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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**

12 GILBERT PARAMO and ROSEMARIE
13 SANTOS, as individuals and on behalf of
14 all others similarly situated,

15 Plaintiffs,

16 vs.

17 WEEE LOGISTICS INC., a Delaware
18 corporation; WEEE! INC., a Delaware
19 corporation; WEEE! LOGISTICS LLC, a
20 Delaware limited liability company; and
21 DOES 1 through 50, inclusive,

22 Defendants.

Case No.: STK-CV-UOE-2023-0001129

(Assigned to the Honorable Jayne Lee, Dept.
10C)

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

Date: December 6, 2024

Time: 9:00 a.m.

Dept.: 10C

Complaint Filed: February 9, 2023

FAC Filed: August 1, 2023

Trial Date: None Set

1 Plaintiffs Gilbert Paramo and Rosemarie Santos (together, “Plaintiffs”) and the settling
2 Defendants Weee! Logistics LLC (formerly known as Weee! Logistics, Inc.), Weee! Logistics
3 Inc., Weee! Inc., and Staffing Agencies as identified in Addendum A to the Settlement
4 Agreement¹ (together with Plaintiffs, the “Parties”) have entered into the Joint Stipulation of
5 Class Action Settlement and the Stipulation to Amend Definitions of Settlement Class and
6 PAGA Settlement Group (together, the “Settlement Agreement”) to settle the above-captioned
7 class action subject to the Court’s approval (the “Settlement”).

8 This matter is now before the Court on Plaintiffs’ Motion for Final Approval of Class
9 Action Settlement, including approval of Service Awards for the Class Representatives and Class
10 Counsel’s application for attorneys’ fees and costs. The Court has read, heard, and considered
11 all the pleadings and documents submitted, and the presentations made in connection with the
12 Motion which came on for hearing on December 6, 2024.

13 **I. BACKGROUND**

14 On August 1, 2023, Plaintiffs filed the operative First Amended Complaint in the
15 Superior Court of the State of California, County of San Joaquin on behalf of themselves and all
16 similarly situated employees. On September 19, 2023, Plaintiffs filed amendments to the First
17 Amended Complaint adding the staffing agencies Connect Staffing, Inc., MDRN Staffing Inc.,
18 Partners Personnel – Management Services, LLC, and SkillSet Group LLC as named
19 Defendants.

20 The First Amended Complaint asserted claims for: (1) failure to pay wages in violation of
21 Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code § 226.7;
22 (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code § 226(a); (5) violation
23 of Labor Code § 2802; (6) violation of Business and Professions Code § 17200, *et seq.*; and (7)
24 violation of Labor Code § 2698, *et seq.* Specifically, Plaintiffs alleged that Defendants failed to
25 pay all regular, minimum, and overtime wages owed at the time due and upon separation of
26

27 ¹ The Staffing Agencies as identified in Addendum A to the Settlement Agreement include
28 Connect Staffing, Inc., MDRN Staffing Inc., Partners Personnel – Management Services, LLC,
and SkillSet Group LLC.

1 employment as a result of off-the-clock work, off-the-clock temperature checks, incorrectly
2 calculating the regular rate of pay, and unlawful rounding practices, failed to provide off-duty
3 meal and rest breaks, failed to reimburse business expenses, failed to provide accurate itemized
4 wage statements, and engaged in unfair business practices.

5 **A. Class Members**

6 The “Settlement Class” is defined as “All current and former non-exempt employees who
7 worked for Defendants in California, including all non-exempt employees who worked for
8 Defendants in California under a contract with one or more Staffing Agencies, during the period
9 of July 26, 2017, through September 30, 2022.”

10 The “Waiting Time Penalty Sub-Class” is defined as “All Settlement Class Members
11 whose employment with Defendants ended at any time during the period of July 26, 2018,
12 through September 30, 2022.”

13 **B. Operation of the Settlement**

14 Pursuant to the Second Amended Order Granting Plaintiffs’ Motion for Preliminary
15 Approval dated May 21, 2024 (the “Preliminary Approval Order”), this Court conditionally
16 certified the Class and granted preliminary approval to the Settlement. The Preliminary
17 Approval Order also approved of the proposed form of notice and notice plan, as well as the
18 Publication Notice. The Court entered the Preliminary Approval Order after review and
19 consideration of all of the pleadings filed in connection herewith, and the oral presentations
20 made by counsel at the hearing.

21 In compliance with the Preliminary Approval Order, the Class Notice was sent to all
22 Settlement Class Members via first class mail. In compliance with the Preliminary Approval
23 Order, the Publication Notice was published in the various publications and for the stipulated
24 time periods as provided for in the Settlement Agreement. The notice process and publication
25 process were timely completed.

26 This Court finds that the Settlement appears to be the product of serious, informed, non-
27 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
28 treatment to any individuals. The Court finds that the Settlement was entered into in good faith

1 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
2 Settlement is fair, reasonable, and adequate and that Plaintiffs have satisfied the standards for
3 final approval of a class action settlement under California law. Under the provisions of
4 California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved
5 for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the
6 trial court has discretion to certify a class where:

7 [Q]uestions of law or fact common to the members of the class
8 predominate over any questions affecting only individual members,
9 and that a class action is superior to the available methods for the
10 fair and efficient adjudication of the controversy...Fed. R. Civ.
Proc. 23.

11 Certification of a settlement class is the appropriate judicial device under these
12 circumstances.

13 Based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
14 **AS FOLLOWS:**

15 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
16 Settlement Agreement filed in this case.

17 2. The Court has jurisdiction over the subject matter of the litigation, the Class
18 Representatives, Settlement Class Members, and Defendants.

19 3. The Court finds that the dissemination of the Notice of Class Action Settlement
20 and publication of the Publication Notice, constituted the best notice practicable under the
21 circumstances to all Persons within the definition of the Settlement Class, and fully met the
22 requirements of California law and due process under the United States Constitution.

23 4. The Court approves the settlement of the above-captioned action, as set forth in
24 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
25 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
26 Agreement.

27 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
28 are to bear their own costs and attorneys' fees.

1 6. The Court hereby certifies the following Settlement Class for settlement purposes
2 only: all current and former non-exempt employees who worked for Defendants in California,
3 including all non-exempt employees who worked for Defendants in California under a contract
4 with one or more Staffing Agencies, during the period of July 26, 2017, through September 30,
5 2022. The Court also certifies the following Waiting Time Penalty Sub-Class for settlement
6 purposes only: all Settlement Class Members whose employment with Defendants ended at any
7 time during the period of July 26, 2018, through September 30, 2022.

8 7. With respect to the Settlement Class and for purposes of approving the settlement
9 only and for no other purpose, this Court finds and concludes that: (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among Members of the Settlement Class with respect to the subject matter
13 of the claims in the Litigation; (c) the claims of Class Representatives are typical of the claims of
14 the members of the Settlement Class; (d) the Class Representatives have fairly and adequately
15 protected the interests of the members of the Settlement Class; (e) a class action is superior to
16 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
17 record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the
18 Plaintiffs in their individual and representative capacities and for the Settlement Class.

19 8. Defendants shall fund the revised Gross Settlement Amount of \$2,544,812.50,
20 pursuant to the terms of the Settlement Agreement.

21 9. The Court approves the Individual Settlement Payments and Aggrieved Employee
22 PAGA Payments, which shall be distributed pursuant to the terms of the Settlement Agreement.

23 10. From the Gross Settlement Amount, the Settlement Administrator shall pay (a) to
24 Class Counsel attorneys' fees in the amount of \$848,270.84 and reimbursement of actual
25 litigation costs in the amount of \$19,544.82; (b) a service award to Class Representative Gilbert
26 Paramo to reimburse him for his unique services in the following amount: \$10,000.00; (c) a
27 service award to Class Representative Rosemarie Santos to reimburse her for her unique services
28 in the following amount: \$10,000.00; (d) the sum of \$112,500.00 to be paid to the California

1 Labor & Workforce Development Agency for its seventy-five percent (75%) share of PAGA
2 penalties; and (e) \$47,500.00 to the Settlement Administrator, Phoenix Settlement
3 Administrators, for its fees and costs relating to the settlement administration process. The Court
4 finds that these amounts are fair and reasonable. The Settlement Administrator is directed to
5 make such payments in accordance with the terms of the Settlement Agreement.

6 11. The Court hereby enters final judgment in this case in accordance with the terms
7 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
8 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
9 over the action and the Parties, including all Settlement Class Members, for purposes of
10 enforcing and interpreting this Order and the Settlement.

11 12. The court sets a Final Report Hearing for _____, at 10:00 a.m., to
12 confirm that distribution efforts are fully completed, including the distribution of uncashed class
13 member checks to Legal Aid at Work after 180 days, that the Settlement Administrator's work is
14 complete, and that the court's file thus may be closed.

15 **IT IS SO ORDERED AND ADJUDGED.**

16
17 DATED: _____

HONORABLE JAYNE LEE
SUPERIOR COURT OF CALIFORNIA