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FILED
Superior Court of California
County of Los Angeles

12/11/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JEROME BURWELL, an individual, on
behalf of himself, others similarly situated,
other aggrieved employees, and the State of
California,
Plaintiff,

vs.

GRAVITY HILL LOGISTICS LLC, a
California limited liability company;
JERMAINE LEE, an individual; and DOES 1
through 10 inclusive,
Defendants.

Case No. 22PSCV00654

Assigned for All Purposes to:
Hon. Lawrence P. Riff
Dept. 7

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 11, 2023
Time: 10:00 a.m.
Dept.: 7

Action Filed: June 28, 2022
Trial Date: None Set

~~PROPOSED~~ ORDER

WHEREAS, the above-entitled action is pending before this Court (the “Action”).

WHEREAS, Plaintiff Jerome Burwell (“Plaintiff”), individually and on behalf of all others similarly situated, the aggrieved employees, and the State of California, applied to this Court for an order preliminarily approving the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”) entered into by Plaintiff and Defendants Gravity Hill Logistics LLC and Jermaine Lee (“Defendants”) (Plaintiff and Defendants are referred to hereafter as, the “Parties”), which sets forth the terms and conditions for a proposed settlement of class and representative PAGA (defined below) claims.

WHEREAS, the Court granted Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Motion”) and entered the Order Granting Preliminary Approval on August 29, 2023 (“Preliminary Approval Order”).

WHEREAS, the Settlement provides for a release of claims of all members of the “Class” (*i.e.*, “Class Members”) and all “Aggrieved Employees” as those terms are defined in the Settlement, the Preliminary Approval Order, and herein.

WHEREAS, pursuant to the Preliminary Approval Order, the Class Notice was mailed to Class Members by first-class mail and the deadline for Class Members to dispute their settlement payment calculations and submit written objections or opt-out requests expired on December 5, 2023.

WHEREAS, Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement (“Final Approval Motion”) came on for hearing before the Court pursuant to Rule 3.769 of the California Rules of Court, the Preliminary Approval Order, and the Settlement.

WHEREAS, the Court has considered Plaintiff’s unopposed Preliminary Approval Motion and all briefing filed in support thereof, the instant unopposed Final Approval Motion, all supporting declarations and papers filed therewith, the records on file herein, and oral arguments presented at the hearing.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiff’s Final Approval Motion is GRANTED.

2. This Order incorporates the definitions in the Settlement attached as Exhibit 1 to the Declaration of David Alami in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, filed on November 15, 2023, and they shall have the same meaning in this Order.

3. The Class Notice mailed by Phoenix Class Action Administration Solutions ("Settlement Administrator") informed the Class Members of (a) the material terms of the Settlement; (b) their right to receive an Individual Settlement Payment and right to dispute the calculations provided in the Class Notice; (c) the right of only Class Members to comment on or object to the Settlement; (d) the right of only Class Members to request exclusion from the Settlement and pursue their own remedies; (e) the deadline for Class Members to submit written objections or opt-out requests, which was December 5, 2023 and (f) the right of Class Members to appear in person at the final approval hearing to be heard regarding approval of the Settlement.

4. The notice procedure advised Class Members of their rights under the Settlement, provided adequate time for Class Members to consider those rights, and served as the best notice procedure practicable, thereby satisfying the requirements of due process.

5. The Court finds that there were zero (0) written objections to the Settlement submitted by the Class, and no indication from any Class Member of his or her intent to appear before the Court. The response of the Class provides a further basis for the Court to make an informed ruling regarding the appropriateness of granting final approval of the Settlement.

6. The Court finds that the terms set forth in the Settlement are fair, reasonable, and adequate. The Court finds further that the Parties conducted sufficient investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action. The Court directs the Parties to effectuate the Settlement according to its terms having found that the Settlement was reached as a result of informed and non-collusive arms'-length negotiations facilitated by a neutral mediator. Thus, the Court orders Defendant to pay all amounts due under and in accordance with the terms of the Settlement.

7. With respect to the Class and for purposes of approving this Settlement only, the

1 Court finds that: (a) the members of the Class are ascertainable and so numerous that joinder of all
2 members is impracticable; (b) there are questions of law or fact common to the Class, and there is
3 a well-defined community of interest among the Class Members with respect to the subject matter
4 of the Action; (c) the claims of Plaintiff are typical of the claims of the Class; (d) Plaintiff has fairly
5 and adequately protected the interests of the Class; (e) a class action is superior to other available
6 methods for an efficient adjudication of this controversy; and (f) the counsel of record for Plaintiff,
7 *i.e.*, Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative
8 capacities on behalf of the Class.

9 8. Accordingly, solely for purposes of effectuating the Settlement and as stated in the
10 Preliminary Approval Order, the Court hereby conditionally certifies the following Class for
11 settlement purposes only: all non-exempt employees employed by Defendant at any time between
12 October 9, 2020 to March 8, 2023. The Court deems this definition sufficient for purposes of
13 California Rules of Court, Rule 3.765(a).

14 9. The Court finds that zero (0) individuals submitted timely requests to be excluded
15 as Class Members under the Settlement.

16 10. The Court finds that the Individual Settlement Payments to be paid to Participating
17 Class Members as provided for by the Settlement are fair and reasonable. The Court approves these
18 payments and orders that such amounts be paid to Participating Class Members in accordance with
19 the Settlement.

20 11. The Settlement provides for the settlement and release of claims for civil penalties
21 and other remedies under the California Private Attorneys General Act of 2004, codified at
22 California Labor Code section 2698, *et seq.* (“PAGA”). A PAGA settlement does not need to satisfy
23 the requirements for class certification, but pursuant to Labor Code § 2699(1)(2), the Court must
24 review and approve any proposed settlement of PAGA claims. The Court recognizes that the
25 Settlement allocates a share of the Net Settlement Amount for the resolution of these claims. Thus,
26 for purposes of settlement of the Released PAGA Claims, the Court confirms that “Aggrieved
27 Employees” include the following: all non-exempt employees employed by Defendant at any time
28 between April 20, 2021 to March 8, 2023.

1 12. The Court finds that payment to the California Labor and Workforce Development
2 Agency of \$3,750 and payment to the Aggrieved Employees of \$1,250 for their respective shares
3 of the settlement of the Released PAGA Claims is fair, reasonable, and appropriate. The Court
4 approves and orders payment of these amounts in accordance with the Settlement.

5 13. The Court hereby confirms Plaintiff Jerome Burwell as the Class Representative.
6 The Court finds that an Enhancement Payment to the Class Representative of \$10,000, is fair and
7 reasonable. The Court hereby orders payment of these amounts to the Class Representative in
8 accordance with the Settlement.

9 14. The Court hereby confirms David Alami and Shaheen Anthony Etemadi of Alami
10 Law Group as Class Counsel. Pursuant to the terms of the Settlement, and the authorities, evidence,
11 and arguments submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
12 in the amount of \$55,000 and litigation costs of \$13,320.74. The Court finds these amounts to be
13 fair and reasonable in light of the common fund created for the benefit of the Class Members. The
14 Court orders that these amounts be paid to Class Counsel in accordance with the terms of the
15 Settlement. The difference between the amounts approved in the Preliminary Approval Order and
16 the amounts approved in this Order shall be reallocated and distributed as provided for in the
17 Settlement.

18 15. The Court hereby confirms Phoenix Class Action Administration Solutions as the
19 "Settlement Administrator." The Court finds that the expense of \$7,250 for the Settlement
20 Administrator's services in administering the Settlement is fair and reasonable. The Court approves
21 this amount and directs that payment be made in accordance with the Settlement.

22 16. The Court finds that payment of any unclaimed residue of the common fund to the
23 California Unclaimed Property Fund maintained by the California State Controller's Office
24 satisfies the requirements of California Code of Civil Procedure section 384.

25 17. The checks issued for Individual Settlement Payments shall be valid for one hundred
26 eighty (180) days from the date of issuance. Upon the expiration of the check-cashing period, the
27 Settlement Administrator will tender any funds from uncashed checks or other cash residue to the
28 California State Controller's Unclaimed Property Fund in accordance with California's Unclaimed

1 Property Law, codified at California Code of Civil Procedure section 1500, *et seq.*

2 18. A Final Accounting Hearing shall be held before the Court, in Department 7, on
3 April 29, 2024 at 10:00 a.m. ~~a.m. / p.m.~~

4 19. Upon the completion of the administration of the Settlement, the Settlement
5 Administrator will provide a declaration of such completion to the Court and counsel for the Parties.
6 The declaration shall describe: (i) the dates that checks were mailed or payments made; (ii) the total
7 number of checks mailed to Participating Class Members; (iii) the total amount of those checks;
8 (iv) the number of checks that remain uncashed; (v) the total value of those uncashed checks; and
9 (vi) the estimated date of disposition of the unclaimed funds. The declaration shall be filed with the
10 Court at least five (5) court days before the Final Accounting Hearing.

11 20. Except as otherwise provided in this Order awarding Class Counsel's attorneys' fees
12 and litigation costs and in the Settlement, the Parties will bear their own attorneys' fees and costs.

13 21. Notwithstanding the matters addressed herein, all other terms and provisions of the
14 Settlement are hereby ordered to be consummated.

15 22. Nothing in this Order shall preclude any action to enforce the Parties' obligations
16 under the Settlement or under this Order.

17 23. Jurisdiction is hereby retained over this Action, the Parties to the Action, each of the
18 Class Members for all matters relating to this Action (but only as necessary with respect to those
19 Class Members who requested to be excluded and not bound by any judgment entered herein), and
20 the Settlement, including (without limitation) all matters relating to the administration,
21 interpretation, effectuation, and/or enforcement of this Settlement and this Order.

22 24. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator
23 shall give notice to the Class of the entry of this Order, and any final judgment entered in this
24 Action, by posting it on its website.

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IT IS SO ORDERED.

12/11/2023

Dated: _____



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is positioned above the printed name.

Lawrence P. Riff/Judge

Hon. Lawrence P. Riff
Judge of the Superior Court

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