

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Douglas Han (SBN 232858) / Shunt Tatavos-Gharajeh (SBN 272164) FIRM NAME: JUSTICE LAW CORPORATION STREET ADDRESS: 751 N. Fair Oaks Avenue Suite 101 CITY: Pasadena STATE: CA ZIP CODE: 91103 TELEPHONE NO.: 818-230-7502 FAX NO.: 818-230-7259 E-MAIL ADDRESS: dhan@justicelawcorp.com / statavos@justicelawcorp.com ATTORNEY FOR (name): Plaintiff Santiago Alejandre		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles 03/26/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>L. McGreené</u> Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N. Spring Street MAILING ADDRESS: 312 N. Spring Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse		CASE NUMBER: 22STCV10802	
PLAINTIFF/PETITIONER: Santiago Alejandre DEFENDANT/RESPONDENT: DHB Delivery LLC OTHER:		JUDICIAL OFFICER: Honorable Carolyn B. Kuhl	
PROPOSED ORDER (COVER SHEET)		DEPT: 12	

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

- Name of the party submitting the proposed order:
Plaintiff Santiago Alejandre
- Title of the proposed order:
[Proposed] Order of Final Approval And Judgment
- The proceeding to which the proposed order relates is: Motion for Final Approval
 - Description of proceeding: Motion for Final Approval
 - Date and time: March 26, 2024 at 10:30 a.m.
 - Place: Department 12
- The proposed order was served on the other parties in the case.

Douglas Han
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Alejandro v. DHB Delivery LLC

CASE NUMBER: 22STCV10802

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
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Attorneys for Plaintiff

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

SANTIAGO ALEJANDRE, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

DHB DELIVERY LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 22STCV10802

Assigned for All Purposes to:
Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: March 26, 2024
Hearing Time: 10:30 a.m.
Hearing Place: Department 12

Complaint Filed: March 29, 2022
FAC Filed: March 16, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Santiago Alejandro's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering the papers
3 submitted in support of the motion, including the Amended Class Action and PAGA Settlement
4 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS AND**
5 **ORDERS:**

6 Plaintiff and Defendant DHB Delivery LLC ("Defendant") entered the Settlement
7 Agreement on or about October 20, 2023 to settle this lawsuit.

8 The Court entered an order dated November 1, 2023 preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to the Class
11 Members, providing the Class Members with an opportunity to object to the Settlement or
12 exclude themselves from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on March 26, 2024 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

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1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
4 exempt employees of Defendant within the State of California at any time during the period from
5 March 29, 2018 to May 25, 2023 (“Class,” “Class Members,” and “Class Period”). There are
6 eight hundred twelve (812) Class Members who did not submit valid and timely Requests for
7 Exclusion from the Settlement (“Participating Class Members”).¹

8 4. Adequacy of Representation. Class Counsel fully and adequately represented the
9 Class for the purposes of entering and implementing the Settlement and satisfied the
10 requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds the Court Approved Notice of Class Action
12 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the
13 Class Members were implemented pursuant to the Settlement and this Court’s Preliminary
14 Approval Order. The Court also finds the Class Notice:

- 15 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)
16 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
17 Agreement and their rights; (iii) their right to object to any aspect of the
18 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
19 Agreement; (v) their right to receive settlement payments; (vi) their right to
20 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
21 judgment in this lawsuit on all the Participating Class Members;
- 22 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
23 section 382, California Rule of Court 3.769, and due process;
- 24 c. constitutes the best practicable notice to the Class Members under the
25 circumstances of this lawsuit; and

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27 ¹ The Administrator mailed Class Notices to eight hundred thirteen (813) Class Members
and received one (1) Request for Exclusion. Thus, there are eight hundred twelve (812)

d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith and are the product of arm's-length negotiations by experienced counsel who have carried out a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

9. Release by Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

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- 1 a. Release by Aggrieved Employee. Effective on the date when Defendant fully
2 funds the entire Gross Settlement Amount and funds all employer payroll taxes
3 owed on the Wage Portion of the Individual Class Payments, all Aggrieved
4 Employees are deemed to release, on behalf of themselves and their former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, the Released Parties from the Released PAGA Claims.
- 7 b. Plaintiff's Release. Effective on the date when Defendant fully funds the entire
8 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
9 Portion of the Individual Class Payments, in addition to the claims released under
10 Sections E.2 and E.3 below, Plaintiff and Plaintiff's former and present spouses,
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns
12 agree to release the Released Parties from the Plaintiff's Release.
- 13 c. Released Parties. The Released Parties include Defendant and its past and present
14 directors, officers, shareholders, owners, members, managing agents, attorneys,
15 insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors,
16 business partners, contracting partners, and clients.

17 10. Class Representative Service Payment. The Court finds the Class Representative
18 Service Payment of \$7,500, to be paid by Defendant to Plaintiff out of the Gross Settlement
19 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
20 paid pursuant to the terms and provisions set forth in the Agreement.

- 21 a. The rationale for making enhancement payments is class representatives should
22 be compensated for the expense and risk they incurred in conferring a benefit on
23 the Class. Criteria courts consider include: (i) risk to the class representatives in
24 commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and
25 effort spent by the class representatives; (iv) duration of the litigation; and (v)
26 personal benefit (or lack thereof) enjoyed by class representatives.

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b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payment of \$7,500 to Plaintiff.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

The Court finds the Class Counsel Fees Payment of \$41,666.67, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$20,000, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$41,666.67 is one-third (1/3) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

b. The Court reviewed the declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class Counsel expended \$21,992.89 in litigation costs, and such costs were reasonable. Because the above-mentioned costs exceed the maximum amount permitted under the Settlement, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$20,000 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Expenses Payment. The Court finds Administration Expenses Payment of \$12,500, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Yami Burns from Phoenix Class Action Administration Solutions, the Court-approved Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$12,500 for the Administrator's services in administering the Settlement.

13. PAGA Penalties. The Court finds the PAGA Penalties of \$10,000, seventy-five percent (75%) of which (\$7,500) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$2,500) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 14. Funding the Gross Settlement Amount. Defendant shall fund fifty percent (50%)
2 of the Gross Settlement Amount by transmitting the funds to the Administrator no later than the
3 Effective Date. Defendant shall fund the remaining fifty percent (50%) of the Gross Settlement
4 Amount by transmitting the funds to the Administrator no later than twelve (12) months after the
5 Effective Date. This payment plan is critical for Defendant due to the financial hardships it has
6 been experiencing in recent years. Within fourteen (14) calendar days after Defendant fully funds
7 the Gross Settlement Amount, the Administrator will mail settlement checks to the appropriate
8 entities and persons.

9 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
10 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
11 Settlement was the product of arm's-length negotiations following extensive litigation,
12 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Paul
13 Grossman, an experienced and well-respected mediator.

14 a. The fairness of the Settlement is demonstrated by there being no objections to and
15 only one (1) request for exclusion from the Settlement. The Class Member who
16 requested exclusion is Cristopher Curiel Munoz.

17 16. Uncashed Checks. The Class Members must cash or deposit their settlement
18 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
19 Uncashed settlement checks will be canceled and transmitted to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member.

21 17. Modification of Agreement. The Participating Class Members are hereby
22 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
23 written instrument signed by all Parties or their representatives and approved by the Court. Such
24 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
25 the rights of the Participating Class Members under the Agreement.

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18. Final Accounting and Compliance. The Court sets a ~~compliance hearing~~ non-appearance case review on January 9, 2026 in Department 12. Within five (5) court days before this hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to the Class Members and the residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

- a. enforcing the terms and provisions of the Settlement and resolving any disputes, claims, or causes of action in this lawsuit that, in whole or in part, are related to or arise out of the Settlement or this Order and Judgment;
- b. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and Judgment approving the Settlement, and permanently enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of the Settlement; and
- c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
2 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
3 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
4 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
5 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
6 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
7 THE JUDGMENT THEREON.

8 IT IS SO ORDERED.

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10 DATED: 03/26/2024 _____



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

HONORABLE CAROLYN B. KUHL
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is ccastro@justicelawcorp.com

On April 3, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Alejandro v. DHB Delivery LLC**
LWDA/Court Case No.: **LWDA-CM-939493-23**
Case No. 22STCV10802
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 3, 2024, at Pasadena, California.



Christina Castro