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11 MARIA JIMENEZ individually, and on
12 behalf of others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 MARIA JIMENEZ, individually, and on behalf
16 of others similarly situated

17 Plaintiff,

18 vs.

19 BLUE AND YELLOW TAXI GROUP, INC., a
20 California Corporation; L.A. CHECKER CAB
21 COMPANY, INC., a California Corporation;
22 GLOBAL PARATRANSIT, INC., a California
23 Corporation; and DOES 1 through 50, inclusive,

24 Defendants.

FILED
Superior Court of California
County of Los Angeles
03/12/2024
David W. Slayton, Executive Officer / Clerk of Court
By: N. Quispe Deputy

CASE NO. 19STCV11731

[Assigned for all purposes to the Hon. Elihu
M. Berle, Dept. SS-6]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT; JUDGMENT
THEREON**

Date: February 14, 2024
Time: 10:00 a.m.
Dept: 6

[Complaint filed 04/05/2019]

Electronically Received 03/08/2024 04:47 PM

1 On October 11, 2023, the Court issued an order granting preliminary approval of the
2 proposed class action Settlement between Plaintiff Maria Jimenez (“Plaintiff”), individually and
3 on behalf of others similarly situated, and Defendants Blue and Yellow Taxi Group, Inc., Checker
4 Cab Company Inc., and Global Paratransit Inc. (“Defendants”) (collectively, “the Parties”).

5 Due and adequate notice having been given to the Class, as defined below, and the Court,
6 having carefully considered Plaintiff’s unopposed Motion for Final Approval of Class Action
7 Settlement (the “Motion”), the supporting declarations and exhibits thereto, and all submissions
8 and other documents filed in this action, and good cause appearing, hereby GRANTS the Motion.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

10 1. The Court adopts all defined terms as set forth in the Amended Joint Stipulation
11 for Class Action and PAGA Settlement (“Stipulation”) filed in this action. A copy of the
12 Stipulation is attached as Exhibit 1 to the Declaration of Mikael H. Stahle in support of the
13 Motion and is made a part of this Order and Final Judgment.

14 2. The Court has jurisdiction over all claims asserted in this action, Plaintiff, the
15 Settlement Class Members, and Defendants.

16 3. The Court finds that the Settlement was made and entered into in good faith and
17 hereby approves the Settlement as fair, adequate, and reasonable to all Settlement Class
18 Members.

19 4. Solely for purposes of effectuating this Settlement, this Court has certified a class
20 defined as follows:

21 All current and former non-exempt hourly
22 employees of Defendant within California at any
23 time during the Class Period (“Employed Class
24 Members”); and 2) such taxicab drivers who were
25 not treated as employees, but rather as independent
26 contractors, by Global Paratransit and who accepted
27 Access trips through Global Paratransit during the
28 Class Period (“Taxi Class Members”).

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1 5. The Notice provided to the Settlement Class conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California
3 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
4 applicable law and constitutes the best notice practicable under the circumstances, by providing
5 individual notice to all persons in the Settlement Class who could be identified through
6 reasonable effort and by providing due and adequate notice of the proceedings and of the matters
7 set forth therein to all other persons in the Settlement Class. The Class Notice informed the Class
8 Members of the Settlement terms, the existence of their rights to submit a Request for Exclusion,
9 their rights to comment on or object to the Settlement, and their rights to appear at the Final
10 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to
11 respond and to act were provided by each of these procedures. The Notice therefore fully satisfied
12 the requirements of due process.

13 6. The Court finds that the following four (4) Class Members have submitted valid
14 requests for exclusions from the Settlement:

- 15 a. Rolando Mejia.
- 16 b. Cathy Mays.
- 17 c. Eduardo Vazquez.
- 18 d. Jesse Rubio.

19 7. The Court finds that no (0) Class Members have objected to the Settlement.

20 8. The Court finds that the Settlement Amount and the methodology used to calculate
21 and pay each Settlement Class Member's Individual Settlement Payment are fair, adequate, and
22 reasonable and authorizes the Claims Administrator to pay the Individual Settlement Payments to
23 the 3,410 Settlement Class Members in accordance with the terms of the Settlement.

24 9. Pursuant to Paragraph 42 of the Stipulation, the following release applies to all
25 Settlement Class Members:

26 Upon the Effective Date (defined in Paragraph 8 of the Stipulation), Named Plaintiff and
27 all Participating Settlement Class members, waive, release, discharge, and promise never to assert
28 in any forum any and all claims against Defendants, and each of Defendants' past, present, and

1 future parents, subsidiaries, affiliates, predecessors or successors in interest, or the officers,
2 directors, shareholders, owners, current or former employees, attorneys, agents, assigns, insurers,
3 re-insurers, of any of them, that were alleged in the Litigation or which could have been alleged
4 based on the facts asserted in the Litigation. These claims include, but are not limited to: Failure
5 to Provide Required Meal Periods, Failure to Provide Rest Periods, Failure to Pay Overtime
6 Wages; Failure to Failure to Pay Minimum Wages; Failure to Pay All Wages Due to Discharged
7 and Quitting Employees; Failure to Maintain Required Records; Failure to Furnish Accurate
8 Itemized Wage Statements; Failure to Indemnify Employees for Necessary Expenditures Incurred
9 in Discharged of Duties; Violations of Business & Professions Code § 17200, et seq.; and
10 Penalties Under the Labor Code Private Attorneys General Act (“PAGA”). Additionally, all
11 members of the PAGA Group who worked during the PAGA Period release all claims for civil
12 penalties under PAGA and waive any right to serve as a PAGA representative in this Litigation,
13 or any other action seeking to recover civil penalties under PAGA during the same PAGA Period.

14 10. Pursuant to Paragraphs 43 and 44 of the Stipulation, the following release applies
15 to Plaintiff only:

16 Upon the Effective Date, Named Plaintiff also release Defendants, and each of their
17 respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in
18 interest, officers, directors, shareholders, owners, current and former employees, attorneys,
19 agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights,
20 liabilities and causes of action of every nature and description whatsoever, known or unknown,
21 asserted or that might have been asserted, whether in tort, contract, or for violation of any state or
22 federal statute, rule or regulation arising out of, relating to, or in connection with any act or
23 omission by or on the part of Defendants (“General Release”).

24 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
25 Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to
26 the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code
27 § 1542, or any other similar provision under federal or state law, which provides:

28 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**

1 THAT THE CREDITOR OR RELEASING PARTY DOES
2 NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE
4 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT
6 WITH THE DEBTOR OR RELEASED PARTY.

7 Accordingly, if the facts relating in any manner to this Agreement are found hereafter to be other
8 than or different from the facts now believed to be true, the release of claims contained herein
9 shall be effective as to all unknown claims.

10 11. The Parties shall bear their own respective attorneys' fees and costs, except as to
11 the attorneys' fees and costs to Class Counsel awarded below in Paragraph 15 and as otherwise
12 provided for in the Settlement and approved by the Court.

13 12. Upon entry of this Order, compensation to the Settlement Class Members shall be
14 effected pursuant to the terms of the Settlement.

15 13. A total of \$35,000 from the Settlement Amount shall be allocated to penalties
16 under the Labor Code Private Attorneys General Act of 2004, California Labor Code section
17 2698, *et seq.*, of which \$26,250 shall be paid by the Claims Administrator directly to the
18 California Labor and Workforce Development Agency ("LWDA"). The remaining \$8,750 shall
19 be distributed to the PAGA Group in addition to any Net Settlement Payment allocated to them.

20 14. The Court hereby approves the payment of \$7,500 to Plaintiff as Service Award
21 for her services as Class Representative. The Court finds that this amount is fair and reasonable
22 in light of Plaintiff's contributions to this litigation, the risks she undertook in being named
23 Plaintiff and for executing a general release of their claims against Defendants. The payment of
24 the Service Awards shall be made in accordance with the terms of the Settlement.

25 15. From the Settlement Amount, Class Counsel is awarded \$116,665.50 for their
26 reasonable attorneys' fees and \$37,500.00 for their actual costs incurred in this action. The Court
27 finds that the amount of attorneys' fees requested is reasonable in light of the relevant factors and
28 that Class Counsel's costs are also reasonable. The payment of fees and costs to Class Counsel

1 shall be made in accordance with the terms of the Settlement.

2 16. The Court approves Claims Administration Expenses in the amount of \$25,000.
3 Such costs shall be paid from the Settlement Amount.

4 17. Defendants’ employer payroll taxes will be paid separately by Defendants.

5 18. In accordance with the terms of the Stipulation, Defendants shall fund the
6 Settlement Amount of \$350,000.00 within fourteen (14) days of the Date of Final Approval. On
7 or before the fourteenth (14th) calendar day after the Effective Date, the Settlement Administrator
8 shall mail out the checks to the Settlement Class Members in accordance with the Stipulation and
9 make all of the other payments to Class Counsel, the Class Representatives, and the LWDA, as
10 required by the Stipulation.

11 19. The Claims Administrator will post notice of the Court’s Order and Final
12 Judgment on its website within seven (7) days after entry of this Order.

13 20. The Court shall retain jurisdiction with respect to the interpretation,
14 implementation, and enforcement of the terms of the Settlement, and all orders and judgments
15 entered in connection therewith.

16 21. The Court hereby issues an Order to Show Cause re: Compliance with the Terms
17 of the Settlement (“OSC”). The hearing on the OSC is set for **October 16, 2024 at 8:30 a.m.** in
18 Department 6. A final declaration of the Claims Administrator shall be filed by **October 7, 2024.**

19 22. If the Settlement does not become final and effective in accordance with the terms
20 of the Stipulation, then this Order and Final Judgment, and all orders entered in connection
21 herewith, shall be rendered null and void and shall be vacated.

22 23. The Court directs that judgment be entered in accordance with the terms of this
23 Order.

24 **IT IS SO ORDERED.**

25
26 DATED: 03/12/2024



27 **Elihu M. Berle**
28 HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge