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VENTURA SUPERIOR COURT

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SUPERIOR COURT
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JUL 27 2022

BRENDA W. McCORMICK
Executive Officer and Clerk

By: _____ Deputy

RACHEL JACOBS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

CHRISTOPHER LUQUE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

GLOVIS AMERICA, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 56-2021-00550720-CU-OE-VTA

CLASS ACTION

Assigned for All Purposes To:

Hon. Jeffrey G. Bennett

Dept.: 21

~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT

[Reservation ID: 2639589]

Hearing Date: July 27, 2022

Hearing Time: 8:20 a.m.

Complaint Filed: February 11, 2021

First Amended: March 10, 2022

Trial Date: None

1 The Court, having read the papers filed regarding Plaintiffs Christopher Luque's and
2 Cristanos Rascon's ("Plaintiffs") Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees and Costs, and Class Representative Enhancement Payments, and after
4 considering the papers submitted in support of the motion, including the Joint Stipulation of
5 Class Action Settlement ("Settlement Agreement," "Settlement," or "Agreement"), hereby
6 FINDS AND ORDERS as follows:

7 Plaintiffs and Defendant Glovis America, Inc. ("Defendant") entered the Settlement
8 Agreement on or about February 23, 2022, to settle this class action lawsuit.

9 The Court entered an Order dated March 28, 2022, preliminarily approving the settlement
10 of this class action 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, scheduling a Fairness (or Final Approval) Hearing for July 27, 2022, and providing
13 Class Members with an opportunity to object to the Settlement or exclude themselves from the
14 Class.

15 The Court held a Fairness Hearing on July 27, 2022, to determine whether to give final
16 approval to the Settlement of this class action lawsuit.

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

21 2. Jurisdiction. Because adequate notice has been disseminated and all Class
22 Members have been given the opportunity to request exclusion from the Class, the Court has
23 personal jurisdiction with respect to the claims of all Class Members. The Court also has subject
24 matter jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement,
25 grant final certification of the Class, and dismiss the class action lawsuit.

26 3. Final Class Certification. The Court finds the Class satisfies all applicable
27 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
28 process. Accordingly, the Court certifies, a Class consisting of all current and former hourly-paid

1 or non-exempt employees of Defendant within the State of California, who are not parties to an
2 arbitration agreement with Defendant, during the time period of February 11, 2017 through
3 January 19, 2022 ("Class," "Class Members," and "Class Period"). "Class Members" shall not
4 include any person who submits a timely and valid request for exclusion. There are ninety (90)
5 Class Members.

6 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
7 Gharajeh, and Jason Rothman of Justice Law Corporation have fully and adequately represented
8 the Class for purposes of entering and implementing the Settlement and have satisfied the
9 requirements of Code of Civil Procedure section 382.

10 5. Class Notice. The Court finds the Notice of Class Action Settlement ("Class
11 Notice") and its distribution to Class Members have been implemented pursuant to the
12 Settlement and this Court's Preliminary Approval Order. The Court also finds the Class Notice:

13 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
14 the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement
15 and their rights; (iii) their right to object to any aspect of the Settlement (including final
16 certification of the Class, the fairness, reasonableness and adequacy of the Settlement, the
17 adequacy of the Class's representation by Plaintiffs and Class Counsel, and/or the award of the
18 Attorneys' Fees and Costs and Class Representative Enhancement Payments); (iv) their right to
19 exclude themselves from the Settlement; (v) their right to claim an Individual Settlement
20 Payment; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) the binding
21 effect of the orders and judgment in the class action lawsuit, whether favorable or unfavorable,
22 on all Class Members;

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

25 c. constitutes the best practicable notice to Class Members under the
26 circumstances of the class action lawsuit; and

27 d. constitutes notice reasonable, adequate, and sufficient to all Class
28 Members.

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

7 7. Binding Effect. The terms and provisions of the Settlement and this Order and
8 Judgment are binding on Plaintiffs and Class Members, as well as their spouses, heirs, registered
9 domestic partners, executors, administrators, successors, and assigns, and those terms shall have
10 res judicata and other preclusive effect in all pending and future claims, lawsuits or other
11 proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits,
12 or other proceedings involve matters that were or could have been raised in the class action
13 lawsuit and are encompassed by the release of the Class Members' Released Claims. The
14 Settlement will have no binding effect upon, and provide no res judicata preclusion to, those
15 Class Members who have submitted timely requests for exclusion.

16 8. Release by All Class Members. Plaintiffs and all Class Members who do not
17 submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her heirs,
18 descendants, dependents, executors, administrators, assigns, and successors, fully and finally
19 release and discharge the Released Parties from any and all of the Released Claims for the
20 entirety of the Class Period.

21 a. General Release by Plaintiffs. In exchange for the consideration set forth in the
22 Agreement, Plaintiffs, for themselves, their heirs, successors, and assigns provide
23 a general release for the Released Parties. Plaintiffs also expressly waive and
24 relinquish any and all claims, rights or benefits they may have under Civil Code
25 section 1542.

26 b. Released Parties. The Released Parties include Defendant, and its past, present
27 and/or future, direct and/or indirect, owners, officers, directors, members,
28 managers, employees, agents, representatives, attorneys, insurers, partners,

investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, legal representatives, and joint venturers.

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

10. Class Representative Enhancement Payments. The Court finds the Class Representative Enhancement Payments of \$10,000, to be paid by Defendant to each Plaintiff out of the Maximum Settlement Amount, to be reasonable and appropriate. Class Representative Enhancement Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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

b. The Court has reviewed Plaintiffs' declaration outlining their involvement. Given the risks inherent in their services as the Class Representatives, the duration of the case and time involved, and the benefits created for the Class, the Court approves the payment of the Class Representative Enhancement Payments of \$10,000 to each Plaintiff.

11. Attorneys' Fees and Costs. The Court finds the attorneys' fees of \$84,360, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court finds the attorneys' costs as reimbursement for actual litigation costs incurred of \$8,043.17, to be paid by Defendant to Class Counsel out of the Maximum 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. Defendant shall not be required to pay for any

1 other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any
2 other counsel representing Plaintiffs and Class Members. Defendant shall also not be required to
3 pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs and
4 Class Members in connection with or related in any manner to the class action and Private
5 Attorneys General Act of 2004 ("PAGA") lawsuit, the Settlement, the Settlement administration,
6 and/or the Class Members' Released Claims.

7 a. The Court has an independent right and responsibility to review the requested
8 attorneys' fees and only award so much as it determines reasonable. (See
9 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
10 127-28.) The attorneys' fees requested by Class Counsel of \$84,360 is thirty-eight
11 percent (38%) of the common fund created for the Class's benefit and is
12 supported by the percentage-fee method. (See *Laffitte v. Robert Half*
13 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved,
14 financial risk undertaken, novel and difficult nature of this litigation, skills
15 required, percentage fees award in previous and other cases, and contingent fees
16 charged in the marketplace, the Court finds the requested attorneys' fees is
17 consistent with the marketplace, is reasonable, and is approved.

18 b. The Court has reviewed the declaration of Douglas Han regarding the costs
19 expended in the prosecution of this litigation. Under the terms of the Settlement,
20 Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The
21 Court finds Class Counsel expended \$8,043.17 in litigation costs and that such
22 costs were reasonable. Thus, the Court approves the payment of the attorneys'
23 costs of \$8,043.17 from the common fund for the reimbursement of Class
24 Counsel's litigation costs.

25 12. Settlement Administration Costs. The Court finds Settlement Administration
26 Costs of \$9,250, to be paid by Defendant to the Settlement Administrator out of the Maximum
27 Settlement Amount, to be reasonable and appropriate. The Settlement Administration Costs are
28 to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

1 a. The Court has reviewed the declaration of Nicole Bench from ILYM Group, Inc.
2 (“ILYM Group”), the Court-approved Settlement Administrator. The Court finds
3 notice was provided to the Class pursuant to the Preliminary Approval Order, the
4 notice constitutes the best practicable notice to the Class, and the notice satisfied
5 due process. Consequently, ILYM Group has discharged its duties to provide
6 notice to the Class. Thus, the Court approves the payment of the Settlement
7 Administration Costs of \$9,250 for ILYM Group’s services in administering the
8 Settlement.

9 13. PAGA Payment. The Court finds the PAGA Payment of \$25,000, seventy-five
10 percent (75%) of which (\$18,750) will be distributed to the California Labor and Workforce
11 Development Agency (“LWDA”) out of the Maximum Settlement Amount and twenty-five
12 percent (25%) of which (\$6,250) will be included in the Net Settlement Amount and distributed
13 to PAGA Members as described in the Agreement, to be reasonable and appropriate. The PAGA
14 Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

15 14. Funding of the Settlement. Within thirty (30) calendar days of the Effective Date,
16 and after Defendant has fully funded the Qualified Settlement Fund with the Maximum
17 Settlement Amount, the Settlement Administrator will issue payments to: (a) all Class Members
18 who have not submitted a valid and timely Request for Exclusion, including any Class Member
19 whose notice was returned as undeliverable; (b) all PAGA Members, (c) Plaintiffs; (d) Class
20 Counsel; and (e) the LWDA. The Settlement Administrator will also issue a payment to itself for
21 Court-approved services performed in connection with the Settlement. The Settlement
22 Administrator will pay Individual Settlement Payments from the Net Settlement Amount to all
23 Class Members and PAGA Members.

24 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
25 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the
26 Settlement was the product of arm’s-length negotiations following extensive litigation,
27 discovery, and exchange of documentation relating to Plaintiffs’ claims. The negotiations were
28

1 facilitated with the aid of mediator Gail Glick, Esq., who is an experienced and well-respected
2 class action mediator.

3 a. The fairness of the Settlement is further demonstrated by there being no
4 objections to and no requests for exclusion from the Settlement.

5 b. The fairness of the Settlement is also illustrated by the *average* Individual
6 Settlement Payment being approximately \$240.72, and the *highest* Individual
7 Settlement Payment being about \$2,016.43 under the Settlement allocation.

8 16. Uncashed Checks. Class Members and PAGA Members will receive checks for
9 their respective Individual Settlement Payments. Checks will remain negotiable for one hundred
10 eighty (180) days. Any check not cashed within one hundred eighty (180) calendar days will be
11 void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to
12 the State Controller's Unclaimed Property Fund.

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

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

22 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
23 claims, or causes of action in the class action that, in whole or in part, are related
24 to or arise out of the Settlement or this Order and Judgment;

25 b. entering such additional orders as may be necessary or appropriate to protect or
26 effectuate this Order and Judgment approving the Settlement, and permanently
27 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
28 the fair and orderly administration of the Settlement; and

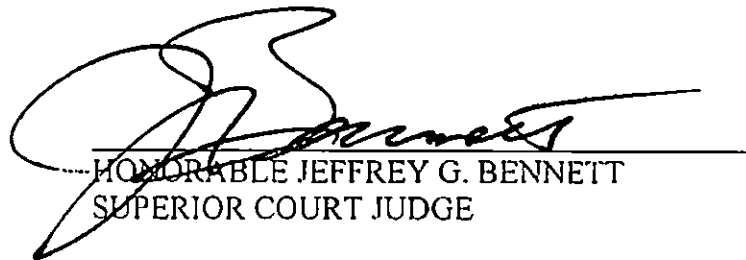
1 c. entering any other necessary or appropriate orders to protect and effectuate this
2 Court's retention of continuing jurisdiction.

3 For the reasons set forth above, the Motion for Final Approval of Class Action
4 Settlement, Attorney' Fees and Costs, and Class Representative Enhancement Payments is
5 GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
6 Agreement forthwith.

7 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
8 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT-
9 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
10 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
11 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
12 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
13 THE JUDGMENT THEREON.

14
15 IT IS SO ORDERED.

16
17 DATED: 7-27-22, 2022

18 
HONORABLE JEFFREY G. BENNETT
SUPERIOR COURT JUDGE