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CLERK OF THE SUPERIOR COURT
DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

DYLAN GUTIERREZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

SJ LOGISTICS LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 22CV-02682

Assigned for All Purposes to:
Honorable Brian McCabe
Courtroom 8

CLASS ACTION

**ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: July 25, 2024
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 8

Complaint Filed: August 22, 2022
FAC Filed: May 9, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Dylan Gutierrez and Tania
2 Billings's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Class Counsel
3 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
4 Payments, and after considering the papers submitted in support of the motion, including the
5 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement,"
6 "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

7 Plaintiffs and Defendant SJ Logistics LLC ("Defendant") entered the Settlement
8 Agreement on or about November 1, 2023 to settle this lawsuit.

9 The Court entered an order dated March 7, 2024 preliminarily approving the settlement
10 of this lawsuit ("Preliminary Approval Order") consistent with the Code of Civil Procedure
11 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
12 providing Class Members with an opportunity to object to the Settlement or exclude themselves
13 from the Class, and setting a Final Approval Hearing.

14 The Court held a Final Approval Hearing on July 25, 2024 to determine whether to give
15 final approval to the Settlement of this lawsuit.

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

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

25 3. Final Class Certification. The Court finds the Class satisfies all applicable
26 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
27 process. The Court certifies a Class consisting of all current and former hourly-paid or non-
28 exempt employees of Defendant within the State of California at any time during the period from

1 November 22, 2019, through July 24, 2023 ("Class," "Class Members," and "Class Period").
2 There are six hundred forty-two (642) Class Members who did not submit valid and timely
3 Requests for Exclusion from the Settlement ("Participating Class Members").

4 4. Adequacy of Representation. As Class Counsel, Justice Law Corporation have
5 fully and adequately represented the Class for purposes of entering and implementing the
6 Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

7 5. Class Notice. The Court finds the Court Approved Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval ("Class Notice") and its distribution to
9 Class Members have been implemented pursuant to the Settlement and the Court's Preliminary
10 Approval Order. The Court finds the Class Notice:

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

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

25 7. Final Settlement Approval. The terms and provisions of the Agreement have
26 been entered in good faith and are the product of arm's-length negotiations by experienced
27 counsel who have done a meaningful investigation of the claims. The Agreement and all its
28 terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best

1 interests of the Parties. The Parties are hereby directed to implement the Agreement according to
2 its terms and provisions.

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

13 9. Release by Participating Class Members Who Are Not Aggrieved Employees.
14 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
15 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
16 Participating Class Members, on behalf of themselves and their former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
18 Released Parties from the Released Class Claims.

19 a. Release by Participating and Non-Participating Class Members Who Are
20 Aggrieved Employees. Effective on the date when Defendant fully funds the
21 entire Gross Settlement Amount and funds all employer payroll taxes owed on the
22 Wage Portion of the Individual Class Payments, all Participating and Non-
23 Participating Class Members, who are Aggrieved Employees, are deemed to
24 release, on behalf of themselves and their former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties from the Released PAGA Claims.

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1 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
3 Portion of the Individual Class Payments, in addition to the claims released under
4 sections E.2 and E.3 of the Settlement Agreement, Plaintiffs and Plaintiffs' former
5 and present spouses, representatives, agents, attorneys, heirs, administrators,
6 successors, and assigns agree to a general release of any and all claims,
7 transactions, primary rights, or occurrences against Released Parties. Plaintiffs
8 also expressly waive and relinquish the provisions, rights, and benefits, if any, of
9 section 1542 of the Civil Code.

10 c. Released Parties. The Released Parties include Defendant and its past and present
11 directors, officers, shareholders, owners, members, managing agents, attorneys,
12 insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors,
13 business partners, contracting partners, and clients.

14 10. Class Representative Service Payments. The Court finds the Class Representative
15 Service Payments of \$5,000, to be paid by Defendant to each Plaintiff out of the Gross
16 Settlement Amount (totaling \$10,000), to be reasonable and appropriate. The Class
17 Representative Service Payments are to be paid pursuant to the terms and provisions set forth in
18 the Settlement Agreement.

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

24 b. The Court reviewed Plaintiffs' declarations outlining their involvement in the
25 lawsuit. Given the risks inherent in their services as the class representative,
26 duration of the case and time involved, and benefits created for the Class, the
27 Court approves the payment of the Class Representative Service Payments of
28 \$5,000 to each Plaintiff.

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

The Court finds the Class Counsel Fees Payment of \$35,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court also finds the Class Counsel Litigation Expenses Payment as reimbursement for litigation costs incurred of \$20,625.19, 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. 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 Plaintiffs and Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs and Class Members in connection with or related to this lawsuit, Settlement, administration, and/or Released Class Claims and Released PAGA Claims.

a. The Court has an independent right and responsibility to review the attorneys' fees 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 \$35,000 is thirty-five percent (35%) of the common fund created for the benefit of the Class and is supported by 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. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$20,000. The Court finds Class Counsel expended \$20,625.19 in litigation costs, which only slightly exceeds the maximum reimbursement amount Class Counsel may seek, and that such costs were reasonable. Thus, the Court approves

1 the payment of the Class Counsel Litigation Expenses Payment of \$20,625.19
2 from the common fund for the reimbursement of litigation costs.

3 12. Administration Expenses Payment. The Court finds the Administration Expenses
4 Payment of \$12,000, to be paid by Defendant to the Administrator out of the Gross Settlement
5 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
6 pursuant to terms and provisions set forth in the Settlement Agreement.

7 a. The Court reviewed the declaration of Lluvia Islas from Phoenix Class Action
8 Administration Solutions, the Court-approved Administrator. The Court finds
9 notice was provided to the Class pursuant to the Preliminary Approval Order, the
10 notice constitutes the best practicable notice to the Class, and the notice satisfied
11 due process. Thus, the Court approves the payment of the Administration
12 Expenses Payment of \$12,000 for the Administrator's services.

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

19 14. Funding of the Gross Settlement Amount. Defendant shall fund fifty percent
20 (50%) of the Gross Settlement Amount by transmitting the funds to the Administrator no later
21 than the Effective Date. Defendant shall fund the remaining fifty percent (50%) of the Gross
22 Settlement Amount by transmitting the funds to the Administrator no later than twelve (12)
23 months after the Effective Date. Within fourteen (14) calendar days after Defendant fully funds
24 the Gross Settlement Amount, the Administrator will mail settlement checks to the appropriate
25 persons and entities set forth in the Settlement Agreement.

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1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
3 Settlement was the product of arm's-length negotiations following litigation, discovery, and
4 exchange of documentation relating to the claims. The negotiations were facilitated with the aid
5 of the mediator Paul Grossman, who is an experienced class action mediator.

- 6 a. The fairness of the Settlement is demonstrated by there being no objections to and
7 no requests for exclusion from the Settlement.

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

12 17. Modification of Settlement Agreement. The Participating Class Members are
13 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of
14 the Settlement Agreement only by an express written instrument signed by all Parties or their
15 representatives and approved by the Court. Such amendments or modifications shall be
16 consistent with this Order and Judgment and cannot limit the rights of Participating Class
17 Members under the Settlement Agreement.

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

- 22 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
23 claims, or causes of action in the class action that, in whole or in part, are related
24 to or arise out of the Settlement or this Order and Judgment;
25 b. entering such additional orders as may be necessary or appropriate to protect or
26 effectuate this Order and Judgment approving the Settlement, and permanently
27 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
28 the fair and orderly administration of the Settlement; and

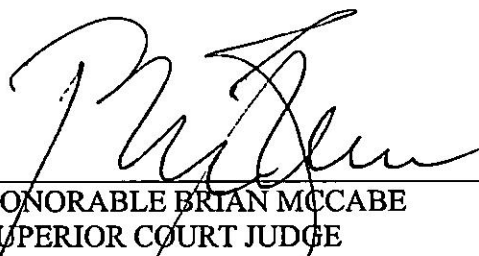
c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

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

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

IT IS SO ORDERED.

DATED: JUL 25 2024


HONORABLE BRIAN MCCABE
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 Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On July 25, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Gutierrez v. SJ Logistics LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 946992-23**
Court Case No.: 22CV-02682
Merced 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 July 25, 2024, at Pasadena, California.



Madison Luna