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Attorneys for Plaintiff

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

DANIEL LARIOS, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

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

Defendants.

Case No.: 22STCV39937

Assigned for All Purposes to:
Honorable Timothy Patrick Dillon
Department 15

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: February 3, 2026
Hearing Time: 10:00 a.m.
Hearing Place: Department 15

Complaint Filed: December 22, 2022
FAC Filed: February 20, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
02/03/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

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

5 On June 28, 2024, Plaintiff and Defendant Kavac Logistics LLC ("Defendant") entered
6 the Settlement Agreement.

7 On September 30, 2025, the Court entered an order preliminarily approving the
8 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
9 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
10 providing the Class Members with an opportunity to object to the Settlement or exclude
11 themselves from the Class, and scheduling a Final Approval Hearing.

12 On February 3, 2026, the Court held a Final Approval Hearing.

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

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

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from April 1, 2020, through January 25, 2024 ("Class," "Class Members," and "Class
27 Period"). There are seven hundred eighty-two (782) Class Members who did not submit valid
28 and timely Requests for Exclusion from the Settlement ("Participating Class Members").

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement Agreement 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
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
7 and Preliminary Approval Order. The Court finds that the Class Notice:

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

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

23 7. Binding Effect. The terms and provisions of the Agreement and this Order
24 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

25 8. Final Settlement Approval. The terms and provisions of the Settlement
26 Agreement have been entered into in good faith, resulting from arm’s-length negotiations by
27 experienced counsel who have carried out and meaningfully investigated the disputed claims.
28 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 shall implement the Settlement Agreement according to its terms and provisions.

9. Release by the 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 the 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 the 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 the 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. Release by Plaintiff. 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 Settlement Agreement, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns agree to a general release of any and all claims, transactions, primary rights, or occurrences against Released Parties. Plaintiff also expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

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

6 10. Gross Settlement Amount. The Court approves the payment of the Gross
7 Settlement Amount of \$159,000 to be paid by Defendant.

8 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
9 Payment. The Court finds the Class Counsel Fees Payment of \$53,000 (1/3 of the Gross
10 Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court
11 finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of
12 \$15,795.62 to be paid to Class Counsel to be reasonable and appropriate. Such fees and costs are
13 to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not
14 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
15 Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall not
16 be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by
17 Plaintiff or Class Members in connection with or related to this matter.

18 a. The courts have an independent right and responsibility to review the
19 Class Counsel Fees Payments and to only award so much as determined to
20 be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
21 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also
22 supported by the percentage fee method. (*Laffitte v. Robert Half*
23 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results
24 achieved, financial risk undertaken, difficulty of this matter, skills
25 required, percentage fees awarded in other cases, and contingent fees
26 charged in the private marketplace, the Court approves the Class Counsel
27 Fees Payment of \$53,000.

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b. The Court has reviewed the Declaration of Douglas Han regarding the litigation costs expended in prosecuting this matter. Pursuant to the Settlement Agreement, Class Counsel may seek the reimbursement of litigation costs of up to \$15,000. The Court approves the Class Counsel Litigation Expenses Payment of \$15,000.~~15,795.62.~~

12. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$7,500 to be paid to Plaintiff to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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

b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's involvement in this lawsuit. Given the risks inherent in serving as the class representative, duration of this lawsuit, work performed, and benefits created for the Class Members, the Court approves the Class Representative Service Payment of \$7,500.

13. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$12,350 to be paid to the Administrator to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The Court has reviewed the Declaration of Nick Castro from ILYM Group, Inc., the Court-approved Administrator. The Court finds that the notice provided to the Class Members constitutes the best practicable notice and satisfies due process. The Court also finds that the

1 Administrator adequately administered the Settlement. The Court
2 approves the Administration Expenses Payment of \$12,350.

3 14. PAGA Penalties. The Court finds the PAGA Penalties of \$10,000,
4 seventy-five percent (75%) of which (\$7,500) will be paid to the California Labor and
5 Workforce Development Agency and twenty-five percent (25%) of which (\$2,500) will be
6 distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate.
7 The PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the
8 Settlement Agreement.

9 15. Fairness of the Settlement Agreement. As noted in the Preliminary
10 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
11 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
12 negotiations following litigation, discovery, and exchange of documentation. The negotiations
13 were facilitated with the help of Lisa Klerman, an experienced and well-respected mediator.

14 a. There are no objections and no requests for exclusion, demonstrating the
15 fairness of the Settlement Agreement.

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

20 17. Uncashed Checks. The Class Members must cash or deposit their
21 settlement checks within one hundred eighty (180) calendar days after the settlement checks are
22 issued. The uncashed settlement checks will be canceled and transmitted to the California
23 Controller's Unclaimed Property Fund in the name of the Class Members.

24 18. Non-Appearence Case Review. The Court sets a non-appearance case
25 review on October 15, 2026 in Department 15. A compliance status report shall be filed no later
26 than five (5) court days before the non-appearance case review. Pursuant to Code of Civil
27 Procedure section 384, the compliance status report shall specify the total amount paid to the
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1 Participating Class Members and total residual of unclaimed settlement funds that will be paid to
2 the entity identified as the recipient of such funds in the Settlement Agreement.

3 19. Modification of the Agreement. The Agreement may be amended or
4 modified only by a written instrument signed by the Parties and their counsel or their
5 representatives/successors-in-interest. Such amendments or modifications shall be consistent
6 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

7 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
8 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
9 effectuation, and/or enforcement of the Settlement Agreement and this Order and Judgment, and
10 for any other necessary purpose. This includes, without limitation:

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

22 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
23 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
24 GRANTED. The Administrator is directed to carry out the terms of the Agreement 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, SETTLEMENT AGREEMENT, AND JUDGMENT THEREON.

7 IT IS SO ORDERED.

8
9 DATED: 02/03/2026



A handwritten signature in black ink, appearing to read "T. Dillon", is written over the printed name of the judge.

HONORABLE TIMOTHY PATRICK DILLON
SUPERIOR COURT JUDGE
Timothy Patrick Dillon / 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, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On February 3, 2026, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Larios v. Kavac Logistics LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 1001072-23**
 Court Case No.: 22STCV39937
 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

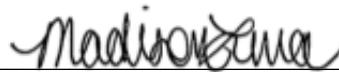
[X] BY ELECTRONIC SUBMISSION

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 3, 2026, at Pasadena, California.



Madison Luna