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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JASON SAMPSON, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

LETTER RIDE, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2023-00051773-CU-OE-CTL

*[Assigned for All Purposes to the Hon.
Marcella O. McLaughlin, Dept. C-72]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: July 24, 2026

Time: 9:30

Dept.: C-72

Action Filed: November 27, 2023

1 Plaintiff Jason Sampson’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement came before this Court on July 24, 2026, at 9:30 a.m., in Department C-72 of
3 the Superior Court of California, County of San Diego, located at 330 West Broadway, San
4 Diego, California 92101. Plaintiff now seeks an order granting final approval of the Class Action
5 and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiff
6 and Defendant Letter Ride, LLC (“Defendant”) (Plaintiff and Defendant collectively, the
7 “Parties”), a copy of which is attached to the Declaration of John G. Yslas in Support of
8 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
9 **2**. On March 3, 2026, this Court issued a Revised Order Granting Plaintiff’s Motion for
10 Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”).
11 In accordance with the Preliminary Approval Order, Class Members have been given notice of
12 the terms of the Settlement and the opportunity to comment on or object to it or to exclude
13 themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on March 3, 2026, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all persons who worked for Defendant in California as an hourly-paid non-
25 exempt employee at any time during the Class Period.

26 3. “Class Period” means the period from November 27, 2019, to June 16, 2025.

27 4. The Court appoints Plaintiff Jason Sampson as Class Representative for settlement
28 purposes only.

1 5. The Court appoints John G. Yslas, Diego Aviles, Courtney M. Miller, Harry
2 Erganyan, and Mariam Nazaretyan of Wilshire Law Firm, PLC as Class Counsel for settlement
3 purposes only.

4 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
6 their right to receive a settlement share, their right to comment on or object to the Settlement or to
7 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
8 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
9 periods of time were provided by each of these procedures.

10 7. No Class Members objected to the Settlement.

11 8. One (1) Class Member requested exclusion from the Settlement.

12 9. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 11. Class Members who have not opted out will be bound by the Settlement, except
23 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
24 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 12. The Court finds that Plaintiff notified the Labor and Workforce Development
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 13. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary
2 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator
3 pursuant to the Settlement Agreement.

4 14. Within ten (10) days after Defendant fully funds the Gross Settlement Amount,
5 subject to the Effective Date, the Administrator shall mail checks for all Individual Class Payments,
6 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment,
7 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 15. The "Effective Date" means the date by which both of the following have occurred:
12 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
13 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
14 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
15 one or more Participating Class Members objects to the Settlement, the day after the deadline for
16 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
17 the day after the appellate court affirms the Judgment and issues a remittitur.

18 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
20 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
21 Jason Sampson in the amount of \$5,000.00.

22 17. The Court approves payment from the Gross Settlement Amount for civil penalties
23 under PAGA in the amount of \$15,000.00 with the LWDA to receive 75% (\$11,250.00), and the
24 remaining 25% (\$3,750.00) to be distributed to Aggrieved Employees, defined means all persons
25 who worked for Defendant in California as an hourly-paid non-exempt employee at any time
26 during the period from November 27, 2022, to June 16, 2025. The Court finds and determines that
27 such payment is fair, reasonable, and appropriate.

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1 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of \$123,333.33, and the reimbursement of litigation costs in the
3 amount \$25,120.09. Both are reasonable amounts. The reasonableness of the fee award is
4 determined based on a reasonable percentage of the common fund obtained for the Class. The
5 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
6 efficient litigation practices and reflects the actual benefit obtained for the Class.

7 19. The Court approves payment from the Gross Settlement Amount for settlement
8 administration services in the amount of \$13,990.00 to the Settlement Administrator, Apex Class
9 Action LLC.

10 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
11 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
12 Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator
13 will distribute the funds represented by the check to the California State Controller's Office,
14 Unclaimed Property Division, in the name of the Class Member.

15 21. Effective on the date when Defendant fully fund the Gross Settlement Amount and
16 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
17 Class Members, and Class Counsel will release claims against all Released Parties as follows:

18 (a) Released Class Claims: "All Participating Class Members will release all
19 claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably
20 been alleged based on the facts alleged in the Operative Class Complaint, including but not
21 limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§
22 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (pursuant to Cal. Labor Code
23 §§ 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7
24 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7);
25 (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203);
26 (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226);
27 (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8)
28 failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226 and

1 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et*
2 *seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res*
3 *judicata* based on the claims that were asserted in the Actions or could have been asserted in
4 the Actions based on the facts and circumstances alleged in the Operative Class Complaint. The
5 Released Class Claims are those that accrued during the Class Period.”

6 (b) Released PAGA Claims: “All Aggrieved Employees will release all claims
7 for PAGA civil penalties that are alleged or reasonably could have been alleged based on the
8 facts alleged in the Operative PAGA Complaint and in Plaintiff’s November 15, 2023 PAGA
9 Notice. The Released PAGA Claims are those that accrued during the PAGA Period. Plaintiff,
10 as the proxy and agent of the LWDA, will release all claims for PAGA penalties asserted in the
11 operative PAGA Complaint and the LWDA Notice letter.”

12 22. “Released Parties” means Defendant and its officers and directors, and all of
13 Defendant’s shareholders, members, agents, predecessors, successors, owners, and assigns.

14 23. The Parties and Administrator are hereby ordered to comply with the terms of the
15 Settlement.

16 24. The Parties shall bear his, her, its, or their own respective attorneys’ fees and costs
17 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
18 Approval of Class Action and PAGA Settlement.

19 25. Without affecting the finality of this order in any way, pursuant to California Code
20 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
21 interpretation, administration, implementation, effectuation, and enforcement of this order and the
22 Settlement.

23 26. The Court hereby enters final judgment in accordance with the terms of the
24 Settlement, the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and
25 PAGA Settlement, and this Order Granting Plaintiff’s Motion for Final Approval of Class Action
26 and PAGA Settlement, subject to the Court’s retention of continuing jurisdiction over the Action
27 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
28 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)

1 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

2 27. A Settlement Compliance Hearing is set for November ____, 2027, at
3 ____ a.m./p.m. or a date and time soon thereafter more convenient for the Court:
4 _____, at ____ a.m./p.m. in Department C-72 of the above-captioned
5 Court.

6 28. A final report from the Settlement Administrator indicating that disbursements were
7 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
8 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
9 no appearance will be required at the Settlement Compliance Hearing.

10 **IT IS SO ORDERED.**

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12 Dated: _____

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14 HONORABLE MARCELLA O. MCCLAUGHLIN
15 JUDGE OF THE SUPERIOR COURT
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