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Attorneys for Plaintiffs

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

DAISY AYALA, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

CARTER SHIPPING SERVICES LLC, a
California limited liability company; and DOES
1 through 100, inclusive;

Defendants.

Case No.: 30-2022-01268249-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa McCormick
Department CX-105

CLASS ACTION

**SECOND SUPPLEMENTAL BRIEF IN
SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Reservation Number: 74409231]

RELATED TO ROA NUMBER: 121

*[Third Supplemental Declaration of
Proposed Class Counsel (Douglas Han);
and [Proposed] Second Amended Order
filed concurrently herewith]*

Hearing Date: December 11, 2025
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-105

Complaint Filed: July 1, 2022
FAC Filed: December 22, 2023
Trial Date: None Set

Plaintiffs Daisy Ayala and Josephine Castaneda (“Plaintiffs”) provide this second supplemental submission in response to the Court’s tentative ruling on the Motion for Preliminary Approval of Class Action Settlement originally scheduled for hearing on March 20, 2025, which was then continued to July 17, 2025, and is now set to be heard on December 11, 2025. On July 17, 2025, the Court issued a tentative ruling instructing Plaintiffs and Defendant Carter Shipping Services LLC (“Defendant”) to make changes to the settlement documents, inclusive of supplemental documents, that were submitted alongside the Motion for Preliminary Approval of Class Action Settlement.

The chart below lists each of the Court’s issues from the tentative ruling and the revisions/submissions made to address each issue.

Ruling	Revisions/Submissions
(1) In its March 20, 2025 order (ROA 96), the court stated that the “Released Claims” provision was overbroad. 3/20/2025 (ROA 96) No. 1. The court stated that the release of the class members’ claims must be fairly tailored to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint. <i>Id.</i> The “Released Claims” provision in the amendment to the settlement agreement remains overbroad. Amendment to Settlement Agreement ¶ 1. The word “reasonably” in the third-to-last sentence of the revised paragraph I(JJ) should have been inserted after “which” and before “could have been.” In addition, why has the first sentence of the revised “Released Claims” provision been changed to	The Settlement Agreement has been amended by the Second Amendment to the Settlement Agreement accordingly. (Third Supplemental Declaration of Douglas Han in Support of Motion for Preliminary Approval of Class Action Settlement (“Supp. Han Decl.”), ¶ 4; Exhibit 4, <i>supra</i>, at ¶ 1.) The Class Notice has been modified accordingly. (Supp. Han Decl., <i>supra</i>, at ¶ 5; Exhibit 5, <i>supra</i>, at § 9(A).)

1 refer to the Complaint rather than the First
2 Amended Complaint, and why does the third-
3 to-last sentence in the revised provision refer
4 to the “amended complaint” when the first
5 sentence refers to the Complaint? This
6 inconsistency should be addressed in the
7 parties’ supplemental filing.

8 (2) Why has the first sentence of the revised
9 “PAGA Released Claims” provision been
10 changed to refer to the Complaint rather than
11 the First Amended Complaint? Amendment to
12 Settlement Agreement ¶ 2.

The Settlement Agreement has been amended
by the Second Amendment to the Settlement
Agreement accordingly.

(Supp. Han Decl., *supra*, at ¶ 6; Exhibit 4,
supra, at ¶ 2.)

The Class Notice has been modified
accordingly.

(Supp. Han Decl., *supra*, at ¶ 7; Exhibit 5,
supra, at § 9(B).)

20 (3) In its March 20, 2025 order (ROA 96), the
21 court stated that the “Released Parties”
22 provision was overbroad because it included
23 several unrelated third parties such as
24 “attorneys,” “insurers,” “business partners,”
25 “contracting partners,” and “clients.” 3/20/25
26 Order (ROA 96) No. 3. The revised “Released
27 Parties” provision remains overbroad.
28 Amendment to Settlement Agreement ¶ 3.

The Settlement Agreement has been amended
by the Second Amendment to the Settlement
Agreement accordingly.

(Supp. Han Decl., *supra*, at ¶ 8; Exhibit 4,
supra, at ¶ 3.)

The Class Notice has been modified
accordingly.

Defense counsel states that defendant seeks to include “business partners, contracting partners, and clients” in the “Released Parties” provision to address an indemnification provision in a contract between defendant and Amazon, Inc. Johnson Decl. (ROA 112) ¶¶ 2-3. If that is the case, the Released Parties provision should specifically identify the entity(ies) potentially subject to indemnification, rather than including the undefined and ambiguous phrase “business partners, contracting partners, and clients,”

(Supp. Han Decl., *supra*, at ¶ 9; Exhibit 5, *supra*, at § 9.)

(4) In its March 20, 2025 order (ROA 96), the court noted that plaintiffs’ counsel seeks costs not to exceed \$15,000. The court stated that while it will not determine the amount of litigation costs to be awarded until the final approval hearing, plaintiffs’ counsel should address why costs of up to 15% of the gross settlement amount are reasonable for this case. 3/20/25 Order (ROA 96) No. 5. Plaintiffs’ counsel has not addressed this issue in the supplemental filing.

(Supp. Han. Decl., *supra*, at ¶ 10; Exhibits 8, 9.)

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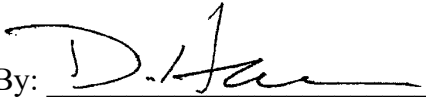
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(5) In its March 20, 2025 order, the court ordered plaintiffs’ counsel to identify the costs counsel has incurred thus far. 3/20/25 Order (ROA 96) No. 5. Plaintiffs’ counsel has submitted an itemized list of incurred costs, as well as “anticipatory” costs. Second Supp. Han Decl. (ROA 106) Ex. 7. Charges for postage, mailing, online legal research and copies are not recoverable and should be removed. In addition, the court will not award costs that have not been incurred and will not award costs that have not been incurred and will not award costs for charges that appear unrelated to this case (i.e., “San Bernardino County Superior Court document retrieval”).	(Supp. Han. Decl., <i>supra</i>, at ¶ 11; Exhibit 8.)
(6) The notice should be revised consistent with the above.	The Class Notice has been modified accordingly as set forth above.
(7) In its March 20, 2025 order (ROA 96), the court stated that the two sentences beginning with “You do <u>not</u> have the right” on the objection form should be removed. 3/20/25 Order (ROA 96) No. 11. The parties have removed one of the two sentences (i.e., “You do not have the right to object to the PAGA portion of the proposed Settlement.”). The parties did not remove the second sentence (i.e., “Please attach to this Notice of Objection additional pages and documents explaining	The Objection Form has been modified accordingly. (Supp. Han Decl., <i>supra</i>, at ¶¶ 12, 13; Exhibit 6.)

reason(s) for your objection.”). Per the court’s
March 20, 2025 order, the second sentence
should also be removed. If the parties desire
for an objecting party to state a reason(s) for
an objection, the objection form should be
reformatted to include space at the bottom of
the objection form for the reason(s) for an
objection to be written. The objection form
should be a one-page document.

Dated: September 24, 2025

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorneys for Plaintiffs

**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 September 24, 2025, I served the foregoing document described as

**SECOND SUPPLEMENTAL BRIEF IN SUPPORT OF PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

for the following case: **Ayala, et al. v. Carter Shipping Services LLC**
LWDA/Court Case No.: **LWDA-CM-964398-23**
Case No.: 30-2022-01268249-CU-OE-CXC
Orange 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

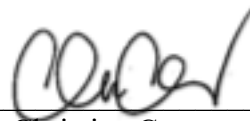
[X] BY ELECTRONIC SUBMISSION

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 September 24, 2025, at Pasadena, California.



Christina Castro