

FILED

05/07/2025

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

Achee, Cynthia

DEPUTY CLERK



DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
HALINA SZYMANSKI (SBN 341183)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MENDOCINO**

DANTE HILL, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

NORCAL LASTMILE LLC, a California
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 22CV00805

Assigned for All Purposes to:
Honorable Ann Moorman
Department E

CLASS ACTION

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

Hearing Date: May 2, 2025
Hearing Time: 9:30 a.m.
Hearing Place: Department E

Complaint Filed: September 19, 2022
FAC Filed: April 4, 2024
Trial Date: None Set

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

5 On June 14, 2024, Plaintiff and Defendant NorCal LastMile LLC (“Defendant”) entered
6 the Settlement Agreement to settle this lawsuit.

7 On October 4, 2024, the Court entered an order preliminarily approving the settlement of
8 this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On May 2, 2025, the Court held a Final Approval Hearing to determine whether to give
13 final approval to the Settlement.

14 1. Incorporation of Other Documents. This Order of Final Approval and
15 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
16 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
17 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 September
27 19, 2018, through May 10, 2024 (“Class,” “Class Members,” and “Class Period”). There are
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1,104 Class Members who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).

1. 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.

2. 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.

3. 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 carried out 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.

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

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

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

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

24 b. Plaintiff’s Release. Effective on the date when Defendant fully funds the
25 entire Gross Settlement Amount and funds all employer payroll taxes
26 owed on the Wage Portion of the Individual Class Payments, in addition to
27 the claims released under Sections E. 2 and E. 3 of the Agreement,
28 Plaintiff and his 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 expressly waives and relinquishes the provisions, rights, and benefits, if any, of 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.

7. Class Counsel Fees Payment and Class Counsel Litigation Expenses

Payment. The Court finds the Class Counsel Fees Payment of \$101,500, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$24,903.62, 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 incurred by Plaintiff or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$101,500 is thirty-five percent (35%) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee

method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds that the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

- b. The Court reviewed the Declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$30,000 in litigation costs. The Court finds that Class Counsel expended \$24,903.62 in litigation costs, which is less than the maximum amount, and that such costs were reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$24,903.62 from the common fund for the reimbursement of Class Counsel's litigation costs.

8. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$7,500, 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.

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b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the risks inherent in the services as 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 \$7,500 to Plaintiff.

9. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$11,625, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the Declaration of Madely Nava from Apex Class Action Administration, the Court-approved Administrator. The Court finds that notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$11,625 for the Administrator's services in administering the Settlement.

10. PAGA Penalties. The Court finds the PAGA Penalties of \$15,000, seventy-five percent (75%) of which (\$11,250) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$3,750) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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

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

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

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

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

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

- 21 a. Entering such additional orders as may be necessary or appropriate to
22 protect or effectuate this Order and Judgment approving the Settlement
23 Agreement, and permanently enjoining Plaintiff from initiating or
24 pursuing related proceedings, or to ensure the fair and orderly
25 administration of the Settlement;

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- b. Enforcing the terms and provisions of the Settlement Agreement 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 Agreement or this Order and Judgment; and
- c. Entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

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

DATED: **5/6/2025**

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On May 8, 2025, I served the foregoing document described as

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

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.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 8, 2025, at Pasadena, California.

Madison, Wis.

Madison Luna