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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 JOSE ANTONIO A. GONZALEZ, an
individual, on behalf of himself, the State of
11 California, as a private attorney general, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 UNITRANS INTERNATIONAL
16 CORPORATION, a California Corporation; Q
17 INTERNATIONAL COURIER, LLC, a
18 Delaware Limited Liability Company;
19 QUICK/STERLING INTERNATIONAL
20 COURIER, INC., a Business of Unknown
Formation; and DOES 1 TO 50,

21 Defendants.
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Case Number: 21STCV41250

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: June 12, 2023

Hearing Time: 9:00 a.m.

Dept.: 7

Judge: Hon. Lawrence P. Riff

Complaint Filed: November 9, 2021

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on June 12, 2023, in Department 7, the Honorable Lawrence P. Riff presiding. The
3 Court having considered the papers submitted in support of the application of the parties, HEREBY
4 ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Class Action and PAGA Settlement Agreement (the "Settlement
7 Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's
8 Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein
9 shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the
10 Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
11 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$150,000.00**;
- 13 b. The Class Representative enhancement payment to the named Plaintiff of **\$0.00**;
- 14 c. Court approved attorneys' fees to Class Counsel of up to **\$50,000.00**, representing
15 one-third of the Gross Settlement Amount;
- 16 d. Court approved litigation costs to Class Counsel of up to **\$16,000.00**;
- 17 e. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**; and
- 18 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
19 California Labor & Workforce Development Agency for its portion of the PAGA
20 penalties.

21 2. This Court has considered the papers in support of the Motion and the Settlement
22 Agreement and finds that, pursuant to California Rules of Court, Rule 3.769(d), the proposed Class
23 should be certified for settlement purposes only. Specifically, the Court finds for settlement purposes
24 only that the proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the
25 commonality requirements; (d) the claims of the Class Representatives are typical of the claims of the
26 proposed Class Members; (e) Class Counsel has and is able to adequately represent the proposed
27 Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide treatment of
28 this dispute is superior to individual litigation because common issues predominate over individual
issues for settlement purposes.

1 3. The Settlement falls within the range of reasonableness and appears to be
2 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
3 final approval by this Court.

4 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
5 fees and costs to Class Counsel, and the Class Representative’s enhancement award should be finally
6 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
7 time set forth in the implementation schedule in Paragraph 13 below.

8 5. This Court approves, as to form and content, the Notice of Proposed Class Action
9 Settlement (“Class Notice”), in substantially the form attached to the herein as **Exhibit 1**. The Court
10 approves the procedure for Class Members to participate in, to opt out of, and to object to, the
11 Settlement as set forth in the Settlement Agreement.

12 6. The Court directs the mailing of the Class Notice by first class mail to the Class
13 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
14 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
15 meet the requirements of due process and provide the best notice practicable under the circumstances
16 and shall constitute due and sufficient notice to all persons entitled thereto.

17 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
18 only.

19 8. The Court preliminary certifies for settlement purposes only the Settlement Class
20 defined as follows: *all individuals who are or were employed by Defendant as non-exempt employees*
21 *during the Class Period.* (See Settlement Agreement, at § 1.5.) The Class Period is defined as
22 November 9, 2017 through December 31, 2022. (See Settlement Agreement, at § 1.12.)

23 9. All Settlement Class members who do not timely opt out will release all claims that
24 were pled or could have been pled in the operative First Amended Complaint, Gonzalez v. Unitrans
25 International Corporation, *et al.*, Superior Court of the State of California for the County of Los
26 Angeles, Case No. 21STCV41250 (or any of the complaints in this matter), and which were plead or
27 could have been pled in the operative first amended complaint (or any of the complaints in this matter)
28 based on the facts alleged or ascertained during the pendency of the action that arose during the Class
Period.

10. The Court confirms Plaintiff Jose Antonio A. Gonzalez as Class Representative, and Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 14 days following the Preliminary Approval Date]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice plus an additional 14 days for Class Members whose Class Notice was remailed]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[14 days prior to the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after DATE)	_____, 2022 at _____ a.m./p.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Lawrence P. Riff

Judge of the Superior Court, Los Angeles County