

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

09/10/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

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

RAUL SARINANA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

M.A.T. PARCEL EXPRESS, INC. d/b/a MAT
EXPRESS, a California corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 22STCV30465

Assigned for All Purposes to:
Honorable Maren Nelson
Department 17

CLASS ACTION

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

Hearing Date: September 10, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 17

Complaint Filed: September 19, 2022
FAC Filed: November 27, 2023
Trial Date: None Set

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

6 Plaintiffs and Defendant M.A.T. Parcel Express, Inc. d/b/a MAT Express ("Defendant")
7 entered the Settlement Agreement on or about October 17, 2023 to settle this lawsuit.

8 The Court entered an order dated April 24, 2024 preliminarily approving the settlement
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to the Class Members,
11 providing the 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 September 10, 2024 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Amended Order of Final Approval and
16 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
17 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
18 set forth 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 individuals who worked for Defendant as
26 non-exempt employees in California at any time during the period from September 19, 2018 to
27 November 30, 2023. The Class excludes any former non-exempt employees who previously
28 entered into settlement or severance agreements with Defendant ("Class," "Class Members," and

1 “Class Period”). There are three hundred seven (307) Class Members who did not submit valid
2 and timely Requests for 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 the
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 the 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 the 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 the Class Members under the
20 circumstances of this lawsuit; and
- 21 d. constitutes notice reasonable, adequate, and sufficient to the 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,
28

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 Plaintiffs, 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.

9. Release by Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Employer Paid Taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

a. Release by Aggrieved Employee. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Employer Paid Taxes, all Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims, shall nevertheless be bound by the Released PAGA Claims.

b. Plaintiffs’ Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Employer Paid Taxes, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims arising from or related to this lawsuit. Furthermore, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the Civil Code.

///

c. Released Parties. The Released Parties include Defendant and each of its former and present direct and/or indirect owners, dbas, affiliates, parents, subsidiaries, brother and sister corporations, divisions, joint venturers, related companies, co-employers, successors and predecessors, any individual or entity deemed a statutory employer or joint employer (under any legal theory of joint employment), current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities.

10. Class Representative Service Payments. The Court finds the Class Representative Service Payments of \$7,500 to each Plaintiff (totaling \$15,000), to be paid by Defendant to Plaintiffs out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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

b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the risks inherent in the services as the class representatives, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payments of \$7,500 to each Plaintiff.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$125,000, 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

1 litigation costs incurred of \$20,000, to be paid by Defendant to Class Counsel out of the Gross
2 Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant
3 to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be
4 required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
5 Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall
6 also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
7 incurred by Plaintiffs or Class Members in connection with or related in any manner to this
8 lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and
9 Released PAGA Claims.

10 a. The Court has an independent right and responsibility to review the Class Counsel
11 Fees Payment and only award so much as it determines reasonable. (See
12 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
13 127-128.) The Class Counsel Fees Payment of \$125,000 is one-third (1/3) of the
14 common fund created for the benefit of the Class and is supported by use of the
15 percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1
16 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken,
17 difficult nature of this litigation, skills required, percentage fees award in previous
18 and other cases, and contingent fees charged in the marketplace, the Court finds
19 the Class Counsel Fees Payment is consistent with the marketplace, is reasonable,
20 and is approved.

21 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
22 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
23 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class
24 Counsel expended \$21,976.94 in litigation costs and that such costs were
25 reasonable. Thus, the Court approves the payment of the Class Counsel Litigation
26 Expenses Payment of \$20,000 from the common fund for the reimbursement of
27 Class Counsel's litigation costs.

28 ///

1 12. Administration Expenses Payment. The Court finds Administration Expenses
2 Payment of \$8,400, to be paid by Defendant to the Administrator out of the Gross Settlement
3 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
4 pursuant to terms and provisions set forth in the Settlement Agreement.

5 a. The Court reviewed the declaration of Lluvia Islas from Phoenix Class Action
6 Administration Solutions, the Court-approved Administrator. The Court finds
7 notice was provided to the Class pursuant to the Preliminary Approval Order,
8 constitutes the best practicable notice to the Class, and satisfied due process.
9 Thus, the Court approves the payment of the Administration Expenses Payment of
10 \$8,400 for the Administrator's services in administering the Settlement.

11 13. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000, seventy-five
12 percent (75%) of which (\$15,000) will be paid to the California Labor and Workforce
13 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
14 which (\$5,000) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be
15 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
16 provisions set forth in the Settlement Agreement.

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

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

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

b. The fairness of the Settlement is further illustrated by the gross *average* Individual Class Payment being approximately \$581.02, and the gross *highest* Individual Class Payment being about \$1,771.23.

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

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

18. Final Accounting and Compliance. The Court sets a ^{non-appearance case review} ~~compliance hearing~~ on May 9, 2025 in Department 17. Within five (5) court days before this hearing, Plaintiffs 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;

///

///

///

- 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 Plaintiffs from initiating or pursuing related proceedings, or to ensure
4 the 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 Payments 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
19 DATED: 09/10/2024 _____



HONORABLE MAREN NELSON
SUPERIOR COURT JUDGE

Laura A. Seigle

Laura A. Seigle / 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 manderson@justicelawcorp.com

On September 10, 2024, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Sarinana, et al. v. M.A.T Parcel Express, Inc. d/b/a MAT Express**

LWDA/Court Case No.: **LWDA Case No.: CM-980936-23**

Court Case No.: 22STCV30465

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 September 10, 2024, at Pasadena, California.



Madison Luna