

FILED
Superior Court of California
County of Los Angeles
10/29/2024

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Matthew A. Haulk (SBN 272457)
Email: mhaulk@hemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiffs
MIGUEL QUIROZ and AGUSTIN MARIN GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

MIGUEL QUIROZ, and AGUSTIN
MARIN GONZALEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

WESTERN MERCHANDISE EXPRESS,
INC., a California Corporation; and DOES
1 through 100,

Defendants.

CASE NO.: 22STCV21549
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Lawrence P. Riff, Dept. 7*

[PROPOSED] FINAL JUDGMENT

1 Plaintiffs Miguel Quiroz and Agustin Marin Gonzalez (“Plaintiffs) Motion for Final
2 Approval of Class Action Settlement and for Attorney’s Fees and Costs (“Motion for Final
3 Approval”) came on for hearing on October 29, 2024 at 10:00 a.m. in Department 7 of the above
4 captioned court before the Honorable Lawrence P. Riff. The court granted the Motion and finally
5 approved the class action settlement as set forth in the First Amended Class Action and PAGA
6 Settlement Agreement and Class Notice (“Settlement” or “Agreement”).

7 **NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED** that:

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as follows:

10 All persons driving under the authority of Defendant Western Merchandise
11 Express, Inc. (“WMX”) in California and classified as an independent contractor,
12 who worked for WMX during the Class Period, from January 1, 2020, through May
13 18, 2023.

14 2. All persons who meet the foregoing definition are Class Members and
15 Participating Class Members.

16 3. Effective on the date when Defendant WMX Merchandise Express, Inc.
17 (“Defendant”) fully funds the entire Gross Settlement Amount and funds all employer payroll tax
18 owed on the wage portion of the Class Payments, each Class Member, each Aggrieved Employee,
19 and the State of California and the Labor and Workforce Development Agency (“LWDA”) will be
20 subject to and bound by the releases set forth in the Agreement as against Defendant and Released
21 Parties, as those terms are defined in the Agreement and as set forth below:

22 1.4 “Aggrieved Employee” means a person driving under the authority of WMX in
23 California and classified as an independent contractor, who worked for WMX
24 during the PAGA period.

25 1.32. “PAGA Period” means the period from September 8, 2021, through May 18,
26 2023.

27 1.34. “PAGA Notice” means Plaintiffs’ September 8, 2022, letter to WMX and the
28 LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.42 “Released Parties” means WMX and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

5.2. Release by All 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 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period”

5.3. Release by Aggrieved Employees, Including Non-Participating Class Members: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action

4. This Court hereby grants final approval for and awards the following amounts, all to be paid from the Gross Settlement Amount: (i) \$200,000 for the Class Counsel attorney’s fee award comprised of one-third of the Gross Settlement Amount, and litigation expenses in the amount of \$10,068.67; (ii) an enhancement award to Plaintiff Miguel Quiroz of ^{\$10,000}~~\$15,000~~; (iii) an enhancement award to Plaintiff Agustin Marin Gonzalez of ^{\$7,500}~~\$15,000~~; (iv) Administrator expense payment of \$10,000 to ILYM Group, Inc.; and (v) \$22,500 (75% of the PAGA Settlement) to the Labor and Workforce Development Agency (“LWDA Payment”).

5. Plaintiffs shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(1)(3).

6. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits, pursuant to Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 10/29/2024

By:  
Lawrence P. Riff / Judge
Hon. Lawrence Riff
Judge of the Superior Court