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

RASON WILLIAMS and MARQUISE
WOODSON, individually, and on behalf of
other members of the general public similarly
situated and aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

COROVAN CORPORATION, a California
corporation; COROVAN MOVING &
STORAGE CO., a California corporation;
KLINGER MOVING COMPANY, a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

FILED
ALAMEDA COUNTY

SEP 15 2023

CLERK OF THE SUPERIOR COURT

By

Nicole Hall

Case No.: RG21085500
[Consolidated with Case No. 21CV004213]

Assigned for All Purposes to:
Honorable Evelio Grillo
Department 21

CLASS ACTION

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

[Reservation ID: 358268654196]

Hearing Date: September 15, 2023
Hearing Time: 9:00 a.m.
Hearing Place: Department 21

Complaint Filed: January 11, 2021
FAC Filed: February 16, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Rason Williams and
2 Marquise Woodson's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering the papers submitted in support of the motion, including the Amended Joint
4 Stipulation for Class Action Settlement ("Settlement Agreement," "Settlement," or
5 "Agreement"), hereby **FINDS AND ORDERS:**

6 Plaintiffs and Defendants Corovan Corporation, Corovan Moving & Storage Co., Klinger
7 Moving Company, and Employers Leasing Company, Inc. ("Defendants") entered the Settlement
8 Agreement on or about October 27, 2022 to settle this lawsuit.

9 The Court entered an order dated November 8, 2022 preliminarily approving the
10 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, providing Class Members with an opportunity to object to the Settlement or exclude
13 themselves from the Class, and scheduling a Final Approval Hearing.

14 The Court held a Final Approval Hearing on September 15, 2023 to determine whether to
15 give final approval to the Settlement of this lawsuit.

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

20 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
21 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
22 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
23 including jurisdiction to approve the Settlement and grants final certification of the Class.

24 3. Final Class Certification. The Court finds the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. The Court certifies the Class consisting of all persons employed by Defendants in
27 California in a non-exempt hourly-paid position and any non-exempt hourly Temps placed or
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1 assigned at Defendants during the period of time starting on January 11, 2017 and ending on
2 November 1, 2021 ("Class" and "Settlement Class Period"). There are 2,223 Class Members
3 who did not timely opt-out ("Settlement Class Members").¹

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

7 5. Class Notice. The Court finds the Notice of Pendency of Class Action Settlement
8 ("Class Notice") and its distribution to Class Members were implemented pursuant to the
9 Settlement and this Court's Preliminary Approval Order. The Court also finds the Class Notice:

10 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
11 pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and
12 their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to
13 exclude themselves from the Settlement Agreement; (v) their right to receive Individual
14 Settlement Payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding
15 effect of the orders and judgment in this lawsuit on all Settlement Class Members;

16 b. constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, California Rule of Court 3.769, and due process;

18 c. constitutes the best practicable notice to Class Members under the
19 circumstances of this lawsuit; and

20 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

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27 ¹ The Settlement Administrator mailed Class Notices to 2,225 Class Members and received
28 two (2) requests for exclusion. Thus, there are 2,223 Settlement Class Members.

1 6. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into good faith and are the product of arm's-length negotiations by
3 experienced counsel who have done a meaningful investigation of the claims. The Settlement
4 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
5 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the
6 Settlement Agreement according to its terms and provisions.

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

9 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
10 Order and Judgment are binding on Plaintiffs, Settlement Class Members, Private Attorneys
11 General Act of 2004 ("PAGA") Members, and their spouses, heirs, registered domestic partners,
12 executors, administrators, successors, and assigns. In addition, those terms shall have res judicata
13 and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
14 maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other
15 proceedings involve matters that were or could have been raised in this lawsuit and are
16 encompassed by the Settled Claims. The Settlement Agreement will have no binding effect upon,
17 and provide no res judicata preclusion to, those Class Members who have submitted timely
18 requests for exclusion.

19 9. Release of Class Claims by Settlement Class Members. Upon the occurrence of
20 the Effective Date and Defendants' full payment of all sums required, Plaintiffs and all
21 Settlement Class Members will release, acquit, and forever discharge Released Parties of all
22 Settled Claims arising during the Settlement Class Period. Upon the Effective Date, Settlement
23 Class Members shall be bound by the Settlement and the Court's orders related to this matter.

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- 1 a. Release of Claims by Plaintiffs and the LWDA. Upon the PAGA Approval, (i)
2 Plaintiffs, in their capacity as private attorney generals for, and proxies or agents
3 of, the California LWDA; and (ii) LWDA, as the real party in interest, shall
4 irrevocably release, acquit, and forever discharge the Released Parties of all
5 Settled Claims, including all PAGA Claims, arising during the PAGA Period.
6 Upon the Effective Date, the LWDA shall be bound by the Settlement Agreement
7 and the Court's orders related to this matter.
- 8 b. General Releases by Plaintiffs Only. Subject to the occurrence of the Effective
9 Date and Defendants' full payment of all sums required, Plaintiffs shall release
10 their Settled Claims against the Released Parties and make an additional General
11 Release against the Released Parties. With respect to the General Release,
12 Plaintiffs also stipulate and agree, upon the Effective Date, Plaintiffs shall be
13 deemed to have, and by operation of the Final Judgment shall have, expressly
14 waived and relinquished, to the fullest extent permitted by law, the provisions,
15 rights, and benefits of section 1542 of the Civil Code, or any other similar
16 provision under federal or state law.
- 17 c. Released Parties. The Released Parties include Defendants and each and all of
18 their past and present parent, subsidiary, and affiliated corporations, entities,
19 divisions, general and limited partners, joint venturers and affiliates, and each of
20 their respective current and former directors, officers, managers, employees,
21 principals, members, agents, insurers, reinsurers, shareholders, attorneys,
22 advisors, representatives, general partners, limited partners, joint venturers, and
23 affiliated companies, and each of their respective executors, predecessors,
24 successors, assigns and legal representatives and all working with or in concert
25 with them or connected with them, including without limitation, Temp Agencies.

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1 10. Class Representative Enhancements. The Court finds the Class Representative
2 Enhancements of \$~~10,000~~^{7,500}, to be paid by Defendants to each Plaintiff (totaling \$~~20,000~~^{15,00}) out of
3 the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative
4 Enhancements is to be paid pursuant to the terms and provisions set forth in the Agreement.

5 a. The rationale for making enhancement payments is class representatives should
6 be compensated for the expense and risk they incurred in conferring a benefit on
7 the Class. Criteria courts consider include: (1) risk to the class representatives in
8 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
9 effort spent by the class representatives; (4) duration of the litigation; and (5)
10 personal benefit (or lack thereof) enjoyed by class representatives.

11 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
12 risks inherent in the services as the class representatives, duration of the case and
13 time involved, and benefits created for the Class, the Court approves the payment
14 of the Class Representative Enhancements of \$~~10,000~~^{7,500} to each Plaintiff.

15 11. Attorneys' Fees and Costs. The Court finds the attorneys' fees of \$~~729,312.30~~^{719,611}, to
16 be paid out of the Gross Settlement Amount by Defendants to Class Counsel, to be reasonable
17 and appropriate. In addition, the Court finds the attorneys' costs as reimbursement for actual
18 litigation costs incurred of \$20,000, to be paid by Defendants to Class Counsel out of the Gross
19 Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant
20 to the terms and provisions set forth in the Settlement Agreement. Defendants shall not be
21 required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
22 Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendants shall
23 also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
24 incurred by Plaintiffs or Class Members in connection with or related in any manner to this
25 lawsuit, Settlement Agreement, settlement administration, and/or Settled Claims.

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- 1 a. The Court has an independent right and responsibility to review the attorneys'
2 fees and only award so much as it determines reasonable. (See *Garabedian v. Los*
3 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The
4 attorneys' fees of ~~\$729,312.30~~ ^{710,611} is one-third (1/3) of the common fund created for
5 the benefit of the Class and is supported by use of the percentage-fee method.
6 (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)²
7 Considering the results achieved, financial risk undertaken, novel and difficult
8 nature of this litigation, skills required, percentage fees award in previous and
9 other cases, and contingent fees charged in the marketplace, the Court finds the
10 attorneys' fees is consistent with the marketplace, is reasonable, and is approved.
- 11 b. The Court reviewed the declarations of Douglas Han, Simon L. Yang, and Larry
12 Lee regarding the costs expended in prosecuting this case. Under the terms of the
13 Settlement, Class Counsel may seek reimbursement of up to \$20,000 in litigation
14 costs. The Court finds Class Counsel collectively expended \$20,385.66 in
15 litigation costs, and such costs were reasonable. Since the above-mentioned costs
16 exceed the amount permitted to be reimbursed, the Court approves the payment of
17 the attorneys' costs of \$20,000 from the common fund for the reimbursement of
18 Class Counsel's litigation costs.

19 12. Settlement Administration Costs. The Court finds Settlement Administration
20 Costs of \$22,000, to be paid by Defendants to the Settlement Administrator out of the Gross
21 Settlement Amount, to be reasonable and appropriate. The Settlement Administration Costs are
22 to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

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26 ² The Escalator Clause pursuant to paragraph 9 of the Settlement Agreement was
27 triggered, and Defendants elected to increase the Gross Settlement Amount to
28 \$2,187,936.92. ~~Since the attorneys' fees is one-third (1/3) of the Gross Settlement Amount,~~
~~the attorneys' fees increased to \$729,312.30.~~

1 a. The Court reviewed the declaration of Taylor Mitzner from Phoenix Class Action
2 Administration Solutions, the Court-approved Settlement Administrator. The
3 Court finds notice was provided to the Class pursuant to the Preliminary Approval
4 Order, constitutes the best practicable notice to the Class, and satisfied due
5 process. Therefore, the Court approves the payment of the Settlement
6 Administration Costs of \$22,000 for the Settlement Administrator's services in
7 administering the Settlement.

8 13. PAGA Payment. The Court finds the PAGA Payment of \$135,000, seventy-five
9 percent (75%) of which (\$101,250) will be paid to the LWDA out of the Gross Settlement
10 Amount and twenty-five percent (25%) of which (\$33,750) shall be paid to the PAGA Members,
11 on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant
12 to the terms and provisions set forth in the Settlement Agreement.

13 14. Funding the Settlement. Fifteen (15) business days after the Effective Date,
14 Defendants shall provide to the Settlement Administrator the Gross Settlement Amount plus all
15 employer payroll taxes. Within ten (10) calendar days after the Settlement Administrator's
16 receipt of the Gross Settlement Amount, the Settlement Administrator will disburse all payments
17 due under the Settlement Agreement.

18 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
19 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
20 Settlement was the product of arm's-length negotiations following extensive litigation,
21 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
22 Lynn S. Frank, an experienced and well-respected mediator.

23 a. The fairness of the Settlement is demonstrated by there being no objections to and
24 only two (2) requests for exclusion from the Settlement.

25 b. The fairness of the Settlement is further illustrated by the *gross average*
26 Individual Settlement Payment being approximately \$567.53, and the *gross*
27 *highest* Individual Settlement Payment being about \$4,176.51.
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1 16. Uncashed Checks. Individual Settlement Payment checks which are not
2 negotiated within one hundred fifty (150) calendar days after the date they are mailed shall be
3 distributed pursuant to Code of Civil Procedure section 384 with one hundred percent (100%) of
4 the amount being distributed to CASA (see
5 <http://www.casaforchildren.org/site/c.mtJSJ7MPIsE/b.5301295/k.BE9A/Home.htm>) if permitted
6 by the Court or as otherwise directed by applicable law and as ordered by the Court with
7 jurisdiction over the settlement or agreed by the Parties.

8 17. Modification of Settlement Agreement. The Settlement Class Members are
9 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
10 modifications of the Settlement Agreement by a written instrument signed by the Parties and
11 counsel for all Parties or their successors-in-interest. Such amendments or modifications shall be
12 consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members
13 under the Settlement Agreement.

14 18. Final Accounting and Compliance. The Court sets a nonappearance case review
15 for June 7, 2024 in Department 21. Within five (5) court days before this hearing, Plaintiffs shall
16 file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance
17 status report shall specify the total amount paid to Settlement Class Members and the residual of
18 the unclaimed settlement funds that will be paid to the entity identified as the recipient of such
19 funds in the Settlement Agreement.

20 a. Holdback Provision. Ten percent (10%) of the attorneys' fees (\$72,931.23) shall
21 be held in an interest-bearing account, maintained by the Settlement
22 Administrator, pending the submission and approval of a final compliance status
23 report after completion of the distribution process.

24 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
25 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
26 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
27 and for any other necessary purpose, including, without limitation:
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- 1 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
2 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
3 arise out of the Settlement or this Order and Judgment;
- 4 b. entering such additional orders as may be necessary or appropriate to protect or
5 effectuate this Order and Judgment approving the Settlement, and permanently
6 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
7 the fair and orderly administration of the Settlement; and
- 8 c. entering any other necessary or appropriate orders to protect and effectuate this
9 Court's retention of continuing jurisdiction.

10 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
11 and Class Representative Enhancements is GRANTED. The Settlement Administrator is directed
12 to carry out the terms of the Settlement Agreement forthwith.

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14 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
15 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
16 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
17 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
18 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
19 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
20 THE JUDGMENT THEREON.

21 **IT IS SO ORDERED.**

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23 DATED: SEP 15 2023

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HONORABLE EVELIO GRILLO
SUPERIOR COURT JUDGE

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 09/21/2023
PLAINTIFF/PETITIONER: Marquise Woodson et al	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy
DEFENDANT/RESPONDENT: Corovan Corporation et al	N. Hall
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21085500

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order of Final Approval and Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Larry W Lee
Diversity Law Group
lwlee@diversitylaw.com

Dated: 09/21/2023

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 09/21/2023
PLAINTIFF/PETITIONER: Marquise Woodson et al	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy
DEFENDANT/RESPONDENT: Corovan Corporation et al	N. Hall
CERTIFICATE OF MAILING	CASE NUMBER: RG21085500

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Douglas Han
Justice Law Corporation
751 N. Fair Oaks Avenue, Suite 101
Pasadena, CA 91103-

James E. Hart
LITTLER MENDELSON, P.C.
18565 Jamboree Road
Suite 800
Irvine, CA 92612-

Dated: 09/21/2023

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING

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On September 26, 2023, I served the foregoing document described as