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

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

Plaintiff,

v.

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

Defendants.

FILED
Superior Court of California
County of Los Angeles
11/09/2023
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case Number: 21STCV41250

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

Hearing Date: November 3, 2023
Hearing Time: 11:00 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 November 3, 2023, in Department 7, the Honorable Lawrence P. Riff presiding.
3 The Court having considered the papers submitted in support of the application of the parties,
4 HEREBY 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 and Class Notice (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of
8 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms
9 used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set
10 forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the
11 Court 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. Court approved attorneys' fees to Class Counsel of up to **\$50,000.00**, representing
14 one-third of the Gross Settlement Amount;
- 15 c. Court approved litigation costs to Class Counsel of up to **\$16,000.00**;
- 16 d. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**; and
- 17 e. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
18 California Labor & Workforce Development Agency for its portion of the PAGA
19 penalties.

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

3. The Settlement falls within the range of reasonableness and appears to be

1 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
2 final approval by this Court.

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

7 5. This Court approves, as to form and content, the Court Approved Notice of Class
8 Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), in substantially the
9 form attached to the herein as **Exhibit 1**. The Court approves the procedure for Class Members to
10 participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

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

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

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

22 9. All Settlement Class members who do not timely opt out will release all claims arising
23 during the Class Period that were alleged, or reasonably could have been alleged, based on the facts
24 stated in the Operative Complaint, including, e.g., claims for: (1) failure to pay minimum wage for all
25 hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order;
26 (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and
27 the Applicable Wage Order; (3) failure to provide compliant rest periods and pay missed rest break
28 premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; (4) failure to
provide compliant meal periods and pay missed meal period premiums in violation of Labor Code

sections 226.7 and 512, and the Applicable Wage Order; (5) failure to maintain accurate employment records in violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (11) violation of the Fair Credit Reporting Act (15 U.S.C. § 1681B(B)(2)(A)); (12) violation of the Investigative Consumer Reporting Agencies Act (Civil Code. § 1786 et seq.); (13) violation of the Consumer Credit Reporting Agencies Act (Civil Code § 1785 et seq.); and (14) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

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	November 17, 2023
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	December 1, 2023

c.	Deadline for Class Members to Postmark Requests for Exclusion	January 30, 2024
d.	Deadline for Class Members to submit any Objections to Settlement	February 13, 2024
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	April 1, 2024
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	April 15, 2024
g.	Final Approval and Fairness Hearing (the Court's first available date after January 1, 2024)	May 1, 2024 at 10:00 a.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: 11/09/2023



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff

Judge of the Superior Court, Los Angeles County