

Electronically Received 05/06/2024 11:36 AM

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FILED
Superior Court of California
County of Los Angeles
06/03/2024

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

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

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

13 Plaintiff,

14 v.

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

18 Defendants.

Case No.: 22STCV24525

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

CLASS ACTION

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Hearing Date: June 3, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 11

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

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable David S. Cunningham presiding, on June 3, 2024 at 9:00 am. The Court, having
4 considered the papers submitted in support of the Motion, **ORDERS THE FOLLOWING:**

5 1. The following Class is conditionally certified for purposes of settlement only: all
6 current and former hourly-paid or non-exempt employees of Defendants Mamba Logistics, Inc. and
7 Danisha Wrighster (“Defendants”) within the State of California at any time during the period from
8 January 30, 2018, through June 23, 2023 (“Class,” “Class Members,” and Class Period”).

9 2. The Court grants preliminary approval of the settlement based upon the terms set
10 forth in the Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
11 “Settlement,” or “Agreement”). Attached hereto as **Exhibit 1** is a true and correct copy of the
12 Agreement. Capitalized terms shall have the definitions set forth in the Agreement.

13 3. The settlement embodied in the Settlement Agreement appears to be fair, adequate,
14 and reasonable to the Class. The Settlement Agreement falls within the range of reasonableness and
15 appears to be presumptively valid, subject only to any objections that may be raised at the Final
16 Approval Hearing.

17 4. Plaintiff Ariana Escobedo (“Plaintiff”) is conditionally approved to serve as the class
18 representative.

19 5. Douglas Han, Shunt Tatavos-Gharajeh, and Halina Szymanski of Justice Law
20 Corporation are conditionally approved as Class Counsel for the Class.

21 6. The Court confirms CPT Group, Inc. as the Administrator.

22 7. The proposed Gross Settlement Amount of \$123,000 is conditionally approved.

23 8. The proposed payment of the Class Counsel Fees Payment to Class Counsel not to
24 exceed \$41,000 (1/3 of the Gross Settlement Amount) and Class Counsel Litigation Expenses
25 Payment to Class Counsel for actual litigation costs incurred not to exceed \$15,000 are
26 conditionally approved.

27 9. The proposed Class Representative Service Payment not to exceed \$5,000 to
28 Plaintiff for the services as the class representative is conditionally approved.

1 10. The proposed payment of the Administration Expenses Payment not to exceed
2 \$12,000 to the Administrator for its services is conditionally approved.

3 11. The Court also conditionally approves the Private Attorneys General Act of 2004
4 (“PAGA”) Penalties not to exceed \$5,000 the Parties have allocated for the settlement of the claims
5 for PAGA penalties stemming from the alleged Labor Code violations. Seventy-five percent (75%)
6 of the PAGA Penalties (\$3,750) will be paid to the California Labor and Workforce Development
7 Agency, and the remaining twenty-five percent (25%) of the PAGA Penalties (\$1,250) will be paid
8 to the Aggrieved Employees, on a pro rata basis.

9 12. A Final Approval Hearing on the question of whether the Settlement Agreement,
10 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
11 Representative Service Payment should be finally approved as fair, reasonable, and adequate as to
12 all Class Members who do not submit valid and timely Requests for Exclusion from the Settlement
13 is scheduled on the date and time set forth below.

14 13. The Court approves, as to form and content, the Court Approved Notice of Class
15 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), as attached as
16 **Exhibit A** to the Agreement. The Court also approves the procedure for Class Members to
17 participate in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

18 14. The Court directs the mailing of the Class Notice to all identified Class Members
19 via first-class United States Postal Service mail in accordance with the implementation schedule set
20 forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice,
21 as set forth in the implementation schedule below, meet the requirements of due process, provide
22 the best notice practicable under the circumstances, and shall constitute due and sufficient notice to
23 all persons entitled.

24 15. To facilitate administration of the Settlement pending final approval, the Court
25 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or
26 administrative proceedings (including, but not limited to, filing claims with the Division of Labor
27 Standards Enforcement of the California Department of Industrial Relations) based on claims
28 released by the Settlement unless and until such Class Members have filed valid requests for

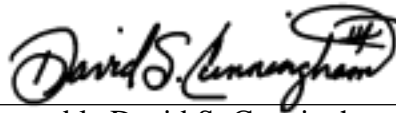
1 exclusion with the Administrator and the time for filing valid requests for exclusion with the
2 Administrator has not elapsed.

3 16. The Court orders the following implementation schedule for further proceedings:

4 a.	Deadline for Defendants to submit Class Data to Administrator	No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement
5		
6 b.	Deadline for Administrator to mail the Class Notice to Class Members	No later than fourteen (14) calendar days after receiving the Class Data
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8 c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	Within forty-five (45) calendar days from the initial mailing of the Class Notice
9		
10 d.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	Within an additional fourteen (14) calendar days beyond the Response Deadline
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12		
13 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Within sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
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17 f.	Final Approval Hearing	U&à^GF at <u>10:00</u> at <u>10:00</u> a.m./p.m. in Department 11
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19 Dated: 06/03/2024

IT IS SO ORDERED.

20 By: 
21 Honorable David S. Cunningham
22 Judge of the Superior Court
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