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1 DOUGLAS HAN (SBN 232858)
2 SHUNT TATAVOS-GHARAJEH (SBN 272164)
3 **JUSTICE LAW CORPORATION**
4 751 North Fair Oaks Avenue, Suite 101
5 Pasadena, California 91103
6 Tel: (818) 230-7502
7 Fax: (818) 230-7259

8 *Attorneys for Plaintiff*

FILED
Superior Court of California
County of Los Angeles
11/04/2024

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 ARIANA ESCOBEDO, individually, and on
12 behalf of other members of the general public
13 similarly situated;

14 **Plaintiff,**

15 v.

16 MAMBA LOGISTICS, INC., a California
17 corporation; and DOES 1 through 100,
18 inclusive;

19 **Defendants.**

Case No.: 22STCV24525

Assigned for All Purposes to:
Honorable David S. Cunningham III
Department 11

CLASS ACTION

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

Hearing Date: October 31, 2024
Hearing Time: 10:00 a.m.
Hearing Place: Department 11

Complaint Filed: July 29, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Ariana Escobedo's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering the papers
3 submitted in support of the motion, including the Class Action and PAGA Settlement Agreement
4 ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS AND ORDERS:**

5 Plaintiff and Defendants Mamba Logistics, Inc. and Danisha Wrighster ("Defendant")
6 entered the Settlement Agreement to settle this lawsuit on or about May 3, 2024.

7 The Court entered an order dated June 3, 2024 preliminarily approving the settlement of
8 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
9 382 and California Rule of Court 3.769, ordering notice to be sent to the Class Members,
10 providing the Class Members with an opportunity to object to the Settlement or exclude
11 themselves from the Class, and scheduling a Final Approval Hearing.

12 On October 31, 2024, the Court held a Final Approval Hearing to determine whether to
13 give final approval to the Settlement of this lawsuit.

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

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

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
25 exempt employees of Defendant within the State of California at any time during the period from
26 January 30, 2018, through June 23, 2023 ("Class," "Class Members," and "Class Period"). There
27 are five hundred eight (508) Class Members who did not submit valid and timely Requests for
28 Exclusion from the Settlement ("Participating Class Members").

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

4 5. Class Notice. The Court finds the Court Approved Notice of Class Action
5 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the
6 Class Members were implemented pursuant to the Settlement and this Court’s Preliminary
7 Approval Order. The Court also finds the Class Notice:

- 8 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)
9 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
10 Agreement and their rights; (iii) their right to object to any aspect of the
11 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
12 Agreement; (v) their right to receive settlement payments; (vi) their right to
13 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
14 judgment in this lawsuit on all the Participating Class Members;
- 15 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
16 section 382, California Rule of Court 3.769, and due process;
- 17 c. constitutes the best practicable notice to the Class Members under the
18 circumstances of this lawsuit; and
- 19 d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

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

22 7. Final Settlement Approval. The terms and provisions of the Settlement
23 Agreement have been entered into in good faith and are the product of arm’s-length negotiations
24 by experienced counsel who have carried out a meaningful investigation of the claims. The
25 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
26 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
27 implement the Settlement Agreement according to its terms and provisions.

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
2 Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
5 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
6 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
7 that were or could have been raised in this lawsuit and are encompassed by the Released Class
8 Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims.

9 9. Release by Participating Class Members. Effective on the date when Defendant
10 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
11 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
12 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, release the Released Parties from the Released Class Claims.

14 a. Release by Aggrieved Employee. Effective on the date when Defendant fully
15 funds the entire Gross Settlement Amount and funds all employer payroll taxes
16 owed on the Wage Portion of the Individual Class Payments, all Aggrieved
17 Employees are deemed to release, on behalf of themselves and their former and
18 present representatives, agents, attorneys, heirs, administrators, successors, and
19 assigns, the Released Parties from the Released PAGA Claims.

20 b. Plaintiff’s Release. Effective on the date when Defendant fully funds the entire
21 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
22 Portion of the Individual Class Payments, in addition to the claims released under
23 Sections E(2) and E(3) of the Settlement Agreement, Plaintiff and his former and
24 present spouses, representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns agree to a general release of any and all claims,
26 transactions, primary rights, or occurrences against Released Parties. Plaintiff
27 expressly waives and relinquishes the provisions, rights, and benefits, if any, of
28 section 1542 of the Civil Code.

1 c. Released Parties. The Released Parties include Defendant and its past and present
2 directors, officers, shareholders, owners, members, managing agents, attorneys,
3 insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors,
4 business partners, contracting partners, and clients.

5 10. Class Representative Service Payment. The Court finds the Class Representative
6 Service Payment of \$5,000, to be paid by Defendant to Plaintiff out of the Gross Settlement
7 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
8 paid pursuant to the terms and provisions set forth in the Agreement.

9 a. The rationale for making enhancement payments is class representatives should
10 be compensated for the expense and risk they incurred in conferring a benefit on
11 the Class. Criteria courts consider include: (i) risk to the class representatives in
12 commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and
13 effort spent by the class representatives; (iv) duration of the litigation; and (v)
14 personal benefit (or lack thereof) enjoyed by class representatives.

15 b. The Court reviewed Plaintiff's declaration outlining her involvement. Given the
16 risks inherent in the services as the class representative, duration of the case and
17 time involved, and benefits created for the Class, the Court approves the payment
18 of the Class Representative Service Payment of \$5,000 to Plaintiff.

19 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
20 The Court finds the Class Counsel Fees Payment of \$41,000, to be paid by Defendant to Class
21 Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the
22 Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual
23 litigation costs incurred of \$15,000, to be paid by Defendant to Class Counsel out of the Gross
24 Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant
25 to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be
26 required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
27 Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also
28 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements

1 incurred by Plaintiff or Class Members in connection with or related in any manner to this
2 lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and
3 Released PAGA Claims.

4 a. The Court has an independent right and responsibility to review the Class Counsel
5 Fees Payment and only award so much as it determines reasonable. (See
6 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
7 127-128.) The Class Counsel Fees Payment of \$41,000 is one-third (1/3) of the
8 common fund created for the benefit of the Class and is supported by use of the
9 percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1
10 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken,
11 difficult nature of this litigation, skills required, percentage fees award in previous
12 and other cases, and contingent fees charged in the marketplace, the Court finds
13 the Class Counsel Fees Payment is consistent with the marketplace, is reasonable,
14 and is approved.

15 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
16 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
17 seek reimbursement of up to \$15,000 in litigation costs. The Court finds Class
18 Counsel expended \$15,861.04 in litigation costs, which somewhat exceeds the
19 maximum amount permitted under the Settlement, and that such costs were
20 reasonable. Thus, the Court approves the payment of the Class Counsel Litigation
21 Expenses Payment of \$15,000 from the common fund for the reimbursement of
22 Class Counsel's litigation costs.

23 12. Administration Expenses Payment. The Court finds Administration Expenses
24 Payment of \$10,750, to be paid by Defendant to the Administrator out of the Gross Settlement
25 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
26 pursuant to terms and provisions set forth in the Settlement Agreement.

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1 a. The Court reviewed the declaration of Kaylie O'Connor from CPT Group, Inc.,
2 the Court-approved Administrator. The Court finds notice was provided to the
3 Class pursuant to the Preliminary Approval Order, constitutes the best practicable
4 notice to the Class, and satisfied due process. Thus, the Court approves the
5 payment of the Administration Expenses Payment of \$10,750 for the
6 Administrator's services in administering the Settlement.

7 13. PAGA Penalties. The Court finds the PAGA Penalties of \$5,000, seventy-five
8 percent (75%) of which (\$3,750) will be paid to the California Labor and Workforce
9 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
10 which (\$1,250) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be
11 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
12 provisions set forth in the Settlement Agreement.

13 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross Settlement
14 Amount by transmitting the funds to the Administrator no later than the Effective Date. Within
15 fourteen (14) calendar days after Defendant fully fund the Gross Settlement Amount, the
16 Administrator will mail settlement checks to the appropriate persons and entities.

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

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

24 16. Uncashed Checks. The Class Members must cash or deposit their settlement
25 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
26 Uncashed settlement checks will be canceled and transmitted to the California Controller's
27 Unclaimed Property Fund in the name of the Class Member.

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1 17. Modification of Agreement. The Participating Class Members are hereby
2 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
3 written instrument signed by all Parties or their representatives and approved by the Court. Such
4 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
5 the rights of the Participating Class Members under the Agreement.

6 18. Final Accounting and Compliance. The Court sets a compliance hearing on July
7 11, 2025 in Department 11. At least five (5) court days before this hearing, Plaintiff shall file a
8 compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status
9 report shall specify the total amount paid to the Class Members and the residual of the unclaimed
10 settlement funds that will be paid to the entity identified as the recipient of such funds in the
11 Settlement Agreement.

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

- 16 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
17 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
18 arise out of the Settlement or this Order and Judgment;
- 19 b. entering such additional orders as may be necessary or appropriate to protect or
20 effectuate this Order and Judgment approving the Settlement, and permanently
21 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
22 fair and orderly administration of the Settlement; and
- 23 c. entering any other necessary or appropriate orders to protect and effectuate this
24 Court's retention of continuing jurisdiction.

25 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
26 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
27 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
2 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
3 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
4 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
5 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
6 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
7 THE JUDGMENT THEREON.

8 IT IS SO ORDERED.



A handwritten signature in cursive script that reads "David S. Cunningham III".

David S. Cunningham III / Judge

9
10 DATED: 11/04/2024

HONORABLE DAVID S. CUNNINGHAM III
SUPERIOR COURT JUDGE