

1 **LARA & LUNA APC**
Edward Lara, State Bar No. 210766
2 Linda Luna Lara, State Bar No. 240809
3 Hiromi Parks, State Bar No. 310244
6131 Orangethorpe Ave., Suite 215
4 Buena Park, California 90620
Telephone: 562-444-0010
5 Facsimile: 949-288-6953
ELara@LaraLunaLaw.com
6 LLara@LaraLunaLaw.com
7 HParks@LaraLunaLaw.com

8 Attorneys for Plaintiff DE TRINH and the Putative Class

9 **MICHAEL H. KIM, P.C.**
Michael H. Kim, State Bar No. 200792
10 1633 Bayshore Highway, Suite 333
11 Burlingame, CA 94010
Telephone: 650-697-8899
12 Facsimile: 650-697-8896
mkim@mhklawyers.com
13

14 Attorneys for Plaintiff NOE QUIJADA and the Putative Class

15 [Additional counsel on next page]

16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF ORANGE -- CIVIL COMPLEX CENTER**

18 DE TRINH and NOE QUIJADA on behalf of
19 themselves and all others similarly situated,

20 Plaintiffs,

21 v.

22 GOLDEN STATE OVERNIGHT DELIVERY
SERVICE, INC., a corporation; and DOES 1
23 through 50, inclusive,

24 Defendants.

Lead Case No. 30-2017-00961719-CU-WT-CXC
[Case No.: 30-2019-01081231-CU-WT-CXC]

[Assigned for All Purposes to The Honorable
William D. Claster, Department CX104]

~~[SECOND AMENDED PROPOSED]~~
PRELIMINARY APPROVAL ORDER

Hearing Date: March 25, 2022
Hearing Time: 9:00 a.m.
Reservation No.: 73632367

Consolidated
Complaint Filed: November 18, 2019
Trial Date:

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 06 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: CEH DEPUTY

1 **REED SMITH LLP**
Mara D. Curtis, State Bar No. 268869
2 Brittany M. Hernandez, State Bar No. 299044
355 South Grand Avenue, Suite 2900
3 Los Angeles, CA 90071-1514
4 Telephone: 213-457-8000
Facsimile: 213-457-8080
5 mcurtis@reedsmith.com
bmhernandez@reedsmith.com
6
7 Attorneys for Defendants
8 GOLDEN STATE OVERNIGHT DELIVERY
9 SERVICE, INC. (n/k/a GENERAL LOGISTICS
SYSTEMS US, INC.) and GENERAL LOGISTICS
SYSTEMS US, INC.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This matter, having come before the Honorable William D. Cluster of the Superior Court of
2 the State of California, in and for the County of Orange, on March 25, 2022, for the motion by
3 Plaintiffs De Trinh and Noe Quijada (“Plaintiffs”) for preliminary approval of a global class and
4 representative action settlement that resolves all claims of Plaintiffs and the Class against Defendants
5 Golden State Overnight Delivery Service, Inc. (n/k/a General Logistics Systems US, Inc.) and
6 General Logistics Systems US, Inc. (“Defendants”). The Court, having considered the briefs,
7 argument of counsel and all matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 1. The Court preliminarily approves of the class action and representative action
11 settlement upon the terms and conditions set forth in the Amended Class Action Settlement
12 Agreement (“Agreement”), which is attached as Exhibit D to the Declaration of Hiromi Parks in
13 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on
14 the Court’s determination that the Settlement set forth in the Agreement is within the range of
15 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
16 Procedure and California Rules of Court, rule 3.769.

17 2. For purposes of this Preliminary Approval Order (“Order”), the Court hereby adopts
18 and incorporates all definitions set forth in the Agreement.

19 3. The Court preliminarily finds that the Settlement is the product of informed, non-
20 collusive negotiations conducted at arms’ length by the Parties. The Court has considered the
21 alleged merit of Plaintiffs’ claims, Defendants’ potential liability, the allocation of Settlement
22 proceeds among Class Members and the fact that the Settlement represents a compromise of the
23 Parties’ respective positions. The Court therefore preliminarily finds that the Settlement is fair,
24 adequate, and reasonable when balanced against the probable outcome of further litigation and the
25 significant risks related to certification, liability, and damages issues, subject to further
26 consideration at the Final Fairness and Approval Hearing described below.

27 4. Solely for the purpose of settlement in accordance with the Agreement, the Court
28 finds that the requirements for certification under section 382 of the California Code of Civil

1 Procedure and other laws applicable to preliminary settlement approval of class actions have been
2 satisfied, and the Court hereby certifies, for settlement purposes only, the following Class (the
3 “Class”): all non-exempt courier drivers who are or were paid on a piece rate or other non-hourly
4 system at any of Defendants’ locations in California at any time from December 17, 2016 through
5 January 14, 2022 (“Class Period”). The Class Period for all Class Members who: (1) opted out of;
6 or (2) were not class members in the settlement of *Kostyuk v. Golden State Overnight Delivery*
7 *Service, Inc.*¹ shall be July 27, 2014 through January 14, 2022.

8 5. Pursuant to the Agreement, and for settlement purposes only, the Court further finds
9 as to the Class that:

- 10 a. The Class is so numerous that joinder of all members is impracticable;
- 11 b. There are questions of law or fact common to the Class which predominate over the
12 questions affecting only individual members;
- 13 c. The claims of the Class Representatives are typical of the claims of the Class that the
14 Class Representatives seek to certify;
- 15 d. The Class Representatives, Plaintiffs De Trinh and Noe Quijada, will fairly and
16 adequately protect the interests of the Class and are, therefore, appointed as the
17 representatives of the Class;
- 18 e. Class Counsel, Lara & Luna APC and Michael H. Kim, P.C., will fairly and
19 adequately protect the interests of the Class and are qualified to represent the Class
20 and are, therefore, appointed as attorneys for the Class for purposes of settlement
21 only; and
- 22 f. Certification of the Class is superior to other available methods for fair and efficient
23 adjudication of the controversy.

24 6. PAGA Employees is defined as all non-exempt courier drivers who are or were paid
25 on a piece rate or other non-hourly system at any of Defendants’ locations in California at any time
26 from December 17, 2016 through January 14, 2022. The PAGA Period for all PAGA Employees

27 ¹ The Court-approved settlement in *Kostyuk v. Golden State Overnight Delivery Service, Inc.*,
28 Alameda County Superior Court Case No. RG14727191, bars all claims prior to December 17, 2016.

1 who: (1) opted out of; or (2) were not class members in the settlement of *Kostyuk v. Golden State*
2 *Overnight Delivery Service, Inc.* shall be October 11, 2016 through January 14, 2022.

3 7. CPT Group, Inc. is hereby appointed to serve as the Settlement Administrator. The
4 Settlement Administrator will administer the applicable provisions of the Settlement Agreement,
5 including but not limited to: translating the Notice of Class Action and PAGA Settlement
6 (“Notice”) to Spanish; printing, mailing and re-mailing (if necessary), the Notice and receiving,
7 processing, and validating Opt Outs, Objections, and Qualifying Workweek and/or PAGA
8 Workweek disputes/Proof of Work from Class Members and Objections from PAGA Employees;
9 preparing and submitting to Settlement Class Members, PAGA Employees, and government entities
10 all appropriate tax filings, and forms; computing the amount of and distributing Individual
11 Settlement Payments, PAGA Payment Shares, Enhancement Awards to the Class Representatives,
12 and Class Counsel Attorneys’ Fees, Costs, and Expenses; processing and validating Qualifying
13 Workweek and/or PAGA Workweek disputes/Proof of Work, Opt Outs and Objections;
14 establishing a Qualified Settlement Fund; calculating and remitting to the appropriate government
15 agencies all employer and employee payroll tax obligations arising from the Settlement and
16 preparing and submitting filings required by law in connection with the payments require by the
17 Settlement; performing a National Change of Address (NCOA) search and a skip trace in order to
18 obtain the best possible address for Class Members and PAGA Employees; and establishing and
19 maintaining a dedicated website that Class Members and PAGA Employees can access to obtain
20 information about the Settlement, court filings, and contact information.

21 8. Pursuant to the terms of the Agreement, Defendants are hereby directed to prepare
22 and provide the Class Data to the Settlement Administrator within thirty (30) calendar days of entry
23 of this Order.

24 9. Pursuant to the terms of the Settlement Agreement, CPT Group, Inc. is hereby
25 directed to mail the Notice to all Class Members and PAGA Employees via first-class regular U.S.
26 Mail within forty-five (45) calendar days of entry of this Order.

27 10. The Court approves as to form and content the Notice attached as Exhibit 1 to the
28 Agreement. The Court finds that the Notice appears to fully and accurately inform the Class and

1 PAGA Employees of all material elements of the proposed Settlement, of the Class Members' right
2 to be excluded from the Class by submitting a written Opt Out request, and of each Class Member
3 and PAGA Employee's right and opportunity to object to the Settlement. The Court further finds
4 that the distribution of the Notice in the manner and form set forth in the Agreement and this Order
5 meets the requirements of due process, is the best notice practicable under the circumstances, and
6 constitutes valid, due and sufficient notice to all members of the Class and PAGA Employees
7 entitled thereto. The Court orders the mailing of the Notice by first class mail, pursuant to the terms
8 set forth in the Agreement.

9 11. The Court hereby preliminarily approves the proposed procedure for exclusion from
10 the Settlement. Any Class Member may request to be excluded from the Class and the release of
11 Released Class Claims by submitting a completed Opt Out Form in accordance with Paragraph 64
12 in the Agreement. Any such request to Opt Out will be timely only if postmarked, emailed, or faxed
13 to the Settlement Administrator before the end of the Response Deadline or within the extended
14 deadline as set forth in Paragraph 61 in the Agreement, as applicable. Any Class Member, who
15 submits a completed, signed and timely Opt Out Form shall no longer be a member of the Class,
16 shall be barred from participating in this Settlement, shall be barred from objecting to this
17 Settlement, and shall receive no benefit from this Settlement, except that Class Members who are
18 PAGA Employees will still receive their PAGA Payment Share and will release the Released
19 PAGA Claims. Class Members shall be bound by this Agreement and shall release all Released
20 Class Claims unless they submit a completed, signed, and timely Opt Out Form. If they submit a
21 valid Opt Out, they will still be bound by the release of the Released PAGA Claims.

22 12. Any Class Member wishing to object to this Settlement may submit a written
23 objection or appear at the Final Fairness and Approval Hearing in person or through counsel of their
24 choice following the procedure set forth in the Notice and prescribed by Paragraph 69 of the
25 Agreement. Any Class Member who wishes to submit a written Objection to the Agreement must
26 submit their objection before the end of the Response Deadline or within the extended deadline as
27 set forth in Paragraph 61 in the Agreement, as applicable.

28 13. Any Class Member who has submitted such written objections may, but is not

1 required to, appear in person, or through counsel, at the Final Fairness and Approval Hearing and
2 object to the approval of the Settlement or the award of attorneys' fees and reimbursement of
3 expenses to counsel. Any written objections submitted by Class Members shall be turned over to
4 Class Counsel, who shall then file the objections and any response thereto with the Court. The
5 Parties may file any response to the objections submitted by objecting Class Members, if any, at
6 least seven (7) days before the Final Fairness and Approval Hearing, or on another date set by the
7 Court. Any Class Member who has not opted out may appear at the final approval hearing and may
8 object or express the Class Member's views regarding the Settlement, and may present evidence
9 and file briefs or other papers that may be proper and relevant to the issues to be heard and
10 determined by the Court as provided in the Notice.

11 14. Any Class Member who does not make their objection(s) in the manner so provided
12 herein and in the Notice shall be deemed to have waived such objection(s) and shall forever be
13 foreclosed from making any objection(s) to the fairness or adequacy of the proposed Settlement as
14 incorporated in the Agreement and the award of attorneys' fees and reimbursement of expenses to
15 counsel and the right to appeal any orders that are entered relating thereto, unless otherwise ordered
16 by the Court.

17 15. The Final Fairness and Approval Hearing shall be held on October 21, 2022 at 9:00
18 a.m., before the Honorable William D. Claster, in Courtroom CX-104 in the Superior Court of
19 California in Orange County, located at 751 West Santa Ana Blvd., Santa Ana, California 95113.
20 At that time, the Court shall determine: (a) whether the proposed settlement of the Action on the
21 terms and conditions provided for in the Settlement Agreement is fair, just, reasonable and adequate
22 and should be finally approved; (b) whether judgment as provided in the Settlement Agreement
23 should be entered herein; (c) whether to approve Class Counsel's application for an award of
24 attorneys' fees and costs, and any Enhancement Awards to the Class Representatives; and (d) to
25 hear any timely objections to the Settlement.

26 16. The Motion for Final Approval, and any motion or application for an award of
27 attorney's fees, costs, and any Enhancement Awards to the Class Representatives must be filed and
28 served by September 27, 2022.

1 17. The Court reserves the right to adjourn the date of the Final Fairness and Approval
2 Hearing and any adjournment thereof without further notice to the Class Members and PAGA
3 Employees, and retains jurisdiction to consider all further applications arising out of or connected
4 with the Settlement. The Court may approve the Settlement, with such modifications as may be
5 agreed to by the Parties to the Settlement, if appropriate, without further notice to the Class or
6 PAGA Employees.

7
8
9 18. Pending further order of this Court, all proceedings in this matter except those
10 contemplated herein and in the Agreement are stayed and suspended until further order of this
11 Court.

12
13
14 19. Pending the Final Fairness and Approval Hearing, Plaintiffs and the Class Members
15 are hereby enjoined from prosecuting the Released Class Claims and the PAGA Employees are
16 hereby enjoined from prosecuting the Released PAGA Claims against Defendants and/or the
17 Released Parties.

18
19
20 20. The Court recognizes that certification under this Order is for settlement purposes
21 only, and shall not constitute or be construed as a finding by the Court, or an admission on the part
22 of Defendants or any of the Released Parties, of any fault or omission with respect to any claim or
23 that this action is appropriate for class or representative treatment for litigation purposes. Entry of
24 this Order is without prejudice to the rights of Defendants or any of the Released Parties to oppose
25 class certification in this action should the proposed Settlement not be granted final approval.


26
27
28 21. If for any reason the Court does not execute and file an Final Order and Judgment, or

1 if the Effective Date of the settlement, as defined in the Agreement, does not occur for any reason
2 whatsoever, the Agreement and the proposed settlement that is the subject of this Order, and all
3 evidence and proceedings had in connections therewith, shall be without prejudice to the status quo
4 ante rights of the Parties to the litigation, as more specifically set forth in the Agreement.

5 ///
6 ///
7 ///
8 ///

9 **IT IS SO ORDERED.**

10
11 DATED: 4-6, 2022



HON. WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT