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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCOS ESCOBAR, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

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

Defendants.

Case No.: CIVSB2223292

Assigned for All Purposes to:
Honorable Joseph T. Ortiz
Department S-17

CLASS ACTION

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

Hearing Date: April 11, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department S-17

Complaint Filed: October 12, 2022
FAC Filed: May 17, 2024
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

APR 22 2025

By 
Deputy

1 The Court, having read the papers filed regarding Plaintiff Marcos Escobar'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 July 2, 2024, Plaintiff and Defendant DirectPro Logistics LLC ("Defendant") entered
6 the Settlement Agreement to settle this lawsuit.

7 On October 22, 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 April 11, 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 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 July 14, 2019, through December 14, 2023 ("Class," "Class Members," and "Class Period").
28

1 There are seven hundred eighty-four (784) Class Members who did not submit valid and timely
2 Requests for Exclusion from the Settlement (“Participating Class Members”).

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

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

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

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

1 7. 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 8. 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 9. 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 Released Parties from the Release 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 the
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 Settlement
28 Agreement, 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. Furthermore, 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.

10. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds that the Class Counsel Fees Payment of \$93,333.33, 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 \$12,961.13, 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 \$93,333.33 is one-third (1/3) 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 \$15,000 in litigation costs. The Court finds that Class Counsel expended \$12,961.13 in litigation costs and that such costs were reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$12,961.13 from the common fund for the reimbursement of Class Counsel's litigation costs.

11. Class Representative Service Payment. The Court finds that 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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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 \$7,500 to Plaintiff.

6 12. Administration Expenses Payment. The Court finds that the
7 Administration Expenses Payment of \$12,000, to be paid by Defendant to the Administrator out
8 of 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 Lluvia Islas from Phoenix Class
11 Action Administration Solutions, the Court-approved Administrator. The
12 Court finds that notice was provided to the Class pursuant to the
13 Preliminary Approval Order, constitutes the best practicable notice to the
14 Class, and satisfied due process. Thus, the Court approves the payment of
15 the Administration Expenses Payment of \$12,000 for the Administrator's
16 services in administering the Settlement.

17 13. PAGA Penalties. The Court finds that the PAGA Penalties of \$15,000,
18 seventy-five percent (75%) of which (\$11,250) 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 (\$3,750) shall be distributed to the Aggrieved Employees, on a pro rata basis, to
21 be reasonable and appropriate. The PAGA Penalties is 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 the funds to the Administrator no later than the Effective
25 Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement
26 Amount, the Administrator will mail checks to the appropriate entities and persons.

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1 15. 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 16. 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 17. 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 18. Final Accounting and Compliance. The Court sets a compliance hearing
18 on April 14, 2026 in Department S-17. At least five (5) court days before this hearing, Plaintiff
19 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
20 compliance status report shall specify the total amount paid to the Class Members and the
21 residual of the unclaimed settlement funds that will be paid to the entity identified as the
22 recipient of such funds in the Settlement Agreement.

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

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- 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: April 22, 2025



HONORABLE JOSEPH T. ORTIZ
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 April 23, 2025, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Escobar v. DirectPro Logistics LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 1018848-24**
Court Case No.: CIVSB2223292
San Bernardino 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 April 23, 2025, at Pasadena, California.



Madison Luna