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F I L E D
Clerk of the Superior Court

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By: B. Orihuela, Deputy

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR COUNTY OF SAN DIEGO**

17 Joshua Rhodes and Juan Buenrostro,
18 individually and on behalf of all others
19 similarly situated,

20 Plaintiffs,

21 v.

22 Coastal Transport Co. Inc., a Texas
23 Corporation; and DOES 1 to 100, inclusive

24 Defendants.

CASE NO. 37-2021-00011509-CU-OE-CTL

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 21, 2022
Time: 9:00 a.m.
Dept: C-66
Judge: Hon. Kenneth J. Medel
Complaint Filed: October 20, 2021

1 On January 21, 2021, the Court held a hearing on Plaintiffs Joshua Rhodes and Juan
2 Buenrostro ("Plaintiffs") Motion for Final Approval of Class Action Settlement and Attorneys'
3 Fees and Costs between Plaintiff and Defendant Coastal Transport Co. Inc., and DOES 1 to 50,
4 inclusive ("Defendant") (collectively, the "Parties").

5 Due and adequate notice having been given to Class Members, and the Court having
6 considered the Stipulation and Settlement Agreement (the "Settlement Agreement" or
7 "Settlement"), all of the legal authorities and documents submitted in support thereof, all papers
8 filed and proceedings had herein, all oral and written comments received regarding the proposed
9 settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
10 GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING
11 FINDINGS AND DETERMINATIONS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement
13 (the "Order") shall have the same meanings given as those terms are used and/or defined in the
14 Parties' Settlement Agreement.¹

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject
16 matter jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Agreement and as follows:

19 *Plaintiffs and all persons, or each of them, currently or formerly employed by Defendant*
20 *in the State of California in Driver positions during the time frame of March 2, 2017*
21 *through March 31, 2021" (collectively, the "Class").*

22 4. The Court deems this definition sufficient for the purpose of California Rule of
23 Court 3.765(a) and for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 122 Class Members exists and a
25 well-defined community of interests exists in the questions of law and fact involved because in
26 the context of the Settlement: (i) all related matters, predominate over any individual questions;

27
28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit A to the Declaration of Crag J. Ackermann
in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 (ii) the claims of the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating,
2 entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and
3 adequately represented and protected the interest of the Class Members.

4 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
5 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
6 with California Rule of Court 3.766. The Class Notice informed 122 Class Members of the
7 Settlement terms, their rights to do nothing and receive their settlement share, their rights to
8 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
9 rights to appear at the Final Approval Hearing, and be heard regarding approval of the Settlement.
10 Adequate periods of time to respond and to act were provided by each of these procedures.

11 7. The Court deems this definition sufficient for the purpose of California Rule of
12 Court 3.765(a), and solely for the purpose of effectuating the Settlement.

13 8. Not a single Class Member filed or submitted a written objection to the Settlement
14 as part of this notice process.

15 9. The Court hereby approves the terms set forth in the Settlement Agreement,
16 including the \$275,000.00 gross settlement amount, and finds that the Settlement Agreement is,
17 in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable
18 requirements of the California Code of Civil Procedure, the California and United States
19 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
20 applicable law, and in the best interests of each of the Parties and Class Members. The Court
21 directs the Parties to effectuate the Settlement Agreement and Addendum according to its terms,
22 and declares this Settlement Agreement to be binding on all Participating Class Members.

23 10. The Court directs the Parties to effectuate the Settlement Agreement according to
24 its terms and declares the Settlement Agreement to be binding on all Settlement Class Members.

25 11. The Court finds that the Settlement Agreement has been reached as a result of
26 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
27 have conducted extensive investigation and research, and their attorneys were able to reasonably
28 evaluate their respective positions.

1 12. The Court also finds that Settlement will now avoid additional and potentially
2 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
3 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
4 light of the challenges posed by continued litigation, and the Court concludes that Class Counsel
5 secured significant relief for Class Members.

6 13. The Settlement Agreement is not an admission by Defendants, nor is this Order a
7 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order,
8 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
9 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
10 wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

11 14. The Court confirms Joshua Rhodes and Juan Buenrostro as Class Representatives
12 and finds them to be adequate.

13 15. The Court confirms Craig J. Ackermann and Avi Kreitenberg of Ackermann &
14 Tilajef, P.C. and Amir Seyedfarshi of Employment Rights Law Group, APC as Class Counsel,
15 and finds each of them to be adequate, experienced, and well-versed in similar class action
16 litigation.

17 16. The terms of the Agreement, including the gross settlement amount of
18 \$275,000.00, and the individual Settlement Shares, are fair, adequate, and reasonable to the Class
19 and to each Class Member, and the Court grants final approval of the Settlement set forth in the
20 Agreement, subject to this Order. The Court approves the following allocations, which fall within
21 the ranges stipulated by and through the Settlement Agreement:

22 a. The \$5,500.00 designated for payment to ILYM Group, Inc., the Settlement
23 Administrator, is fair and reasonable. The Court grants final approval of, and
24 orders the Parties to make, the payment to the Settlement Administrator in
25 accordance with the Agreement.

26 b. The \$91,667.00 requested by Plaintiffs and Class Counsel for the Class Counsel's
27 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class.

28 The Court grants final approval of, awards, and orders the Class Counsel Fees

1 Payment to be made in accordance with the Agreement.

2 c. The Court awards \$9,822.78 in litigation costs. The Court grants final approval of,
3 and orders the Class Counsel Litigation Expenses Payment in this amount to be
4 made in accordance with the Agreement, and divided between counsel in
5 proportion with their respective costs expenditures.

6 d. The \$12,000.00 requested by Plaintiff Joshua Rhodes and \$10,000.00 requested
7 by Juan Buenrostro (\$22,000.00 in total) for their Class Representative Payments
8 is fair and reasonable. The Court grants final approval of, and orders the Class
9 Representative Payments to be made in accordance with the Agreement.

10 e. The Court grants final approval of the \$20,000.00 PAGA payment, 75% of which
11 (\$15,000.00) shall be paid to the LWDA and orders the payment to be made in
12 accordance with the Agreement.

13 17. The Court orders the Parties to comply with and carry out all terms and provisions
14 of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this
15 Order, in which case the provisions of this Order shall take precedence and supersede the
16 Settlement.

17 18. Nothing in the Settlement or this Order purports to extinguish or waive
18 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment
19 of these claims in this case if the Settlement fails to become final or effective, or in any other case
20 without limitation. The Settlement is not an admission by Defendant, nor is this Order or the
21 subsequent Judgment that Plaintiff has asked the Court to enter based on this Order a finding of
22 the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by
23 Defendant. Neither the Settlement nor this Order or the subsequent Court Judgment is a finding
24 that certification of the Class is proper for any purpose or proceeding other than for settlement
25 purposes.

26 19. All Class Members shall be bound by the Settlement and this Order, including the
27 Release of Claims² in favor of Defendant and the other Released Parties as set forth in the

28 ² "Release of Claims" means the "Claims" (as defined below) that the Settlement Class Members are
[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 Agreement, and are permanently barred and enjoined from prosecuting against Defendants and
2 the other Released Parties any and all of Class Members' Released Claims as defined in the
3 Agreement.

4 20. Plaintiff and the 122 Class Members are bound to the release of claims against
5 Defendant and the other Released Parties as set forth in the Settlement Agreement and are
6 permanently barred from prosecuting against Defendant and the other Released Parties any and
7 all of Plaintiffs' Released Claims as defined in the Agreement.

8 21. The Parties shall bear their own respective attorneys' fees and costs except as
9 otherwise provided in the Settlement Agreement.

10 22. The Court approves the one hundred eighty (180) day period for cashing of checks.

11 23. The Settlement Administrator, within five (5) days of the date of this Order, shall
12 give notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by
13 posting a copy of this order and judgment on its website for 60 days.

14 24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely
15 for purposes of implementing the terms of the settlement, such as requiring the filing of a final
16 report on distributions made to the Class Members, enforcing the Settlement Agreement,
17 addressing settlement administration matters, and addressing such post-Judgment matters as may
18 be appropriate under court rules or applicable law.

19 25. Plaintiff or the Settlement Administrator shall file with the Court a report
20 _____
21 releasing under California law in return for the consideration provided by the Settlement Agreement, whether arising
22 at law, in contract or in equity and whether for premiums, unreimbursed business expenses, restitution, penalties, and
23 which arise from conduct occurring during the Class Period as set forth in the Stipulation and Settlement. "Claims"
24 are any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees,
25 damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued,
26 that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including, but
27 not limited to claims for: (1) failure to pay minimum wages (Labor Code sections 1194 and 1194.2); (2) failure to
28 provide timely, duty-free meal periods and/or pay meal period premiums (Labor Code sections 226.7, 512; IWC
Wage Order 9-2001); (3) failure to provide timely, duty-free rest periods and/or pay rest period premiums (Labor
Code section 226.7; IWC Wage Order 9-2001); (4) failure to provide accurate itemized wage statements (Labor Code
section 226); (5) waiting time penalties (Labor Code sections 201-203); (6) failure to pay timely wages (Labor Code
sections 204, 210); (7) failure to reimburse business expenses (Labor Code section 2802); (8) UCL violations (Cal.
Bus. & Prof. Code sections 17200-17204; and (9) PAGA penalties (Labor Code section 2698 *et seq.*). This Release
shall include, without limitation, claims that were raised, or that could have been raised based on the allegations in
the PAGA Notice to the LWDA dated September 13, 2020, under the applicable Wage Orders and California Labor
Code provisions. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata*
effect.

1 regarding the status of distribution within sixty (60) days after all funds have been distributed.

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3 **IT IS SO ORDERED.**

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5 DATED: 1.21.22

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HON. KENNETH J. MEDEL
CALIFORNIA SUP. COURT OF SAN DIEGO COUNTY