
26 compromise of the released claims against Defendants.

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2 23. The Court finds the class and PAGA settlement on the terms set forth in the
3 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
4 compromise of the released claims against Defendants. Without affecting the finality of the
5 Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation,
6 implementation and enforcement of the settlement and all orders and judgments entered in
7 connection therewith.

8 **IT IS SO ORDERED.**

9 DATED: January 20, 2022

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Daniel J. Buckley

HONORABLE DANIEL J. BUCKLEY
LOS ANGELES COUNTY SUPERIOR COURT
Daniel J. Buckley / Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On January 19, 2022, I served the following document(s) described as:

6 **[REVISED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND**
ENHANCEMENT AWARD

8 on the interested parties in this action as follows:

9 Brandon L. Sylvia, Esq.
10 Kimberly A. Nayagam, Esq.
11 RUTAN & TUCKER, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, California 92626

12 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
13 true and correct copy of the above listed document(s) to be served by electronic transmission to
the parties and/or counsel who are registered above and set forth in said service list.

14 I declare under penalty of perjury under the laws of the State of California that the above is
15 true and correct and that this Proof of Service was executed on January 19, 2022, at Beverly Hills,
California.

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17
18 /s/ Alejandra Beltran
Alejandra Beltran
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