

Electronically Received 03/14/2025 10:57 AM

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

LEMONDE LAWRENCE, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

ROUTE 64 LOGISTICS LLC, a California
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 22STCV31953

Assigned for All Purposes to:
Honorable Samantha P. Jessner
Department 7

CLASS ACTION

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

Hearing Date: March 14, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department 7

Complaint Filed: September 29, 2022
FAC Filed: February 7, 2024
SAC Filed: July 18, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
03/21/2025
David W. Stryba, Executive Officer / Clerk of Court
By: A. Morales Deputy

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

5 On July 18, 2024, Plaintiff and Defendant Route 64 Logistics LLC ("Defendant") entered
6 the Settlement Agreement to settle this lawsuit.

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

12 On March 14, 2025, the Court held a Final Approval Hearing to determine whether to
13 give final approval to the Settlement.

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

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class
19 Members have been given the opportunity to request exclusion, the Court has personal
20 jurisdiction with respect to the claims of all the Class Members. The Court also has subject
21 matter jurisdiction over this lawsuit, including jurisdiction to approve the Settlement and grants
22 final certification of the Class.

23 3. Final Class Certification. The Court finds that the Class satisfies all
24 applicable requirements of Code of Civil Procedure section 382, 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 within the State of California at any time during the period from
27 September 1, 2020 through December 6, 2023 ("Class," "Class Members," and "Class Period").
28 There are four hundred (400) Class Members who did not submit valid and timely Requests for

Exclusion from the Settlement (“Participating Class Members”). There are also 9,448 Workweeks within the Class Period.

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

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

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

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

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

reasonable, adequate, and in the best interests of the Parties. The Parties are 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.

9. Release by Participating Class Members. Effective on the date when Defendant fully funds the entire 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 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 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

b. Plaintiff’s Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, in addition to the claims released under sections E(2) and E(3) of the Agreement, Plaintiff and his former and present spouses, representatives, agents,

1 attorneys, heirs, administrators, successors, and assigns agree to a general
2 release of any and all claims, transactions, primary rights, or occurrences
3 against Released Parties. Plaintiff expressly waives and relinquishes the
4 provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

- 5 c. Released Parties. The Released Parties include Defendant and its past and
6 present directors, officers, shareholders, owners, members, managing
7 agents, attorneys, insurers, assigns, parents, subsidiaries, affiliates,
8 predecessors, successors, business partners, contracting partners, and
9 clients.

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

11 Payment. The Court finds that the Class Counsel Fees Payment of \$33,333.33, to be paid by
12 Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and
13 appropriate. The Court finds that the Class Counsel Litigation Expenses Payment as
14 reimbursement for actual litigation costs incurred of \$15,000, to be paid by Defendant to Class
15 Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and
16 costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.
17 Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or
18 disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class
19 Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses,
20 costs, or disbursements incurred by Plaintiff or Class Members in connection with or related in
21 any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released
22 Class Claims and Released PAGA Claims.

- 23 a. The Court has an independent right and responsibility to review the Class
24 Counsel Fees Payment and only award so much as it determines
25 reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.*
26 (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment
27 of \$33,333.33 is one-third (1/3) of the common fund created for the
28 benefit of the Class and is supported by use of the percentage-fee method.

1 (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)

2 Considering the results achieved, financial risk undertaken, difficult nature
3 of this litigation, skills required, percentage fees awarded in previous and
4 other cases, and contingent fees charged in the marketplace, the Court
5 finds that the Class Counsel Fees Payment is consistent with the
6 marketplace, is reasonable, and is approved.

- 7 b. The Court reviewed the Declaration of Douglas Han regarding the costs
8 expended in prosecuting this case. Under the terms of the Settlement,
9 Class Counsel may seek reimbursement of up to \$15,000 in litigation
10 costs. The Court finds that Class Counsel expended \$15,493.36 in
11 litigation costs, which slightly exceeds the maximum amount. Thus, the
12 Court approves the payment of the Class Counsel Litigation Expenses
13 Payment of \$15,000 from the common fund for the reimbursement of
14 Class Counsel's litigation costs.

15 11. Class Representative Service Payment. The Court finds that the Class
16 Representative Service Payment of \$5,000, to be paid by Defendant to Plaintiff out of the Gross
17 Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment
18 is to be paid pursuant to the terms and provisions set forth in the Agreement.

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

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1 b. The Court reviewed Plaintiff's declaration outlining his involvement.
2 Given that the risks inherent in the services as the class representative,
3 duration of the case and time involved, and benefits created for the Class,
4 the Court approves the payment of the Class Representative Service
5 Payment of \$5,000 to Plaintiff.

6 12. Administration Expenses Payment. The Court finds that the
7 Administration Expenses Payment of \$9,295, to be paid by Defendant to the Administrator out of
8 the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses
9 Payment are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

10 a. The Court reviewed the Declaration of Nicole Bench from ILYM Group,
11 Inc., the Court-approved Administrator. The Court finds that notice was
12 provided to the Class pursuant to the Preliminary Approval Order,
13 constitutes the best practicable notice to the Class, and satisfied due
14 process. Thus, the Court approves the payment of the Administration
15 Expenses Payment of \$9,295 for the Administrator's services in
16 administering the Settlement.

17 13. PAGA Penalties. The Court finds that the PAGA Penalties of \$5,000,
18 seventy-five percent (75%) of which (\$3,750) will be paid to the California Labor and
19 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
20 (25%) of which (\$1,250) shall be distributed to the Aggrieved Employees, on a pro rata basis, to
21 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
22 provisions set forth in the Settlement Agreement.

23 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross
24 Settlement Amount by transmitting one-half (1/2) of the Gross Settlement Amount to the
25 Administrator no later than twelve (12) months after the Effective Date. Within three (3)
26 calendar months after the first funding, Defendant shall transmit the remaining one-half (1/2) of
27 the Gross Settlement Amount to the Administrator. Within fourteen (14) calendar days after
28

1 Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks to the
2 appropriate entities and persons.

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

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

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

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

19 18. Non-Appeal Case Review. The Court sets a non-appearance case
20 review on January 29, 2027 at 9:00 a.m. in Department 7. At least five (5) court days before this
21 hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure
22 section 384, the compliance status report shall specify the total amount paid to the Class
23 Members and residual of the unclaimed settlement funds that will be paid to the entity identified
24 as the recipient of such funds in the Settlement Agreement.

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

- 1 a. Enforcing the terms and provisions of the Settlement Agreement and
2 resolving any disputes, claims, or causes of action in this lawsuit that, in
3 whole or in part, are related to or arise out of the Settlement Agreement or
4 this Order and Judgment;
- 5 b. Entering such additional orders as may be necessary or appropriate to
6 protect or effectuate this Order and Judgment approving the Settlement
7 Agreement, and permanently enjoining Plaintiff from initiating or
8 pursuing related proceedings, or to ensure the fair and orderly
9 administration of the Settlement; and
- 10 c. Entering any other necessary or appropriate orders to protect and
11 effectuate this Court's retention of continuing jurisdiction.

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

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

21 IT IS SO ORDERED.

22
23 DATED: 03/21/2025



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

HONORABLE SAMANTHA P. JESSNER
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 24, 2025, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Lawrence v. Route 64 Logistics LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 999296-23**
Court Case No.: 22STCV31953
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 24, 2025, at Pasadena, California.



Madison Luna