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and EFRAIN BARRIOS

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

12 EDGAR LUNA TORRES, an individual and
on behalf of all others similarly situated;

13 Plaintiffs,

14 vs.

15 YUNEXPRESS USA, INC., a New Jersey
16 corporation; and DOES 1 through 50,

17 Defendants.

Case No.: 24STCV16391

[Assigned for All Purposes to:
Hon. Elihu M. Berle, Dept. 6]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

20 DATE: September 8, 2026

21 TIME: 9:00 a.m.

DEPT: 6

22 Action Filed: July 1, 2024

23 Trial Date: Not Set

1 The Motion of Plaintiffs Edgar Luna Torres and Efrain Barrios (“Plaintiffs”) for Final
2 Approval of Class Action and PAGA Settlement, Class Representative Service Payments, and
3 Attorney’s Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this
4 Court pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
5 Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Amended Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class: All current and former non-exempt employees
18 of Defendant YunExpress USA, Inc. in the State of California during the Class Period of July 1,
19 2020 through January 31, 2026.

20 3. The Court hereby confirms Plaintiffs as the Class Representatives; William C. Sung
21 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Phoenix Settlement
22 Administrators as the Administrator.

23 4. Notice was provided to Class Members as set forth in the Settlement, which was
24 approved by the Court on May 4, 2026, and the notice process has been completed in conformity
25 with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice
26 was the best notice practicable under the circumstances, and that individual notice was provided to
27

28 _____
¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 all Class Members who could be identified through reasonable effort. The Class Notice provided
2 due and adequate notice of the proceedings and matters set forth therein.

3 5. The Court finds that no Class Member objected to or opted out of the Settlement, and
4 that the 100% participation rate in the Settlement supports final approval.

5 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
6 orders the Parties to effectuate the Settlement according to its terms.

7 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
8 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
9 of law or fact common to the Class, and there is a well-defined community of interest among
10 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
11 Representative are typical of the claims of the Settlement Class members; (d) the Class
12 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
13 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
14 Counsel are qualified to serve as counsel for the Class Representative and the Class.

15 8. The Court finds that given the absence of objections to the Settlement, this Judgment
16 and Order shall be considered final as of the date of entry.

17 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
18 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
19 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
20 terms of the Settlement.

21 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$340,000.00
22 and employer payroll taxes with the Administrator no later than 30 days after the Effective Date.

23 11. The Court finds that a Class Representative Service Payments in the amount of
24 \$5,000.00 to each Plaintiff, totaling \$10,000.00, is appropriate for Plaintiffs' service to the Class.
25 The Court finds that this payment is fair, reasonable, and adequate, and orders that the
26 Administrator make this payment in conformity with the terms of the Settlement.

27 12. The Court finds that attorney's fees in the amount of \$113,333.33 and litigation costs
28 of \$13,252.47 for Class Counsel are fair, reasonable, and adequate in light of the common fund

1 created by the Settlement, and orders that the Administrator distribute these payments to Class
2 Counsel in conformity with the terms of the Settlement.

3 13. The Court orders that the Administrator shall be paid \$9,250.00 from the Gross
4 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
5 done until the completion of this matter and finds that sum appropriate.

6 14. The Court finds that the payment to the California Labor & Workforce Development
7 Agency ("LWDA") in the amount of \$13,000.00 for its share of the settlement of Plaintiff's
8 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
9 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

10 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
11 days from the date of issuance of the check, and that any settlement checks that remain uncashed
12 after one 180 days after they are mailed shall be distributed to the Controller of the State of
13 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
14 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

15 16. "Released Parties" means Defendant and each of its former and present directors,
16 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
17 subsidiaries, affiliates, employees, divisions, related entities, agents, partners, benefit plans, and
18 representatives.

19 17. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, all Participating Class Members, on behalf of themselves and their respective former and
22 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
23 Released Parties from all claims that were alleged, or reasonably could have been alleged based on
24 the factual allegations contained in the First Amended Complaint, arising during the Class Period,
25 including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6,
26 225.5 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1,
27 1198, 1199, 2802, California Business & Professions Code section 17200, *et. seq.*, California
28 Industrial Commission Wage Orders, and including all claims related to alleged: (1) Minimum

1 Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period
2 Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse
3 Necessary Business Expenses; and (8) Unfair Competition; and this further includes any and all
4 other claims under California common law, the California Labor Code, the California Civil Code,
5 and the California Business and Professions Code alleged in or that could have been alleged under
6 the facts, allegations and/or claims pleaded in the action (“Released Class Claims”).

7 18. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, the Released Parties from all claims made or which could have been made for civil
12 penalties under the PAGA, Labor Code section 2698, et seq., arising during the PAGA Period and
13 based on the facts pled in the letters to the LWDA and the First Amended Complaint, including, but
14 not limited to, any and all claims for PAGA penalties involving any allegations that Defendant
15 failed to pay all wages due (including minimum wages, regular wages, sick pay, vacation, paid time
16 off and overtime wages or double time wages); failed to provide legally-compliant meal and rest
17 breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks;
18 failed to timely pay all earned wages and compensation; failed to timely pay wages during
19 employment; failed to reimburse necessary business expenses; failed to provide timely final pay;
20 failed to maintain required records; recordkeeping violations; failed to provide accurate itemized
21 wage statement, as well as any claims under the California Labor Code for violations of Labor Code
22 sections Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512,
23 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and applicable IWC Wage
24 Orders, and California Code of Regulations, Title 8, section 11000 et seq (“Released PAGA
25 Claims”). “Aggrieved Employees” means all current and former non-exempt employees who
26 worked for Defendant within the State of California during the PAGA Period of June 28, 2023
27 through January 31, 2026.

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1 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
2 notice of this final Judgment and Order to all Participating Class Members by posting on it the
3 Administrator’s website.

4 20. This document shall constitute a final judgment pursuant to California Rule of Court
5 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
6 hearing, the court must make and enter judgment. The judgment must include a provision for the
7 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
8 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
9 Pursuant to Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
10 Settlement, the Final Approval Order, and this Judgment.

11 21. The Court sets a Non-Appearance Compliance Hearing for _____ at
12 9:00 a.m. in Department 6 of the above-entitled Court. Plaintiff shall file a Final Disbursement
13 Declaration from the Administrator no later than 5 court days before the Compliance Hearing.

14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

15
16 DATED: _____, 2026

Hon. Elihu M. Berle
Judge of the Superior Court