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

KHACHATUR ALEKSANYAN, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

JET DELIVERY, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 22STCV27049

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

CLASS ACTION

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

Hearing Date: March 20, 2024
Hearing Time: 10:30 a.m.
Hearing Place: Department 12

Complaint Filed: August 19, 2022
FAC Filed: June 5, 2023
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

03/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 The Court, having read the papers filed regarding Plaintiff Khachatur Aleksanyan'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 Jet Delivery, Inc. ("Defendant") entered the Settlement
7 Agreement on or about October 3, 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 Class
11 Members, providing Class Members with an opportunity to object to the Settlement or exclude
12 themselves from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on March 20, 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.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
26 exempt employees of Defendant who worked as drivers within the State of California at any time
27 during the period from August 19, 2018, through May 21, 2023 ("Class" and "Class Period").
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1 There are forty-four (44) Class Members who did not submit valid and timely Requests for
2 Exclusion from the Settlement (“Participating Class Members”).

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

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

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

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

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

8. 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.

9. Release by Participating Class Members Who Are Not Aggrieved Employees. Effective on the date when Defendant fully funds the remaining 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.

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

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1 b. Plaintiff's Release. Effective on the date when Defendant fully funds the
2 remaining Gross Settlement Amount and funds all employer payroll taxes owed
3 on the Wage Portion of the Individual Class Payments, Plaintiff and his former
4 and present spouses, representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns generally releases and discharges Released Parties from
6 the Plaintiff's Release. Plaintiff also expressly waives and relinquishes the
7 provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

8 c. Released Parties. The Released Parties include Defendant and its past and present
9 parents, subsidiaries, affiliates, predecessors, successors, and assigns, and all their
10 past and present stockholders, owners, officers, directors, managers, employees,
11 agents, and representatives.

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

16 a. The rationale for making enhancement payments is class representatives should
17 be compensated for the expense and risk they incurred in conferring a benefit on
18 the Class. Criteria courts consider include: (1) risk to the class representatives in
19 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
20 effort spent by the class representatives; (4) duration of the litigation; and (5)
21 personal benefit (or lack thereof) enjoyed by class representatives.

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

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

The Court finds the Class Counsel Fees Payment of \$47,023.50, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In addition, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$16,641.59, 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 \$47,023.50 is thirty-five percent (35%) 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. Although 35% is above the usual percentage fee awarded, here the result for the class was excellent and the amount of time required to achieve that result justifies a higher percentage award.
- 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 \$16,641.59 in litigation costs, and such costs were reasonable.

1 Thus, the Court approves the payment of the Class Counsel Litigation Expenses
2 Payment of \$16,641.59 from the common fund for the reimbursement of Class
3 Counsel's litigation costs.

4 12. Administration Expenses Payment. The Court finds Administration Expenses
5 Payment of \$3,250, to be paid by Defendant to the Administrator out of the Gross Settlement
6 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
7 pursuant to terms and provisions set forth in the Settlement Agreement.

8 a. The Court reviewed the declaration of Christina Fowler from ILYM Group, Inc.,
9 the Court-approved Administrator. The Court finds notice was provided to the
10 Class pursuant to the Preliminary Approval Order, constitutes the best practicable
11 notice to the Class, and satisfied due process. The Court approves the payment of
12 the Administration Expenses Payment of \$3,250 for the Administrator's services
13 in administering the Settlement.

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

19 14. Funding the Gross Settlement Amount. Defendant shall fund the remaining Gross
20 Settlement Amount by transmitting the funds to the Administrator no later than the Effective
21 Date. Within fourteen (14) calendar days after Defendant fully funds the remaining Gross
22 Settlement Amount, the Administrator will mail checks to the appropriate persons and entities.

23 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
24 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
25 Settlement was the product of arm's-length negotiations following extensive litigation,
26 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Lisa
27 Klerman, an experienced and well-respected mediator.

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

3 b. The fairness of the Settlement is further illustrated by the gross *average*
4 Individual Class Payment being approximately \$1,134.95, and the gross *highest*
5 Individual Class Payment being about \$1,924.33.

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

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

15 18. Final Accounting and Compliance. The Court sets a ^{deadline of} ~~compliance hearing on~~
16 ~~for filing the compliance status report.~~
17 ~~January 13, 2025 in Department 12. Within five (5) court days before this hearing, Plaintiff shall~~
18 ~~file a compliance status report.~~ Pursuant to Code of Civil Procedure section 384, the compliance
19 status report shall specify the total amount paid to Class Members and the residual of the
20 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
21 in the Settlement Agreement.

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

26 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
27 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
28 arise out of the Settlement or this Order and Judgment;

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- 1 b. entering such additional orders as may be necessary or appropriate to protect or
2 effectuate this Order and Judgment approving the Settlement, and permanently
3 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
4 fair and orderly administration of the Settlement; and
5 c. entering any other necessary or appropriate orders to protect and effectuate this
6 Court's retention of continuing jurisdiction.

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

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
16 THE JUDGMENT THEREON.

17 IT IS SO ORDERED.

18 03/20/2024

19 DATED: _____



A handwritten signature in black ink that reads "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 Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On March 20, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Aleksanyan v. Jet Delivery, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-954188-23**
Court Case No.: 22STCV27049
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 March 20, 2024, at Pasadena, California.



Madison Luna