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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSEPH GUEVARA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GLOBAL MAIL, INC., an Ohio corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV12053

[Hon. David S. Cunningham, Dept. 11]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: April 24, 2023
Time: 10:00 a.m.
Department: 11

Complaint Filed: March 29, 2021

1 On or about March 29, 2023, Plaintiff, Joseph Guevara, filed a motion for an Order Granting
2 Final Approval of Class Action Settlement, and on April 24, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Joint Stipulation of Class
4 Action and PAGA Settlement and Release (“Agreement”), the arguments of counsel, and all other
5 matters presented to the Court regarding final approval of the settlement, approval of requested
6 allocations from the settlement fund, and entry of final judgment.

7 **I. Background**

8 On March 29, 2021, Plaintiff, Joseph Guevara, initiated this class and Labor Code Private
9 Attorneys General Act of 2004 (“PAGA”) action against Defendant, Global Mail, Inc. The lawsuit
10 alleges two common practices result in Labor Code violations against the Settlement Class. First,
11 Defendant’s check in and check out procedures allegedly result in off-the-clock work. Second, when
12 Defendant pays “Surge Pay” wages, it allegedly furnishes wage statements that fail to show applicable
13 hourly rates of pay and the corresponding number of hours worked. Defendant denies the allegations.

14 **A. Class Members**

15 The Class is defined to include all current and former non-exempt or hourly employees of
16 Defendant that worked in the State of California at any time during the Class Period. The Class Period is
17 from August 19, 2020, through December 31, 2021. All Class Members are also PAGA Aggrieved
18 Employees; the PAGA Period is the same as the Class Period.

19 **B. Operation of the Settlement**

20 Pursuant to the Court’s January 25, 2023 Preliminary Approval Order, the Court conditionally
21 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
22 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
23 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
24 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
25 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
26 The notice process was timely completed.

27 This Court finds that the Agreement appears to be the product of serious, informed, non-
28 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment

1 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to
2 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,
3 adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action
4 settlement under California law. Under the provisions of California Code of Civil Procedure section 382
5 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4
6 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

7 [Q]uestions of law or fact common to the members of the class predominate over any questions
8 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

9 FED. R. CIV. PROC. 23.

10 Certification of a settlement class is the appropriate judicial device under these circumstances.

11 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

12 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
13 Agreement.

14 2. The Court has jurisdiction over the subject matter of the litigation, the Class
15 Representative, Settlement Class Members, and Defendant.

16 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
17 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
18 practicable under the circumstances to all Class Members, and fully met the requirements of California
19 law and due process under the State and Federal Constitutions.

20 4. The Court approves the settlement of the above-captioned action, as set forth in the
21 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
22 to perform in accordance with the terms set forth in the Agreement.

23 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
24 and attorneys' fees.

25 6. The Court hereby certifies the following Class of all current and former non-exempt or
26 hourly employees of Defendant that worked in the State of California at any time from August 19, 2020,
27 through December 31, 2021.

1 7. With respect to the Class and for purposes of approving the settlement only and for no
2 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
3 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
4 the Class, and there is a well-defined community of interest among members of the Class with respect to
5 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
6 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
7 protected the interests of the members of the Class; (e) a class action is superior to other available
8 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
9 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
10 representative capacities and for the Class.

11 8. Within seven days after the grant of Final Approval of the settlement, Defendant shall
12 deposit the Gross Settlement Amount of \$550,000.00 with the Administrator, pursuant to the terms of
13 the Agreement.

14 9. From the Gross Settlement Amount, the Administrator shall pay:
15 • to Class Counsel attorneys' fees in the amount of \$183,333.33 and reimbursement of
16 costs in the amount of \$11,408.95;
17 • to Class Representative Joseph Guevara for his unique services to the Class, and as
18 consideration for the execution of a general release, the amount of \$5,000.00;
19 • to the California Labor and Workforce Development Agency the amount of
20 \$37,500.00 for its 75% share of PAGA Penalties; and
21 • to Phoenix Settlement Administrators the amount of \$15,250.00 for its fees and costs
22 in administering the settlement.

23 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
24 to make such payments in accordance with the terms of the Agreement.

25 11. The Court approves the Individual Settlement Payment and Individual PAGA Payment
26 amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after
27 allocation of the amounts set forth in Paragraph 9.

1 12. The Court hereby orders the parties to implement the terms of the Agreement, including
2 distributing the funds from any uncashed settlement checks to the State Unclaimed Property Fund in the
3 name of the recipient.

4 13. All Class Members who did not opt out of the Settlement shall be bound by the releases
5 provided in the Agreement. All PAGA Aggrieved Employees shall be bound by the PAGA releases
6 provided in the Agreement. The Class Representative shall be bound by the additional general releases
7 provided in the Agreement.

8 14. The Court hereby enters final judgment in this case in accordance with the terms of the
9 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
10 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
11 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
12 and the Settlement.

13 15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the
14 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or
15 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
16 judgment are an admission of any liability or finding of any violation of the Labor Code.

17 **IT IS SO ORDERED AND ADJUDGED.**

18 DATED: _____, 2023

THE HONORABLE DAVID S. CUNNINGHAM