

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

NOV 17 2022

DAVID H. YAMASAKI, Clerk of the Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA, DEPUTY

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

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4 DE TRINH and NOE QUIJADA on behalf of  
5 themselves and all others similarly situated,

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]

6 Plaintiff,

**[PROPOSED (AMENDED)] ORDER  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND JUDGMENT**

7  
8 v.

9 GOLDEN STATE OVERNIGHT DELIVERY  
10 SERVICE, INC., a corporation; and DOES 1  
11 through 50, inclusive,

Consolidated  
Complaint Filed: November 18, 2019  
Trial Date: None

12 Defendants.  
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1 The motion by Plaintiffs De Trinh and Noe Quijada (“Plaintiffs”) for a Final Order and  
2 Judgment approving a global class and representative action settlement that resolves all claims of  
3 Plaintiffs and the Class against Defendants Golden State Overnight Delivery Service, Inc. (n/k/a  
4 General Logistics Systems US, Inc.) and General Logistics Systems US, Inc. (“Defendants”) came  
5 on for hearing on November 9, 2022.

6 Having received and considered Plaintiffs’ motion and all papers filed in support thereof,  
7 including the Amended Class Action Settlement Agreement (“Agreement”) and the Exhibits thereto,  
8 and the evidence and argument received by the Court in conjunction with the Motion for Preliminary  
9 Approval of Class Action and PAGA Settlement, and the instant Motion for Order Granting Final  
10 Approval and Entering Judgment, the Court grants final approval of the Settlement and HEREBY  
11 ORDERS, ADJUDGES, AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. The Court, for purposes of this Final Order and Judgment (“Judgment”), incorporates  
13 by reference the definitions of the Agreement, and all terms used herein shall have the same meaning  
14 as defined in the Agreement.

15 2. The Court has jurisdiction over the subject matter of this litigation pending before the  
16 California Superior Court for the County of Orange, and over all Parties to this litigation, including  
17 the Class.

18 3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable  
19 law, the Court finds that the Gross Settlement Amount of Two Million Two Hundred Thousand  
20 Dollars (\$2,200,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

21 4. On April 6, 2022, the Court granted preliminary approval of the Settlement  
22 (“Preliminary Approval Order”).

23 5. In compliance with the Preliminary Approval Order, a Notice of Class Action and  
24 PAGA Settlement (“Notice”) was mailed to all Class Members by first-class U.S. mail, in both  
25 English and Spanish. The Court finds that distribution of the Notice in the manner set forth in this  
26 Order and the Agreement constituted the best notice practicable under the circumstances, and  
27 constituted valid, due and sufficient notice to all members of the Class and the PAGA Employees.  
28 The Notice set forth herein and in the Agreement provides a means of notice reasonably calculated

1 to apprise the Class Members and PAGA Employees of the pendency of the action and the proposed  
2 settlement, and thereby was valid, due, and sufficient notice to all Class Members and PAGA  
3 Employees, and complied fully with the laws of the State of California, the United States  
4 Constitution, due process and other applicable law. The Notice informed the Class and PAGA  
5 Employees of the terms of the Settlement, their right to an Individual Settlement Payment, of their  
6 right to submit objections, if any, and to appear in person or by counsel at the final approval hearing  
7 and to be heard regarding approval of the Settlement, of their right to request to Opt Out from the  
8 Class and the release of the Released Class Claims, and of the date set for the Final Approval  
9 hearing. Adequate periods of time were provided by each of these procedures. No member of the  
10 Class or PAGA Employee filed written objections to the proposed Settlement as part of this Notice  
11 process or stated an intention to appear at the final approval hearing.

12         6.         The Court finds and determines that this notice procedure afforded adequate  
13 protections to Class Members and PAGA Employees and provides the basis for the Court to make an  
14 informed decision regarding approval of the Settlement based on the responses of Class Members  
15 and PAGA Employees. The Court finds and determines that the Notice in the Action was the best  
16 notice practicable, which satisfied the requirements of law and due process.

17         7.         Solely for the purpose of settlement in accordance with the Agreement, the Court  
18 finds that the requirements for certification under section 382 of the California Code of Civil  
19 Procedure and other laws applicable to settlement approval of class actions have been satisfied, and  
20 the Court hereby certifies, for settlement purposes only, the following Class (the "Class"): all non-  
21 exempt courier drivers who are or were paid on a piece rate or other non-hourly system at any of  
22 Defendants' locations in California at any time from December 17, 2016 through January 14, 2022  
23 ("Class Period"). The Class Period for all Class Members who: (1) opted out of; or (2) were not  
24 class members in the settlement of *Kostyuk v. Golden State Overnight Delivery Service, Inc.*<sup>1</sup> shall  
25 be July 27, 2014 through January 14, 2022. Plaintiffs and all other Class Members who did not  
26 submit an Opt Out are Settlement Class Members.

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

1           8.       Class Members who duly requested exclusion from the Class and the release of  
2 Released Class Claims shall not receive any benefits thereunder, nor shall they be bound by the  
3 Judgment and Order in this matter. There were three (3) individuals who submitted timely, valid  
4 signed Opt Out Forms - Julie Ecklund, Andres Herrera, and Nathan Kyle Arnold. A valid Opt Out  
5 from the Class does not affect the Released PAGA Claims, which shall be binding on all PAGA  
6 Employees regardless of the requested exclusion.

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

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

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

1           11.     The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48  
2 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was reached as a result of  
3 informed and non-collusive arm's-length negotiations between the parties during an all-day  
4 mediation before Michael E. Dickstein, Esq., a respected mediator of wage and hour class actions.  
5 After the mediation, Plaintiffs and Defendants agreed on the principal terms of a settlement and  
6 accepted a mediator's proposal. The Court finds that the Agreement was made and entered into in  
7 good faith.

8           12.     The Court finds that the Settlement is fair when compared to the strength of  
9 Plaintiffs' case, Defendants' defenses, the risks involved in further litigation and maintaining class  
10 status throughout the litigation, and the amount offered in settlement. The Agreement is approved as  
11 fair, adequate and reasonable and in the best interest of Class Members and PAGA Employees.

12           13.     The Court finds that the Parties conducted extensive investigation and research, and  
13 that their attorneys were able to reasonably evaluate their respective positions.

14           14.     The Court finds that Class Counsel has extensive experience acting as class counsel  
15 in complex class action cases and their view on the reasonableness of the settlement was therefore  
16 given its due weight.

17           15.     The Settlement is not an admission by Defendants, nor is this Order a finding of the  
18 validity of any claims or allegations asserted in the Civil Actions or of any wrongdoing by  
19 Defendants. Furthermore, the Settlement is not a concession by Defendants or any of the other  
20 Released Parties and shall not be used as an admission of any fault, omission or wrongdoing by  
21 Defendants or any of the other Released Parties. Neither this Judgment, the Settlement nor any  
22 document referred to herein, nor any action taken to carry out the Settlement is, may be construed as,  
23 or may be used as, an admission by or against Defendants or any of the other Released Parties of any  
24 admission of fault, culpability, negligence, wrongdoing or liability whatsoever.

25           16.     The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and  
26 the methodology used to calculate and pay each Settlement Class Member's Individual Settlement  
27 Payment, and the methodology used to calculate and pay each PAGA Employee's PAGA Payment  
28 Share, are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual

1 Settlement Payments to the Settlement Class Members and PAGA Payment Share to each PAGA  
2 Employee who worked during the applicable PAGA Period, in accordance with the terms of the  
3 Agreement.

4 17. The Court finds that the Agreement meets all of the requirements for approval of a  
5 settlement under PAGA, including the notice of the Settlement having been properly provided to the  
6 California Labor and Workforce Development Agency ("LWDA"). The Court finds that the LWDA  
7 has not objected to, and is deemed to have approved of the terms of the Agreement.

8 18. The Court finds and determines that the PAGA Payment to be paid to the LWDA and  
9 the PAGA Employees, in the total sum of Seventy-Five Thousand Dollars (\$75,000) is fair and  
10 reasonable.

11 19. The Court hereby approves payment to the LWDA of \$56,250, representing the  
12 LWDA's share of the amount allocated to the PAGA claim.

13 20. The Court awards enhancements of \$7,500 to plaintiff Trinh and \$5,000 to plaintiff  
14 Quijada. In making these awards, the Court has considered only the factors set forth in *Golba v.*  
15 *Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC*  
16 (2009) 175 Cal.App.4th 785.

17 21. The Court awards attorney's fees in the amount of \$660,000, or 30% of the GSA.  
18 The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the  
19 work performed by class counsel, a review of the billing records provided, and the estimated  
20 lodestar. In approving these amounts and examining the billing records provided, the Court is not  
21 approving any particular hourly billing rates proposed by class counsel. Pursuant to counsel's  
22 stipulation (ROA 421), this amount is allocated 81% to the Lara firm and 19% to the Kim firm. The  
23 attorneys' fees are allocated as follows:

24 a. The amount of \$534,600.00 is awarded to Lara & Luna, APC in attorney's  
25 fees.

26 b. The amount of \$125,400.00 is awarded to Michael H. Kim, P.C. in attorney's  
27 fees.

28 22. The Court awards litigation costs of \$32,030 to Lara & Luna, APC and \$2,952 to

1 Michael H. Kim, P.C., in both cases representing the full amount sought.

2 23. The Court approves Settlement Administration Costs in the amount of Twenty  
3 Thousand Dollars (\$20,000) per the administrator's declaration, payable to CPT Group, Inc.

4 24. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees,  
5 or for any other charge, expense, or liability, except as provided for in the Settlement.

6 25. The Class Representatives and all Settlement Class Members and PAGA Employees  
7 are ~~permanently barred and enjoined~~ from prosecuting against Defendants, and the Released Parties,  
8 who are defined in Paragraph 36 of the Agreement on any of the Released Class Claims, defined in  
9 Paragraph 96 of the Agreement. The PAGA Employees are ~~permanently barred and enjoined~~ from  
10 prosecuting against Defendants and the Released Parties on any of the Released PAGA Claims,  
11 defined in Paragraph 97 of the Agreement.

12 26. Without affecting the finality of this Order in any way, the Court retains jurisdiction  
13 under California Rule of Court 3.769(h) of all matters relating to the administration, interpretation,  
14 implementation, effectuation and enforcement of the Settlement.

15 27. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
16 pursuant to the Agreement or pursuant to this Order, including the requirement that Defendants  
17 makes payments to Settlement Class Members in accordance with the Settlement.

18 28. The Court hereby enters final judgment in this case in accordance with the terms of  
19 the Agreement, Preliminary Approval Order, and this Order.

20 29. Class Counsel shall submit a copy of the Final Order and Judgment to the LWDA  
21 within ten (10) days after entry of this Order and Judgment in accordance with California Labor  
22 Code section 2699(1)(3).

23 30. The Parties shall bear their own costs and attorneys' fees except as otherwise provided  
24 by the Amended Class Action Settlement Agreement and this Order Granting Award of Attorneys'  
25 Fees, Costs, Class Representative Enhancement Awards, and Settlement Administration Costs.

26 31. Pursuant to § 384(b), Plaintiffs shall submit to the Court a final report on or before  
27 June 16, 2023 setting forth the actual amounts paid to class members and other amounts disbursed  
28 pursuant to the settlement. Upon receiving the report, the Court will determine whether further


NDC

1 reports and/or a hearing will be necessary.

2           32.     This Judgment is intended to be a final disposition of the Civil Actions in their  
3 entirety and is intended to be immediately appealable.

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5 **IT IS SO ORDERED.**

6 DATED: 11/17 2022

  
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HON. WILLIAM D. CLASTER  
JUDGE OF THE SUPERIOR COURT

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