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Attorneys for Plaintiff Franky Beltran
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

FRANKY BELTRAN, individually and on
behalf of all other Aggrieved Employees;

Plaintiffs,

vs.

UNLIMITED ENTERPRISES, LLC; AMAZON
LOGISTICS, INC.; RODERICK HENLEY, an
individual; and DOES 1 through 50, inclusive,

Defendants.

) **Case No. 23STCV00639**

) *[Assigned for all purposes to the Honorable*
) *Tony L. Richardson, Dept.39]*

) **~~PROPOSED~~ ORDER AND JUDGMENT**
) **GRANTING PLAINTIFF'S MOTION**
) **FOR FINAL APPROVAL OF CLASS**
) **ACTION SETTLEMENT,**
) **REPRESENTATIVE ENHANCEMENT**
) **AND REQUEST FOR ATTORNEY FEES**
) **AND COSTS**

) Hearing: Motion for Final Approval
) Date: February 17, 2026
) Time: 8:30 AM
) Dept.: 39

) **RESERVATION ID:**

) Action Filed: January 11, 2023
) FAC Filed: January 15, 2025
) Trial Date: None Currently Scheduled

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1 fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds
2 the settlement satisfies the standards and applicable requirements for final approval of this class
3 action settlement under California law, including the provisions of California Code of Civil
4 Procedure section 382 and California Rules of Court, Rule 3.769.

- 5 6. The settlement agreement is therefore finally approved and incorporated herein.
- 6 a. The Gross Settlement Amount (“GSA”) is \$185,000.00
- 7 b. The Net Settlement Fund (“Net”) is \$80,292.52, exclusive of the Aggrieved
8 Employees’ PAGA portion of the settlement (\$5,000.00; 25% of the
9 \$20,000.00 PAGA Payment) (GSA minus the following):
- 10 c. Class Counsel, Haig B. Kazandjian Lawyers, APC are awarded attorneys’ fees
11 in the amount of \$61,660.50 and costs in the amount of \$8,546.98.
- 12 d. The Court grants the requested Class Representative enhancement award
13 totaling \$7,500.00.
- 14 e. The settlement administrator, ILYM Group, Inc., is granted payment in the
15 amount of \$7,000.00 for its fees and services.
- 16 f. The Court approves the PAGA payment of \$20,000.00 payable as follows:
- 17 i. \$20,000.00 (75% of \$15,000.00 PAGA Payment) payable to the LWDA.
- 18 ii. The Court approves payment of \$5,000.00 (25% of \$20,000.00 PAGA
19 Aggrieved Employees Payment) payable to the Aggrieved Employees.
- 20 g. In addition to the GSA, Defendants will be separately responsible for any
21 employer payroll taxes required by law.

22 7. The Court orders the parties to the settlement agreement to perform forthwith
23 each of their obligations as set forth according to its terms.

24 8. Funding: The Gross Settlement Amount, and Defendant Unlimited’s share of
25 payroll taxes will be transmitted to the Administrator no later than sixty (60) days after the
26 Effective Date.

27 9. Effective Date: means the date by which both of the following have occurred: (a)
28 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

10. Distribution of GSA: Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Administrator will also timely remit the employee and employer payroll taxes owed from and on the Individual Class Payments.

11. Individual Class Payment Calculation: The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Class Pay Periods worked by each individual Participating Class Member.

12. Uncashed Checks: For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

13. Class Counsel and the Claims Administrator have used their best efforts to locate class members and to provide them with notice that fully and accurately informs class members of all material elements of the proposed settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the

pendency of the Litigation, their right to object or exclude themselves from the proposed settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

14. No objections to the settlement were filed. Two class members opted out of the settlement and are therefore excluded from the Class Action Release. The names of the members of the Non Participating Class Members who opted out of the settlement and are therefore excluded from the Class Action Release are: Jessica Miao and Wesley Stevenson.

15. Accordingly, Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Court adjudges that Plaintiff and the members of the class as defined above at paragraphs 2 & 3, who have not otherwise opted out are conclusively deemed to have released and discharged Defendants and the released parties from any and all settled claims which are defined as follows:

- a. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the factual allegations contained in the Operative Complaint, for the period January 11, 2019, through March 24, 2024 including, but not limited to claims under California Labor Code sections governing (1) failure to pay overtime wages (including failure to properly calculate the regular rate of pay to those who worked overtime and earned incentive pay); (2) meal period violations (including failure to pay meal period premiums at the regular rate of pay); (3) failure to pay minimum wages (including failure to properly pay reporting time pay); (4) rest period violations (including failure to pay rest period premiums at the regular rate of pay); (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon

1 discharge or resignation; (7) failure to pay wages timely during employment;
2 (8) failure to comply with wage reporting required by the California Labor
3 Code; (9) failure to reimburse business expenses and costs; (10) waiting time
4 penalties; (11) Unfair Competition Law violations; and (12) failure to provide
5 employment records. Except as set forth in Section 5.3 of the Settlement
6 Agreement, Participating Class Members (other than Plaintiff) do not release
7 any other claims, including claims for vested benefits, wrongful termination,
8 violation of the Fair Employment and Housing Act, unemployment insurance,
9 disability, social security, workers' compensation, or claims based on facts
10 occurring after the date the Court grants Plaintiffs Motion for Final Approval
11 of the Settlement.

- 12 b. The Court further adjudges that Plaintiff and the PAGA Aggrieved Employees,
13 as defined in paragraph 3 above, have released and discharged Defendants and
14 the released parties from any and all settled claims which are defined as
15 follows: Release by Non-Participating Class Members And Participating Class
16 Members Who Are Aggrieved Employees: All Non-Participating Class
17 Members, and Participating Class Members who are Aggrieved Employees, are
18 deemed to release, on behalf of themselves and their respective former and
19 present representatives, agents, attorneys, heirs, administrators, successors and
20 assigns, the Released Parties from all claims for PAGA penalties that were
21 alleged, or reasonably could have been alleged, based on the factual allegations
22 contained in the Operative Complaint and the PAGA Notice that occurred
23 during the PAGA Period of February 17, 2021 to March 24, 2024 including,
24 but not limited to California Labor Code sections 201, 202, 203, 204, 206,
25 226(a), 226.7, 226.8, 432, 510, 512(a), 515(a), 558(a), 1174(d), 1174.5,
26 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2753, 2800, 2802, 11050(5)(A),
27 and 11050(4)(C), as to the Aggrieved Employees. Except as set forth in
28 Section 5.1 and Section 5.2 of the Settlement Agreement, Non-Participating

Class Members and Participating Class Members who are Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period of February 17, 2021 to March 24, 2024.

16. The Court bars and permanently enjoins Plaintiff, the Participating Class Members and PAGA Group Members from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims which any class member or aggrieved employee had or has to the extent provided in the settlement agreement.

17. The Parties are ordered to give notice of this order to all class members and Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a copy of this Order on the Settlement Administrators website.

18. The Court hereby orders class counsel to submit both this judgment and the order granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision (l)(3).

19. **The Court hereby orders class counsel to file a final Report re: Distribution of the Settlement Funds to the Court by February 3, 2027. The Court sets a non-appearance case management review for February 17, 2027 at 8:30 a.m., ~~OR for~~ , 2027 at a.m./p.m. in Department 39 at Stanley Mosk Courthouse.**

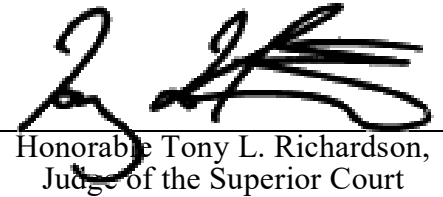
20. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the settlement agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement and to implement the settlement agreement; and (3) the enforcement, construction, and interpretation of the settlement agreement.

1 21. Neither this Order granting final approval and entering Judgment, nor the
2 settlement agreement on which it is based are an admission or concession by any party of any
3 fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or
4 invalidity of any claims in this action or a determination of any wrongdoing by any party. The
5 final approval of the Parties' settlement will not constitute any opinion, position, or
6 determination of this Court, one way or the other, as to the merits of the claims or defenses of
7 any party.

8 22. This Judgment and Order is intended to be a final disposition of the above-
9 captioned action in its entirety, and it is intended to be immediately appealable.

10 IT IS SO ORDERED.

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13 Dated: 02/18/2026



Honorable Tony L. Richardson,
Judge of the Superior Court

PROOF OF SERVICE

Franky Beltran v. Unlimited Enterprises, LLC, et al.
23STCV00639

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Eva Gomez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 801 North Brand Blvd., Suite 1015, Glendale, California 91203. My electronic service address is eva@hbklawyers.com.

On January 27, 2026, I served the following:

1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
2. DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
3. DECLARATION OF CASSANDRA POLITES OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION
4. [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, REPRESENTATIVE ENHANCEMENT AND REQUEST FOR ATTORNEY FEES AND COSTS

on the interested parties by following one of the methods of service as follows:

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(X) BY ELECTRONIC MAIL: I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

[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 January 27, 2026, at Glendale, California.

/s./ Eva Gomez

Eva Gomez