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FILED
Superior Court of California
County of Los Angeles

09/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

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

CARMEN BUSTAMANTE, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

PACTRACK, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 22STCV09868

CLASS AND REPRESENTATIVE ACTION

[Hon. Kenneth R. Freeman, Dept. 14]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Kane Moon, (3) the
Declaration of Plaintiff (4) the Declaration of
Taylor Mitzner, and (5) [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: September 19, 2024

Time: 10:00 a.m.

Dept.: 14

Action Filed: March 21, 2022

Trial Date: Not set

1 **FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On April 8, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and PAGA Action Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Carmen Bustamante ("Plaintiff") and Defendant
8 PacTrack, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties'
9 Amended and Restated Joint Stipulation of Class and PAGA Action Settlement Agreement (the
10 "Settlement"). The Settlement was attached as **Exhibit 3** to the Declaration of Kane Moon in Support
11 of the Court Ordered Further Briefing in Support of Plaintiff's Motion for Preliminary Approval of
12 Class and PAGA Action Settlement that was filed on April 4, 2024.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class and PAGA Action
14 Settlement, including a motion for payment of Class Counsel Fees Payment and Class Counsel
15 Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and
16 PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and
17 adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed]
18 Final Approval Order.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Final Approval Order, refers to all terms and
25 definitions as set forth in the Settlement.

26 2. Plaintiff's Motion for Final Approval came before Department 14 of this Court, the
27 Honorable Kenneth R. Freeman presiding, on September 19, 2024.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
9 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
10 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following Class (the “Class
12 Members” or “Settlement Class”): All current and former hourly-paid, non-exempt employees of
13 Defendant in the State of California who worked for Defendant during the Class Period. The “Class
14 Period” is January 1, 2021 through June 21, 2023. Excluded from the Settlement Class are all Class
15 Members who submit a valid and timely Request for Exclusion from the Settlement pursuant to the
16 instructions provided in the Class Notice.

17 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
18 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
19 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
20 from the Settlement do not apply to the Released PAGA Claims.

21 6. The Released PAGA Claims shall bind the following (“Aggrieved Employee”): All
22 current and former hourly-paid, non-exempt employees of Defendant in the State of California who
23 worked for Defendant during the PAGA Period. The “PAGA Period” is March 12, 2021 through
24 June 21, 2023.

25 7. The Court finds that the settlement of Plaintiff’s claim under the Private Attorneys
26 General Act, Labor Code §§ 2698, *et seq.* (“PAGA”) is fair and reasonable. The Court further finds
27 evidence that Plaintiff has notified the California Labor and Workforce Development Agency
28 (“LWDA”) of the Settlement, provided a copy of the Settlement to the LWDA, and that the LWDA

1 has not objected or asserted any opposition thereto.

2 8. The deadline to submit a Request for Exclusion or to submit written objections to the
3 Settlement was July 8, 2024.

4 9. No Requests for Exclusion were received. Accordingly, all 762 Class Members
5 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

6 10. The Court finds that a full opportunity has been afforded to Class Members to object
7 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
8 opportunity to object to the Settlement. No written objections were received, and no Class Members
9 appeared at the Final Approval Hearing to present any objections.

10 11. The Notice of Class and PAGA Action Settlement (the “Class Notice”), which was
11 attached as Exhibit A to the Settlement and provided to the Class pursuant to the plan for distribution
12 described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the
13 California Rules of Court, and constituted the best notice practicable under the circumstances, by
14 providing individual and adequate notice of the proceedings and of the matters set forth therein to
15 Class Members. The Class Notice fully satisfied the requirements of due process and provided the
16 Class Members with adequate instructions and a variety of means to obtain additional information.

17 12. Release of Claims. Effective on the date when Defendant fully funds the entire Gross
18 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
19 Class Payments Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel
20 will release claims against all Released Parties as follows (Settlement, ¶ 6.):

21 a. Released Parties. “Released Parties” means Defendant and each of its current and
22 former directors, officers, shareholders, owners, members, managing agents, attorneys,
23 insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, Amazon Logistics,
24 Inc. and Amazon.com Services LLC (formerly Amazon.com Services, Inc. d/b/a Amazon)
25 (including its parent corporation and any affiliated corporations, its owners, officers, directors,
26 stockholders, managers, agents, employees, and representatives). (*Id.* at ¶ 1.42.)

27 b. General Release by Plaintiff. Plaintiff and her respective former and present
28 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns

1 waives, releases, acquits, and forever discharges the Released Parties from any and all claims,
2 actions, charges, complaints, grievances, and causes of action, of whatever nature, whether
3 known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this
4 Agreement. This includes, but is not limited to, any and all tort claims, contract claims, wage
5 claims, wrongful termination claims, disability claims, benefit claims, public policy claims,
6 retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion
7 of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all
8 claims arising under any federal, state or other governmental statute, law, regulation or
9 ordinance, including any claims arising under the Fair Employment and Housing Act (FEHA),
10 Labor Code (including but not limited to claims under the PAGA), Wage Orders of
11 California's Industrial Welfare Commission, other state wage and hour laws, Americans with
12 Disabilities Act, Age Discrimination in Employment Act (ADEA), Employee Retirement
13 Income Security Act, Title VII of the Civil Rights Act of 1964, Family Rights Act, Family
14 Medical Leave Act, Whistleblower Protection Act, Business & Professions Code sections
15 17200, et seq., and any and all claims arising under any federal, state or other governmental
16 statute, law, regulation or ordinance, and all claims that were, or reasonably could have been,
17 alleged, based on the facts contained, in the Operative Complaint and the PAGA Notice
18 ("Plaintiff's Release"). Plaintiff further covenants that she will not become a member of any
19 other legal actions against the Released Parties asserting any of Plaintiff's Released Claims,
20 and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete
21 and general release to the maximum extent permitted by law. (*Id.* at ¶ 6.1.)

22 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
23 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
24 provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code,
25 which reads: A general release does not extend to claims that the creditor or releasing
26 party does not know or suspect to exist in his or her favor at the time of executing the
27 release and that, if known by him or her, would have materially affected his or her
28 settlement with the debtor or Released Party. (*Id.* at ¶ 6.1.1.)

1 c. Participating Class Members' Release. All Participating Class Members, on behalf
2 of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, release Released Parties from any causes of action,
4 claims, wages, premiums, damages, or interest alleged or that could have been alleged against
5 Released Parties arising out of the facts, circumstances, and primary rights at issue in the
6 PAGA Notice and Operative Complaint and any amendments during the Class Period,
7 including claims for (1) failure to pay minimum wages, including claims for the failure to pay
8 for all time worked; (2) failure to pay overtime compensation, including double-time wages
9 and the failure to include non-discretionary bonus and incentive compensation in the regular
10 rate of pay for purposes of overtime and double-time; (3) failure to provide, authorize, permit
11 and/or make available meal and rest periods, including failure to pay meal and rest period
12 premiums at the regular rate of pay; (4) failure to indemnify necessary business expenses; (5)
13 failure to pay full wages when due and waiting time penalties; (6) failure to provide accurate
14 itemized wage statements and maintain accurate payroll records; and (7) unfair business
15 practices under California's Unfair Competition Law.; and (8) any claims for statutory or civil
16 penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other
17 costs, expenses, restitution, and equitable and declaratory relief based on the same facts
18 alleged in the Action. (*Id.* at ¶ 6.2.)

19 1) Participating Class Members do not release any other claims, including
20 claims for vested benefits, wrongful termination, violation of the Fair Employment and
21 Housing Act, unemployment insurance, disability, social security, workers'
22 compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 6.2.1.)

23 d. Aggrieved Employees' Release. All Aggrieved Employees, on behalf of
24 themselves, the LWDA, the State of California, and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
26 Released Parties from any penalties (civil or statutory) or interest alleged or that could have
27 been alleged against Released Parties arising out of the facts, circumstances, and primary
28 rights at issue in the PAGA Notice and Operative Complaint and any amendments during the

1 PAGA Period, including claims for violations of Labor Code sections 201, 202, 203, 210, 226,
2 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, 2698, and 2699 et seq.
3 and sections of the applicable Wage Orders, as well as any and all claims for attorneys' fees,
4 litigation costs, and interest allocated to those claims in the Action. (*Id.* at ¶ 6.3.)

5 13. The Parties shall bear their own respective attorneys' fees and costs, except as
6 otherwise provided for in the Settlement and approved by the Court.

7 14. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
8 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
9 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
10 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
11 shares in accordance with the terms of the Settlement.

12 15. Defendant is ordered to fully fund the GSA (**\$160,000.00**), and also fund the amounts
13 necessary to fully pay its employer's share of payroll taxes, by transmitting the funds to the
14 Administrator 30 days after the date of Final Approval.

15 16. Within fourteen (14) calendar days after Defendant funds the GSA, the Administrator
16 shall disburse, in the amounts approved by the Court as provided below, the following payments: (1)
17 the Class Counsel Fees Payment; (2) the Class Counsel Expenses Payment; (3) the Class
18 Representative Service Payment; (4) Administration Expenses Payment; (5) the LWDA PAGA
19 Payment; and (6) the 25% share of the PAGA Penalties payable to Aggrieved Employees in
20 Individual PAGA Payments. The remainder shall be distributed to Participating Class Members in
21 Individual Class Payments.

22 17. A total amount of \$16,000.00 shall be allocated as the "PAGA Penalties," payable
23 from the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75%
24 (**\$12,000.00**) to the LWDA (the "LWDA PAGA Payment") and 25% (**\$4,000.00**) to Aggrieved
25 Employees.

26 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
27 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
28 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved

1 Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00**
2 (the “Class Representative Service Payment”), payable from the GSA, for her role and service as the
3 Class Representative, for the risks and work attendant to that role, and for her general release of
4 claims and waiver of section 1542 rights.

5 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
6 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
7 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
8 adequately represented Class interests. The Court approves and orders the payments to Class
9 Counsel, payable from the GSA, of **\$53,333.33** for reasonable attorneys’ fees (“Class Counsel Fees
10 Payment”), and of **\$22,459.82**, for reimbursement of out-of-pocket costs (“Class Counsel Expenses
11 Payment”). The Court finds that these amounts are reasonable considering the benefits provided to
12 the Class.

13 20. The Court confirms the appointment of Phoenix Settlement Administrators. as the
14 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
15 the payment to the Administrator of **\$11,500.00** (“Administration Expenses Payment”), payable from
16 the GSA, for settlement administration.

17 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
18 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
19 transmit those amounts to the California State Controller’s Unclaimed Property Fund in the name of
20 each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement
21 check prior to the void date.

22 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
23 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
24 on its website for no less than ninety (90) calendar days following entry thereof.

25 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
26 final disposition of the Action in its entirety and are intended to be immediately appealable.

27 24. The obligations set forth in the Settlement are deemed part of this Final Approval
28 Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry

1 out the Settlement according to its terms and provisions.

2 25. Following entry of the concurrently filed Judgment, and without affecting the finality
3 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
4 continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
5 enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
6 addressing such post-Judgment matters as are permitted by law.

7 26. The Settlement is finally approved but is not an admission by Defendant of the
8 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
9 law. Neither the Settlement nor any related document shall be offered or received in evidence in
10 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
11 necessary to consummate or enforce the Settlement.

12 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on ^{October}~~July~~
13 24, 2025 at 4 00 ~~a.m.~~/p.m. in Department 14. Class Counsel are ordered to file a final report
14 and declaration by the Settlement Administrator regarding settlement distribution no later than ^{noon}~~five~~
15 ~~on 10/22/2025.~~
~~(5) court days prior to the Compliance Hearing.~~ No appearance will be required at the Compliance
16 Hearing if the Settlement Administrator's declaration reports that all the distributions under the
17 Agreement are complete.

18 **IT IS SO ORDERED.**

19 DATE: 09/19/2024



20 THE HON. KENNETH R. FREEMAN
21 Judge of the Superior Court, Los Angeles County
22 Kenneth R. Freeman/Judge
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