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

RICHARD CABANAS, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

F.R.T. INTERNATIONAL, INC. DBA
FRONTIER LOGISTICS SERVICES, a
California corporation FAIRWAY STAFFING
SERVICES, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV09374

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Elihu M.
Berle, Dept. 6]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: June 25, 2024
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: March 16, 2022
FAC Filed: May 24, 2022
Trial Date: not set

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on June 25, 2024 at 9:00 a.m. in Department 6 of the
3 above-entitled Court, the Honorable Elihu M. Berle presiding. Based on the pleadings on
4 record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to
5 Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is
6 GRANTED.

7 The Court approves the PAGA Settlement Agreement ("Settlement") entered into by
8 Plaintiff Richard Cabanas ("Plaintiff") and Defendant F.R.T. International, Inc. dba Frontier
9 Logistics Services ("Frontier") and Defendant Fairway Staffing Services ("Fairway Staffing",
10 and collectively with Frontier, "Defendants", and together with Plaintiff, the "Parties"), which
11 is attached to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion to Approve
12 PAGA Settlement as Exhibit A, and hereby ORDERS as follows:

13 1. Defendants shall pay the Gross Settlement Amount of \$100,000.00 according to the
14 terms of the Settlement.

15 2. The Net Settlement Amount means the Gross Settlement Amount minus the
16 following: (a) \$33,333.33 allocated to Attorneys' Fees; (b) \$19,448.28 allocated to litigation costs;
17 (c) \$9,750.00 allocated to Settlement Administrator Costs; and (d) \$7,500.00 allocated to Plaintiff
18 as a Service Award.

19 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of
20 Attorneys' Fees in the amount of Thirty Three Thousand Three Hundred
21 Thirty Three Dollars and Thirty Three Cents (\$33,333.33), to be paid from
22 the Gross Settlement Amount.

23 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of
24 litigation costs in the amount of Nineteen Thousand Four Hundred Forty
25 Eight Dollars and Twenty Eight Cents (\$19,448.28), to be paid from the
26 Gross Settlement Amount.

27 (c) The Court approves payment to the Settlement Administrator, Phoenix
28 Settlement Administrators, for its reasonable costs and fees to administer the

Settlement, not to exceed Nine-Thousand Seven-Hundred-Fifty Dollars and Zero Cents (\$9,750.00), to be paid from the Gross Settlement Amount.

(d) The Court approves Seven-Thousand Five-Hundred Dollars and Zero Cents (\$7,500.00) to be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and representative for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” is defined as the period from March 16, 2021 to the date of approval of the PAGA settlement.

5. The “PAGA Employees” or “Aggrieved Employees” are defined as all non-exempt employees who were placed by Fairway Staffing to work at Frontier, in the state of California, and worked at any time from March 16, 2021 through the date of approval of the PAGA settlement. The PAGA Employees are bound by the release outlined in Paragraph 5.2 of the Settlement Agreement.

6. “Effective Date” means the date by which the following have occurred: (a) the Settlement Agreement having been signed by the Parties, PAGA Counsel, and Defendants’ Counsel; (b) the Court having entered the Order and Judgment; and (c) Plaintiff’s service to Defendants of Notice of the Court’s Entry of the Order and Judgment approving the PAGA Settlement.

7. The Court directs Defendants to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

8. The amount of each Aggrieved Employee’s Individual PAGA Payment will be calculated as follows: (a) the Settlement Administrator will divide the amount of the Aggrieved Employees’ share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) the Settlement Administrator will multiply the result in Part A by each Aggrieved Employee’s PAGA Period Pay Periods.

1 9. The Court directs the Parties and the Settlement Administrator to carry out the terms
2 of the Settlement.

3 10. Under California Code of Civil Procedure section 664.6, the Court retains
4 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
5 terms.

6 11. Plaintiff's counsel shall submit a copy of this Order to the LWDA.

7 12. The above-referenced action and all claims asserted by Plaintiff individually and in
8 a representative capacity are hereby dismissed with prejudice.

9 13. Plaintiff shall give notice.

10 DATE:

Honorable Hon. Elihu M. Berle,
Los Angeles County Superior Court

PROOF OF SERVICE

Cabanas v. F. R. T. International, Inc. dba Frontier Logistics Services, et al.
22STCV09374

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, 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 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

On **May 30, 2024**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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FRONTIER LOGISTICS SERVICES

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Attorneys for Defendant
FAIRWAY STAFFING SERVICES

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed on **May 30, 2024** at Los Angeles, California.



Rebecca Padilla