

1 Brian J. Mankin, Esq. [CSB No. 216228]
2 Peter J. Carlson, Esq. [CSB No. 295611]
3 Fernandez & Lauby LLP
4 4590 Allstate Drive
5 Riverside, CA 92501
6 Tel: (951) 320-1444
7 Fax: (951) 320-1445
8 bjm@fernandezlauby.com

9 Attorneys for Plaintiffs, Individually, and on Behalf of the State of California and Aggrieved
10 Employees

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

RUBY CORONADO, CINDY JANTES,
and ANGELICA JANTES, individually,
and on behalf of all similarly situated
current and former employees;

Plaintiffs,

vs.

GLOBAL ONE LOGISTICS, a California
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 04 2018

BY Kimberly Reynolds
KIMBERLY REYNOLDS, DEPUTY

Case No.: CIVDS 1606686

[Assigned for all purposes to the Hon. Gilbert
Ochoa, Dept. S33]

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT AND
JUDGMENT ENTERED THEREON**

Hearing

Date: December 4, 2018

Time: 8:30 a.m.

Dept.: S33

Complaint Filed: April 29, 2016

1 The Motion to Approve the Settlement in accordance with Labor Code § 2699(1)(2) of the
2 Private Attorneys General Act of 2004 (“PAGA”) came before this Court on a regularly noticed
3 motion.

4 Plaintiffs’ Complaint contains causes of action under the PAGA based on alleged
5 violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 224, 226, 226.3, 510,
6 558, 1174, 1174.2, 1174.5 and 1194, and the applicable Industrial Welfare Commission Wage
7 Order §§ 3(A), 4, 11 and 12. Plaintiffs’ Complaint seeks civil penalties on behalf of the State of
8 California and other similarly situated aggrieved employees (the “Aggrieved Employees”), as
9 authorized by PAGA, in relation to alleged violations of those predicate statutes on behalf of all
10 non-exempt employees of Defendant Global One Logistics, Inc., in California who were
11 employed at any time between April 29, 2015, and June 25, 2018, and who received at least one
12 wage statement from Defendant during that time period.

13 The Court, having considered the Settlement, including proposed PAGA penalties,
14 embodied in the Stipulation of Settlement and Release and Amendment to Stipulation of
15 Settlement and Release (collectively, the “Settlement Agreement”) between Plaintiffs Ruby
16 Coronado, Cindy Jantes, and Angelica Jantes and Defendants, pursuant to Labor Code §
17 2699(1)(2), having considered the papers filed in support of the Motion and the arguments of
18 counsel, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

19 1. In a settlement of a PAGA action brought by an aggrieved employee, the Court
20 “shall review and approve any settlement of any civil action filed pursuant to this part.” Cal.
21 Lab. Code § 2699(1)(2).

22 2. The Court finds that the instant Action presented a good faith dispute of the claims
23 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of
24 the PAGA Employees alleged that Defendant: (1) Failed to Pay Overtime Wages; (2) Failed to
25 Provide Rest Breaks; (3) Failed to Timely Pay Wages; (4) Failed to Provide Accurate Itemized
26 Wage Statements; which include claims for alleged violations of California Labor Code §§ 201,
27 202, 203, 204, 210, 218.6, 221, 224, 226, 226.3, 510, 558, 1174, 1174.2, 1174.5 and 1194, and
28 2699 *et seq.* to the extent they arise out of the underlying Labor Code claims against Defendant

1 (the "Released Claims").

2 3. The Court approves the Settlement of the above-captioned action, as set forth in
3 the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and
4 adequate. The Settling Parties are directed to perform in accordance with the terms set forth in
5 the Settlement Agreement, including that Defendant is directed to make payments in accordance
6 with the Settlement Agreement, by and through the Settlement Administrator.

7 4. By this Judgment, Plaintiffs shall release, relinquish, and discharge, and each of
8 the Aggrieved Employee shall be deemed to have, and by operation of the Judgment shall have,
9 fully, finally, and forever released, relinquished, and discharged all Released Claims, as defined
10 in the Settlement Agreement, for the period of April 29, 2015, and June 25, 2018. The Parties
11 are to bear their own costs, except as otherwise provided in the Settlement Agreement.

12 5. In accordance with the Settlement Agreement, Defendant agreed to pay \$140,000
13 (the "Settlement Amount"), inclusive of payments to the LWDA and Aggrieved Employees,
14 attorneys' fees and litigation costs, Plaintiffs/Claimants Individual Settlements, as well as
15 Administrator costs. As part of the Settlement, Plaintiffs' Counsel sought an award of attorney's
16 fees of \$69,000, litigation expenses of \$8,000 and a payment of \$4,000 to the Settlement
17 Administrator, Phoenix, and payments totaling \$23,000 to the Plaintiffs/Claimants for their
18 Individual Settlement Amounts. Defendants do not oppose these requests and are directed to
19 issue these payments, pursuant to the Settlement Agreement. The Court finds that the Settlement
20 Amount is fair, reasonable and adequate, and approves each of these payments set from the
21 Settlement Amount. The Court directs Defendants to fund the Settlement Amount in accordance
22 with the Settlement Agreement.

23 6. After deducting the foregoing payments, the remainder of approximately \$36,000
24 shall form the PAGA Penalties. The PAGA Penalties will be allocated pursuant to Labor Code §
25 2699(i), whereby 75 percent (\$27,000) will be paid to the LWDA, and the remaining 25 percent
26 (\$9,000) will be paid to the Aggrieved Employees in an equal share, as set forth in the Settlement
27 Agreement. The Court approves these payments and directs the Settlement Administrator to
28

1 issue checks to the LWDA and Aggrieved Employees, along with the Notice Letter, as set forth
2 Settlement Agreement.

3 7. Defendant or any of the Defendant's Released Parties may file the Settlement
4 Agreement and/or the Judgment from this Action in any other action that may be brought against
5 it or them in order to support a defense or counterclaim based on principles of *res judicata*,
6 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of
7 claim preclusion or issue preclusion or similar defense or counterclaim.

8 8. The rest break claim, as alleged in the operative complaint, is ordered decertified
9 pursuant to the terms of the Settlement Agreement. The Class Action Claims on behalf of the
10 putative class, as alleged in the operative complaint, are dismissed without prejudice.

11 9. The following dates shall govern for purposes of this implementing this
12 Order/Judgment:

13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	December 4, 2018	Settlement is approved, the final Order is entered and the Effective Date occurs.
	December 20, 2018	Defendant shall issue the payment to Plaintiffs' Counsel in the amount of \$50,000 for Plaintiffs/Claimants Individual Settlement Amounts, Plaintiffs' Counsel's litigation costs, and \$19,000 to attorneys fees.
	July 1, 2019	Defendants to issue the second payment to Plaintiffs' Counsel in the amount of \$50,000 for the balance of Plaintiffs' Counsel's attorneys fees.
	September 1, 2019	Defendants to issue payment in the amount of \$40,000 to the Settlement Administrator for PAGA Penalties and administration costs.
	September 11, 2019	Settlement Administrator to issue checks to the LWDA, Aggrieved Employees and pay itself for administration costs.
	January 9, 2020	Deadline for Aggrieved Employees to cash settlement checks.

10. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

Dated: 12-4-18

JOHN M. TOMBERLIN

~~Hon. Gilbert Ochoa~~