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

ALEJANDRO HARO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

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

Defendants.

Case No.: 22STCV33431

Assigned for All Purposes to:
Honorable David S. Cunningham III
Department 11

CLASS ACTION

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

Hearing Date: February 5, 2025
Hearing Time: 10:00 a.m.
Hearing Place: Department 11

Complaint Filed: October 13, 2022
FAC Filed: February 5, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

02/25/2025

David W. Story, Executive Officer / Clerk of Court

By: _____ T. Lewis Deputy

1 The Court, having read the papers filed regarding Plaintiff Alejandro Haro’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, and considering the papers submitted in support of the motion, including the Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

2 Plaintiff and Defendant Armada Shipping LLC (“Defendant”) entered the Settlement Agreement to settle this lawsuit on or about September 18, 2024.

3 On September 25, 2024, the Court entered an order preliminarily approving the settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the Class Members with an opportunity to object to the Settlement or exclude themselves from the Class, and scheduling a Final Approval Hearing.

4 On February 5, 2025, the Court held a Final Approval Hearing to determine whether to give final approval to the Settlement.

5 1. Incorporation of Other Documents. This Order of Final Approval and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth in the Settlement Agreement.

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

7 3. Final Class Certification. The Court finds that the Class satisfies all applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process. The Court certifies the Class consisting of all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from October 13, 2018, through January 4, 2024 (“Class,” “Class Members,” and “Class Period”). There are three hundred twenty-seven (327) Class Members who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).

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

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

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

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

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

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
2 Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
5 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
6 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
7 that were or could have been raised in this lawsuit and are encompassed by the Released Class
8 Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims.

9 9. Release by Participating Class Members. Effective on the date when Defendant
10 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
11 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
12 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, release the Released Parties from the Released Class Claims.

14 a. Release by Aggrieved Employee. Effective on the date when Defendant fully
15 funds the entire Gross Settlement Amount and funds all employer payroll taxes
16 owed on the Wage Portion of the Individual Class Payments, all Aggrieved
17 Employees are deemed to release, on behalf of themselves and their former and
18 present representatives, agents, attorneys, heirs, administrators, successors, and
19 assigns, the Released Parties from the Released PAGA Claims.

20 b. Plaintiff’s Release. Effective on the date when Defendant fully funds the entire
21 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
22 Portion of the Individual Class Payments, in addition to the claims released under
23 Sections E(2) and E(3) of the Settlement Agreement, Plaintiff and his former and
24 present spouses, representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns agree to a general release of any and all claims,
26 transactions, primary rights, or occurrences against Released Parties. Plaintiff also
27 expressly waives and relinquishes the provisions, rights, and benefits, if any, of
28 section 1542 of the Civil Code.

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

10. Class Representative Service Payment. The Court finds that the Class Representative Service Payment of \$5,000, to be paid by Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the 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 Plaintiff's declaration outlining his involvement. Given that the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payment of \$5,000 to Plaintiff.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds that the Class Counsel Fees Payment of \$41,666.67, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. The Court finds that the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$14,792.63, 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

1 incurred by Plaintiff or Class Members in connection with or related in any manner to this
2 lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and
3 Released PAGA Claims.

4 a. The Court has an independent right and responsibility to review the Class Counsel
5 Fees Payment and only award so much as it determines reasonable. (See
6 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
7 127-128.) The Class Counsel Fees Payment of \$41,666.67 is one-third (1/3) of the
8 common fund created for the benefit of the Class and is supported by use of the
9 percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1
10 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken,
11 difficult nature of this litigation, skills required, percentage fees award in previous
12 and other cases, and contingent fees charged in the marketplace, the Court finds
13 that the Class Counsel Fees Payment is consistent with the marketplace, is
14 reasonable, and is approved.

15 b. The Court reviewed the Declaration of Douglas Han regarding the costs expended
16 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
17 seek reimbursement of up to \$15,000 in litigation costs. The Court finds that
18 Class Counsel expended \$14,792.63 in litigation costs and that such costs were
19 reasonable. Thus, the Court approves the payment of the Class Counsel Litigation
20 Expenses Payment of \$14,792.63 from the common fund for the reimbursement
21 of Class Counsel's litigation costs.

22 12. Administration Expenses Payment. The Court finds that the Administration
23 Expenses Payment of \$8,395, to be paid by Defendant to the Administrator out of the Gross
24 Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment are
25 to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

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1 a. The Court reviewed the Declaration of Garvin Brown from ILYM Group, Inc.,
2 the Court-approved Administrator. The Court finds that notice was provided to
3 the Class pursuant to the Preliminary Approval Order, constitutes the best
4 practicable notice to the Class, and satisfied due process. The Court approves the
5 payment of the Administration Expenses Payment of \$8,395 for the
6 Administrator's services in administering the Settlement.

7 13. PAGA Penalties. The Court finds that the PAGA Penalties of \$10,000, seventy-
8 five percent (75%) of which (\$7,500) will be paid to the California Labor and Workforce
9 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
10 which (\$2,500) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be
11 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
12 provisions set forth in the Settlement Agreement.

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

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

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

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

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

6 18. Final Accounting and Compliance. The Court sets a compliance hearing on
7 ~~June 15, 2026 at 9:00 am~~
8 October 17, 2025 in Department 11. At least five (5) court days before this hearing, Plaintiff
9 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
10 compliance status report shall specify the total amount paid to the Class Members and the
11 residual of the unclaimed settlement funds that will be paid to the entity identified as the
12 recipient of such funds in the Settlement Agreement.

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

- 17 a. Enforcing the terms and provisions of the Settlement and resolving any disputes,
18 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
19 arise out of the Settlement or this Order and Judgment;
- 20 b. Entering such additional orders as may be necessary or appropriate to protect or
21 effectuate this Order and Judgment approving the Settlement, and permanently
22 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
23 fair and orderly administration of the Settlement; and
- 24 c. Entering any other necessary or appropriate orders to protect and effectuate this
25 Court's retention of continuing jurisdiction.

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

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

8
9 DATED: 02/25/2025



A handwritten signature in black ink, reading "David S. Cunningham III".

David S. Cunningham III / Judge
HONORABLE DAVID S. CUNNINGHAM III
SUPERIOR COURT JUDGE

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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, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On February 25, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Haro v. Armada Shipping LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-999092-23**
Court Case No.: 22STCV33431
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

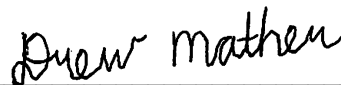
[X] BY ELECTRONIC SUBMISSION

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 February 25, 2025, at Pasadena, California.



Drew Mather