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FILED
Superior Court of California
County of Los Angeles
11/29/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

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10
11 Attorneys for Plaintiffs EDWIN PORTILLO and
MAURICIO PORTILLO, individually, and on behalf
12 of all others similarly situated and aggrieved

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

15 EDWIN PORTILLO and MAURICIO
16 PORTILLO, each as individuals and on behalf
of all other current and former aggrieved
17 employees,

18 Plaintiffs,

19 vs.

20 AJR TRUCKING, INC., a California
corporation; HAKOP KHUDIKYAN, an
21 individual; KHACHATUR KHUDIKYAN,
and individual; JEHAN REYES, an individual;
22 and DOES 1 to 30, inclusive,

23 Defendants.

Case No. 19STCV15591
Related Case No.: BC719084

[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SS1]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
SETTLEMENT**

Date: November 9, 2022
Time: 10:30 a.m.
Dept.: SS1

[Filed concurrently with (1) Notice of Motion and
Unopposed Motion for Final Approval; (2)
Declaration of Plaintiff Edwin Portillo in Support of
Motion for Final Approval; (3) Declaration of
Plaintiff Mauricio Portillo in Support of Motion for
Final Approval; and (4) Declaration of Cheryl A.
Kenner in Support of Motion for Final Approval]

Trial Date: None Set
Action Filed: May 3, 2019
FAC Filed: August 12, 2021

Electronically Received 10/11/2022 12:29 AM

1 **PROPOSED ORDER**

2 The Motion for an Order Granting Final Approval of Class Action Settlement came before this
3 Court, on November 9, 2022 at 10:30 a.m. The above-captioned Action is a class action lawsuit brought
4 by Plaintiffs Edwin Portillo and Mauricio Portillo (“Plaintiffs”) against Defendant AJR Trucking, Inc.
5 (“Defendant”) (collectively the “Parties”). Plaintiffs’ operative First Amended Complaint alleges
6 Defendant AJR Trucking, Inc.’s: (1) failure to provide compliant meal periods (and to pay required
7 premiums); (2) failure to provide compliant rest breaks (and to pay required premiums); (3) failure to pay
8 overtime wages; (4) failure to pay minimum wages; (5) failure to furnish timely and accurate wage
9 statements; (6) failure to timely pay all wages owed every pay period; (7) failure to pay all wages upon
10 separation; (8) failure to maintain required records; (9) unlawful deductions from wages; (10) failure to
11 reimburse all necessary, business-related expenses; (11) violation of California Business & Professions
12 Code sections 17200, *et seq.* (unfair business practices); (12) violation of California Labor Code sections
13 2698, *et seq.* (“PAGA”); (13) wrongful termination; (14) retaliation for exercising rights Labor Code
14 section 98.6; (15) whistleblower retaliation Labor Code section 1102.5; and (16) failure to produce
15 personnel file and payroll records. Causes of action (13) through (16) are alleged on an individual basis
16 and are not being settled as part of this class settlement.

17 On July 6, 2022, this Court entered an Order Granting Preliminary Approval of Settlement
18 (“Preliminary Approval Order”), resulting in certification of the following provisional Settlement
19 Subclasses:

- 20 (a) **Subclass A:** All current and former hourly and/or piece rate,
21 nonexempt employees of Defendant, within the State of California at any
22 time during the Class Period of May 3, 2015 through July 6, 2022.
- 23 (b) **Subclass B:** All current and former hourly and/or piece rate workers
24 who were allegedly misclassified as independent contractors working for
25 Defendant within the State of California at any time during the Class Period
26 of May 3, 2015 through July 6, 2022.

25 The Preliminary Approval Order further directed the Parties to provide Notice to the Settlement
26 Class, which informed absent class members of: (a) the proposed Settlement, and the Settlement’s key
27 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Settlement Class
28 member to object to the proposed Settlement, and an explanation of the procedures to exercise that right;

1 (d) the right of any Settlement Class member to exclude themselves from the proposed Settlement, and
2 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
3 Settlement Class members to participate in the proposed settlement.

4 The Court, upon Notice having been given as required in the Preliminary Approval Order, and
5 having considered the proposed Settlement Agreement as well as all papers filed, hereby ORDERS,
6 ADJUDGES, AND DECREES AS FOLLOWS:

7 1. This Judgment incorporates by reference the definitions in the Settlement Agreement (the
8 “Settlement”), and all terms used herein shall have the same meanings as set forth in the Settlement
9 Agreement.

10 2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the
11 Action, including all members of the Settlement Class.

12 3. The Court finds that the Settlement Class is properly certified as a class for settlement purposes
13 only.

14 4. The Notice provided to the Settlement Class conforms with the requirements of California
15 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766
16 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes
17 the best notice practicable under the circumstances, by providing individual notice to all Settlement Class
18 members who could be identified through reasonable effort, and by providing due and adequate notice of
19 the proceedings and of the matters set forth therein to the other Settlement Class members. The Notice
20 fully satisfied the requirements of due process.

21 5. The Court finds the settlement was entered into in good faith and is fair, adequate, and
22 reasonable and satisfies the standards and applicable requirements for final approval of this class action
23 settlement under California law, including the provisions of California Code of Civil Procedure section
24 382 and California Rules of Court, Rule 3.769.

25 6. One Settlement Class Member has objected to the terms of the Settlement (the “Objection”).

26 7. The Objection is overruled in its entirety.

27 8. Three Settlement Class Members have timely requested exclusion from the Settlement.

28 9. These three Settlement Class Members (Maro Mercado, Salvador Medina, and Ernesto

1 Gonzales) shall be excluded from the Settlement.

2 10. Defendant shall provide the Claims Administrator with sufficient funds to make all payments
3 and distributions as required by the Settlement.

4 11. Upon entry of this Order, compensation to the Participating Class Members shall be effected
5 pursuant to the terms of the Settlement Agreement.

6 12. The Claims Administrator shall distribute settlement benefits to Class Members from the
7 settlement funds in accordance with the Settlement.

8 13. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition
9 of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves the payment of an
10 incentive award to Class Representatives Edwin Portillo and Mauricio Portillo in the amount of \$5,000
11 each.

12 14. The Court approves the payment of attorneys' fees to Class Counsel in the sum of \$365,000,
13 and the reimbursement of litigation expenses in the sum of \$8,318.50. The Court approves and orders
14 payment in the amount of \$10,000 to CPT Group, Inc. ("CPT") for performance of its settlement claims
15 administration services. The Court approves the \$20,000 allocation of PAGA penalties and orders
16 payment in the amount of \$15,000 (75% of the \$20,000) to the California Labor and Workforce
17 Development Agency. No amounts shall be distributed to any party until Defendant fully funds the entire
18 Gross Settlement Amount.

19 15. Upon the date Defendant fully funds the settlement, Plaintiffs and all members of the
20 Settlement Class shall have, by operation of this Order and Judgment, fully, finally and forever released,
21 relinquished, and discharged Defendant from all claims as defined by the terms of the Settlement. Upon
22 the date Defendant fully funds the settlement, all members of the Settlement Class shall be and are hereby
23 permanently barred and enjoined from the institution or prosecution of any and all of the claims released
24 under the terms of the Settlement.

25 16. Upon completion of administration of the Settlement, the Parties shall file a declaration stating
26 that settlement amounts to the Settlement Class have been paid and that the terms of the settlement have
27 been completed.

28 17. This "Judgment" is intended to be a final disposition of the above captioned action's class

1 allegations only in their entirety, and is intended to be immediately appealable.

2 18. The clerk of the Court shall enter the final approval order and final judgment; and

3 19. This Court shall retain jurisdiction with respect to all matters related to the administration and
4 consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject
5 matter of the lawsuit, including but not limited to all matters related to the settlement and the
6 determination of all controversies relating thereto. Further, this Court shall retain jurisdiction of the
7 individual claims of Plaintiffs that have not been released by the Settlement.

8 20. Class Counsel must file CPT's Declaration of Compliance by ~~June 5, 2023~~, and the court sets
9 ~~an OSC re-compliance with terms of settlement for June 12, 2022 at 11:00 a.m.~~ Therefore, CPT's Report
10 on compliance is due to counsel by ~~May 29, 2023~~.

11 **IT IS SO ORDERED.**



Stuart M. Rice / Judge

12
13 Dated: 11/29/2022

Hon. Stuart M. Rice
Judge of the Superior Court

2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action; my business address is 11520 San Vicente Boulevard, Los Angeles,
6 California 90049.

7 On October 10, 2022, I served the foregoing document, described as **[PROPOSED] ORDER AND
8 JUDGMENT GRANTING FINAL APPROVAL OF CLASS SETTLEMENT** on all interested
9 parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

10 **SEE SERVICE LIST**

11 **(BY MAIL)** As follows: I placed such envelope, with postage thereon prepaid, in the United
12 States mail at Los Angeles, California. I am “readily familiar” with the firm’s practice of
13 collecting and processing correspondence for mailing. Under that practice, it would be deposited
14 with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles,
15 California, in the ordinary course of business. I am aware that, on motion of the party served,
16 service is presumed invalid if the postal cancellation or postage meter date is more than one day
17 after the date of deposit for mailing in this affidavit.

18 **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded
19 electronically onto the website www.caseanywhere.com per a mutual agreement between the
20 parties. I uploaded the above entitled document(s) with the understanding that all parties will
21 have access and be able to download said documents.

22 **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the
23 above is true and correct.

24 Executed on October 10, 2022 at Los Angeles, California.

25 
26 _____
27 Cheryl A. Kenner
28

SERVICE LIST

<p>Andre E. Jardini Michael D. Carr K.L. Myles Diron Ohanian Knapp Petersen & Clarke 550 North Brand Blvd., Ste. 1500 Glendale, CA 91203-1922</p> <p>Benjamin Aydindzhyan Rafi Ourfalian Ourfalian & Ourfalian 700 N. Brand Blvd., Suite 1150 Glendale, CA 91203</p>	<p>aej@kpclegal.com mdc@kpclegal.com klm@kpclegal.com dmo@kpclegal.com</p> <p>benjamin@ourfalianlaw.com rafi@ourfalianlaw.com</p> <p><i>Attorneys for</i> MDB Transportation Inc; MDB Logistics, Inc.; AJR Trucking, Inc; U.S. Harbor Logistics Group, Inc.; Khachatur Khudikyan, Hakop “Jack” Khudikyan; John Delatore</p>
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