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9 Attorneys for Plaintiffs, on behalf of themselves
10 and all others similarly situated and aggrieved

11 *[Additional Counsel listed on following page]*

**Electronically
RECEIVED**

7/1/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN MATEO**

14 KENDELL LARON PRATER, RUSSEL
15 STEPHEN, TYLER KARLI, SABRINA
16 DENNIS, CAROL MARTINEZ, and
17 NATHAN BREDENBURG on behalf of
18 themselves and all others similarly situated,

19 Plaintiffs,

20 v.

21 ON COURIER 365, INC., a California
22 corporation; WEB TO DOOR CORP., a
23 Nevada corporation; SOUTH EAST
24 EMPLOYEE LEASING SERVICES, INC., a
25 Florida corporation; AMAZON LOGISTICS,
26 INC., a Washington corporation; AMAZON
27 SERVICES, INC., a Washington corporation;
28 AMAZON.COM LLC, a Washington
corporation; AMAZON.COM SERVICES,
LLC, a Washington corporation;
AMAZON.COM, INC., a Washington
corporation,

Defendants.

Case No. 20-CIV-02814

[Assigned to the Hon. V. Raymond Swope, in
Dept. 23] RS

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS,
REPRESENTATIVE, AND
COLLECTIVE ACTION SETTLEMENT,
AND APPROVING ATTORNEYS' FEES,
LITIGATION EXPENSES AND
REPRESENTATIVE SERVICE AWARDS**

26 This Court, having considered (1) the Motion of Plaintiffs Kendall Prater, Tyler Karli,
27 Russel Stephen, Sabrina Dennis, Carol Martinez, and Nathan Bredenburg (together collectively,
28

1 “Plaintiffs”) for Final Approval of Class, Representative, and Collective Action Settlement and
2 (2) the Motion for Award of Attorneys’ Fees, Litigation Expenses, and Representative Service
3 Awards, as well as the documents submitted in support of the Motions and such other material
4 contained in the file and pleadings of this action, hereby **ORDERS, ADJUDGES AND**
5 **DECREES THAT:**

6 1. Plaintiffs’ Motion for Final Approval of Class, Representative, and Collective Action
7 Settlement is hereby **GRANTED**.

8 2. Plaintiffs’ Motion for Award of Attorneys’ Fees, Litigation Expenses, and
9 Representative Service Awards is hereby **GRANTED**.

10 3. The definitions set out in the Settlement Agreement are incorporated by reference into
11 this Order; all terms defined therein shall have the same meaning in this Order.

12 4. The settlement as set forth in the Settlement Agreement, is finally approved as fair,
13 reasonable and adequate pursuant to Code of Civil Procedure Section 382;

14 5. The settlement as set forth in the Settlement Agreement is approved as a fair and
15 reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act, 29 U.S.C. § 201,
16 *et seq.* (“FLSA”);

17 6. The Court grants final certification to the following settlement classes (collectively
18 referred to as “Settlement Class Members”) for purposes of settlement only:

19 a. ONCI California Class Action Members: all persons who are employed or have
20 been employed as a non-exempt employee by defendant On Courier 365, Inc.
21 (“ONCI”) in the State of California at any time during the period between February
22 28, 2016 and January 1, 2020 (“ONCI Class Period”); and

22 b. WTD California Class Action Members: all persons who are employed or have
23 been employed as a non-exempt employee by WTD in the State of California at
24 any time during the period between February 20, 2019 through July 12, 2022
25 (“WTD Class Period”);

25 7. The Court finally certifies the Collective Action, defined as Plaintiffs and all persons
26 who are employed or have been employed as a W-2 hourly non-exempt employee by ONCI or
27 WTD during the ONCI or WTD California Class Period or the ONCI or WTD Utah Collective
28 Action Period are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA;

1 8. The PAGA Settlement Group Members are finally approved as all California Class
2 Action Members who are employed or were employed by ONCI and WTD in the State of
3 California between February 12, 2019 through July 12, 2022 (“PAGA Settlement Group Period”
4 or “PAGA Period”);

5 9. The Settlement Administrator sent Class Notice to the Settlement Class Members in
6 accordance with the procedures set forth in the Settlement Agreement. The Court finds and
7 determines that this notice procedure as set forth in the Settlement Agreement and effectuated by
8 the Settlement Administrator afforded adequate protections to Settlement Class Members and
9 fully and accurately informed the Settlement Class Members of all material aspects of the
10 Settlement. The Court finds and determines that the notice provided in this case was the best
11 notice practicable, which satisfied the requirements of law and due process;

12 10. No Class Members objected to the Settlement, and one Class Member requested to be
13 excluded from the Settlement Class.

14 11. The Court finds and determines that the terms of the Settlement Agreement are fair,
15 reasonable, and adequate to all Settlement Class Members. The Court finally approves the Gross
16 Settlement Amount of \$4,500,000.00, which is inclusive of attorneys’ fees (one-third of the Gross
17 Settlement Amount – \$1,500,000.00) and costs (not to exceed \$50,000); Representative Service
18 Awards of \$10,000 to each of the Plaintiffs (for a total of \$60,000); and the PAGA penalties in
19 the amount of \$100,000.00, seventy-five percent (75%), or \$75,000.00, of which will be paid to
20 the Labor and Workforce Development Agency out of the Gross Settlement Amount, and twenty-
21 five percent (25%), or \$25,000.00, of which will be distributed to PAGA Settlement Group
22 Members;

23 12. David D. Bibiyan of Bibiyan Law Group, P.C., Sarah R. Schalman-Bergen of Lichten
24 & Liss-Riordan, P.C., Ryan Allen Hancock of Willig Williams & Davidson, and Michaela Wallin
25 of Berger Montague, P.C., and Douglas Han of Justice Law Corporation, are finally approved as
26 Class Counsel for the California Class Action Members;

27 13. Class Counsel’s application for an award of attorneys’ fees in the amount of
28 \$1,500,000.00 and for an award of costs in the amount not to exceed \$50,000.00 is granted and

shall be paid from the Gross Settlement Amount, according to the terms of the Settlement Agreement. The division of attorneys' fees and costs between Class Counsel shall be as follows:

Law Firm	Total Fees	Total Costs	Total Fees and Costs
Lichten & Liss-Riordan	\$535,517.21	\$7,029.15	\$542,546.36
Berger Montague	\$265,791.96	\$2,497.32	\$268,289.28
Willig, Williams & Davidson	\$98,690.83	\$569.53	\$99,260.36
Justice Law Corporation	\$202,099.20	\$5,809.23	\$207,908.43
Bibiyan Law Group	\$397,900.80	\$13,396.78	\$411,297.58
Total	\$1,500,000.00	\$29,302.01	\$1,529,302.01

The Court hereby grants final approval to and orders those amount(s) be paid out of the Gross Settlement Amount in accordance with the terms of the Settlement Agreement;

14. The Court finds and determines that the Class Representative Enhancement Award of \$10,000 to each of the Class Representatives are fair and reasonable. The Court hereby grants final approval to and orders that the payment of the Class Representative Enhancement Awards be paid out of the Gross Settlement Amount as provided by the Settlement Agreement;

15. The Court finds and determines the payment of \$75,000.00 (75% share of the \$100,000.00 allocation) to the LWDA in settlement of the LWDA's share of the penalties alleged by Plaintiffs and compromised under the Settlement Agreement is fair and reasonable. The Court hereby grants final approval to and orders that the payment of said amount be paid to the LWDA from the Gross Settlement Amount as provided for by the Settlement Agreement;

16. The Court finds and determines that Individual Settlement Payments to be paid to the Settlement Class Members as provided for by the Settlement Agreement are fair and reasonable. The Court hereby grants final approval to and orders the settlement payments to be made in accordance with the terms of the Settlement Agreement;

17. The Court finds that Samantha Prichard timely excluded herself from the class portion of the Settlement and will not be bound by the California Class Action Member Released Claims.

18. California Class Action Members who did not request exclusion from the Settlement are bound by the Settlement, and the Released Claims as defined in the Settlement Agreement against the Released Parties. Further, consistent with the Settlement Agreement, (1) all PAGA

1 Settlement Group Members are bound by the Settlement Agreement, regardless of whether he or
2 she receives, cashes, and/or deposits their Individual Settlement Payment check; and (2) only
3 Settlement Class Members who cash or deposit their Individual Settlement Payment checks will
4 release their FLSA and (if applicable) Utah law claims, as defined in the Settlement Agreement
5 against the Released Parties.

6 19. All Class Representative Released Claims and Released Claims against the Released
7 Parties by the Settlement Class Members that have been, or might have been, asserted by any
8 Settlement Class Member, in accordance with the terms of the Settlement Agreement, are hereby
9 released, and all such Settlement Class Members shall be forever barred from pursuing any of the
10 Class Representative Released Claims and Released Claims as set forth and defined in the
11 Settlement Agreement against the Released Parties.

12 a. Consistent with the Settlement Agreement, “Released Parties” or “Releasees” means
13 Defendants and any of their former, present and/or future, direct and/or indirect,
14 parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers,
15 owners, members, heirs, employees, partners, shareholders, attorneys, agents,
16 fiduciaries, insurers, investors, predecessors, successors, assigns, executors,
17 administrators, beneficiaries, legal representatives, or trustees.

18 b. Consistent with the Settlement Agreement, “Released Claims” shall mean
19 collectively:

20 i. “California Class Action Member Released Claims” means any and all claims
21 and/or causes of action under any California state, local or federal law or
22 administrative order by Settlement Class Members against Released Parties
23 that were or could have been pled based on the facts alleged in the Operative
24 Complaint including but not limited to, any claim for: (1) Failure To Pay
25 Regular Pay/Min. Wages in Violation of Labor Code §§ 204, 210, 223,
26 1182.11, 1118.12, 1194, 1194.2, 1197, 1198, 1199 & IWC Wage Order 9-
27 2001, § 4; (2) Failure To Pay Overtime Premium Pay (including, but not
28 limited to, the failure to properly calculate the regular rate of pay) in Violation

1 of Labor Code §§ 200, 204, 210, 510, 1194, 1194.2, 1198, 1199 & IWC Wage
2 Order 9-2001, § 3; (3) Failure To Provide Meal Periods or Compensation in
3 Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7,
4 512, and IWC Wage Order 9-2001, § 11; (4) Failure to Provide Rest Periods
5 or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223,
6 218.5, 218.6, 226.7, and IWC Wage Order 9-2001, § 12; (5) Failure To
7 Reimburse For Necessary Expenditures in Violation of Labor Code §§ 510,
8 2802 and IWC Wage Order 9-2001, §§ 8-9; (6) Failure to Provide Accurate
9 Itemized Wage Statements and Failure to Maintain Records in Violation of
10 Labor Code §§ 226, 1174, § 7; (7) Failure to Timely Pay Wages in Violation
11 of Labor Code §§ 201-204, 210, 2926, 2927; (8) Failure to Provide a Right
12 to A Copy Of Signed Documents in Violation of Labor Code § 432; (9)
13 Failure to Maintain Accurate Records in Violation of Labor Code §§ 226(a),
14 1174, and IWC Wage Order 9-2001; and (10) Unlawful and Deceptive
15 Business Practices in Violation of Business & Professions Code §§ 17200, *et*
16 *seq* based on such alleged violations, or any related claims under the
17 California Industrial Welfare Commission Wage Orders. The release shall be
18 limited to, as to former employees of On Courier 365, Inc., February 28, 2016
19 through January 1, 2020 and, as to former employees of Web to Door Corp.,
20 between February 20, 2019 and July 12, 2022.

- 21 ii. “PAGA Release” means any and all claims and/or causes of action for civil
22 penalties pursuant to PAGA by the PAGA Settlement Members against
23 Released Parties that were or could have been pled based on any and all of
24 the facts alleged in the Operative Complaint and the LWDA notices for civil
25 penalties under Labor Code sections 201, 202, 203, 204, 218.5, 221, 226,
26 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800,
27 and 2802. Regardless of whether any ONCI or WTD California Class Action
28 Member submits a timely Request for Exclusion, they will still be bound by

1 the PAGA Release if they are members of the PAGA Settlement Group. The
2 period of the PAGA release will encompass the period from February 12,
3 2019 through July 12, 2022.

4 iii. “Collective Action Member Released Claims” means any and all claims
5 and/or causes of action under the FLSA (as to the ONCI and WTD California
6 Class and Collective Action Members and the ONCI and WTD Utah
7 Collective Action Members) or any Utah state or local law or administrative
8 order (as to the ONCI and WTD Utah Collective Action Members), by
9 Settlement Class Members against Released Parties that were or could have
10 been pled based on the allegations in the Operative Complaint, including,
11 without limitation, failure to pay minimum wage or overtime premium pay
12 (including, but not limited to, the failure to properly calculate the regular rate
13 of pay) in violation of the FLSA, derivative recordkeeping or other claims
14 under the FLSA, related claims that could have been brought under Utah state
15 or local law or administrative order, including but not limited to the Utah
16 Payment of Wages Act, Utah Minimum Wage Act, the Utah Administrative
17 Code and Rules; related common law claims for conversion, other alleged
18 tortious conduct, breach of contract, and misrepresentation; and any other
19 derivative claims under the FLSA or Utah law including claims for statutory
20 or civil penalties, liquidated damages, punitive damages, interest, attorneys’
21 fees, litigation and other costs, expenses, restitution, and equitable and
22 declaratory relief. Each Settlement Class Member who cashes their California
23 or Utah Individual Settlement Payment check will become a Participating
24 Collective Action Member who will be considered to have consented to opt
25 into the collective action and to have released all Collective Action Member
26 Released Claims up to the relevant ONCI and WTD Class Period. Within
27 thirty-five (35) days of the Check-Cashing Period, Class Counsel shall file
28 with the Court 1) a notice identifying the Collective Action Members who

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have signed and deposited or cashed their checks and, therefore, released the Released Parties of the Released Claims, and 2) redacted copies of all check endorsements signed by the Participating Collective Action Members, which further evidences their consent to waive their FLSA claims;

20. Any and all claims against Defendants in connection with the Lawsuits (as defined in the Settlement Agreement) are hereby dismissed on the merits and with prejudice consistent with the above and the Settlement Agreement. This Final Approval Order is a final judgment for purposes of appeal and this document shall be considered notice of entry of such judgment. There being no just reason for delay in the entry of final Judgment, the Clerk is hereby directed to enter Judgment thereon.

21. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the parties to the Settlement Agreement to enforce this judgment.

IT IS SO ORDERED.

Electronically
SIGNED

By **/s/ Swope, Raymond**

Dated: **7/5/2024**

V. Raymond Swope RS
Judge of the Superior Court

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
4 eighteen years and not a party to the within action; my mailing address is 1460 Westwood
Boulevard, Los Angeles, California 90024.

5 On July 1, 2024 I caused a true and correct copy of the foregoing document(s) described as
6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS,**
7 **REPRESENTATIVE, AND COLLECTIVE ACTION SETTLEMENT, AND**
8 **APPROVING ATTORNEYS' FEES, LITIGATION EXPENSES AND**
9 **REPRESENTATIVE SERVICE AWARDS** to be served by electronic transmission to the e-
mail addresses listed below:

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14 **Counsel for Plaintiffs, on behalf of themselves and all others similarly situated and**
15 **aggrieved**

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

18 Executed on July 1, 2024 at Los Angeles, California.

19
20 /s/ Jennifer Echeverria
Jennifer Echeverria
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103, and my electronic service address is manderson@justicelawcorp.com.

On December 11, 2025, I served the foregoing document described as

ORDER GRANTING FINAL APPROVAL OF CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION SETTLEMENT, AND APPROVING ATTORNEYS' FEES, LITIGATION EXPENSES AND REPRESENTATIVE SERVICE AWARDS

for the following case: **Martinez, et al. v. On Courier 365**
LWDA/Court Case No.: **LWDA Case No.: CM-857065-21**
Court Case No.: 20-CIV-02814
San Mateo County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on December 11, 2025, at Pasadena, California.



Mariah Anderson