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Attorneys for Plaintiff Rafael Jimenez, individually and on behalf of other persons  
similarly situated and similarly aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RAFAEL JIMENEZ, individually and on  
behalf of others similarly situated and  
similarly aggrieved employees,  
  
Plaintiffs,  
  
v.

CARGO HS LLC, an active California  
Limited Liability Company; and DOES 1  
through 10,  
  
Defendants.

Case No.: 21STCV15258  
  
CLASS AND REPRESENTATIVE  
ACTION  
  
*[Assigned to Hon. Elihu M. Berle  
in Dept. SS-6]*  
  
**~~[PROPOSED]~~ ORDER AND JUDGMENT  
GRANTING PLAINTIFF’S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, CLASS  
REPRESENTATIVE’S ENHANCEMENT  
AWARD, CLASS COUNSEL  
ATTORNEYS’ FEES AND COSTS,  
SETTLEMENT ADMINISTRATION  
COSTS, AND LWDA PAYMENT**  
  
Date: April 4, 2025  
Time: 10:00 a.m.  
Dept.: SS-6

**FILED**  
Superior Court of California  
County of Los Angeles  
04/29/2025  
David W. Slayton, Executive Officer / Clerk of Court  
By:           M. Fregoso           Deputy

1 On April 4, 2025, the Court considered the motion of Plaintiff Rafael Jimenez  
2 ("Plaintiff") for Final Approval of Class Action Settlement and Payment of: (1) Class  
3 Representative's Enhancement Award, (2) Class Counsel Attorneys' Fees and Costs, (3)  
4 Settlement Administration Costs, and (4) LWDA Payment. Having considered the Motion,  
5 and all legal authorities and documents concurrently and previously submitted in support  
6 thereof, including the Second Amended Class Action and PAGA Settlement Agreement and  
7 Notice ("Settlement Agreement" or "S.A"), and good cause appearing, IT IS HEREBY  
8 ORDERED and ADJUDGED that the motion is GRANTED, subject to the following  
9 findings and orders:

10 1. This Court has jurisdiction over the subject matter of this litigation and over  
11 the Parties to this litigation, including the Settlement Class;

12 2. Final approval shall be with respect to the Settlement Class defined as: All  
13 hourly, non-exempt employees who are currently or have been employed by Defendant Cargo  
14 HS, LLC ("Defendant") in the State of California at any time during the period of April 21,  
15 2017 through March 31, 2023 ("Class Period");

16 3. The distribution of the Class Notice ("Notice Documents") to the Settlement  
17 Class as set forth in the Settlement Agreement has been completed in conformity with  
18 preliminary approval granted on August 21, 2024. The Notice Documents provided adequate  
19 notice of the proceedings and about the case, including the proposed settlement terms and  
20 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice  
21 Documents fully satisfied due process requirements. The Notice Documents were sent via  
22 U.S. Mail to all persons entitled to such notice and every Settlement Class Member who  
23 could be identified through reasonable effort. As executed, the Notice Documents  
24 constituted the best notice practicable under the circumstances;

25 4. No Settlement Class Member has requested to be excluded from the  
26 Settlement;

27 5. The Court hereby approves the terms set forth in the Settlement Agreement  
28 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable

1 and directs the Parties to effectuate the Settlement Agreement according to its terms. The  
2 Court finds that the Settlement Agreement has been reached as a result of informed and non-  
3 collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
4 extensive investigation and research, and their attorneys were able to reasonably evaluate  
5 their respective positions. The Court also finds that settlement now will avoid additional and  
6 potentially substantial litigation costs, as well as delay and risks if the Parties were to  
7 continue to litigate the case. The Court has reviewed the monetary recovery being provided  
8 as part of the settlement and recognizes the significant value accorded to the Settlement  
9 Class;

10 6. The class release, as set forth in the Settlement Agreement and Notice  
11 Documents, is as follows:

12 Effective on the date when Defendant fully funds the entire Gross Settlement  
13 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual  
14 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all  
15 Released Parties.

16 Release by Participating Class Members: All Participating Class Members, on behalf  
17 of themselves and their respective former and present representatives, agents, attorneys,  
18 heirs, administrators, successors, and assigns, release Released Parties from any and all  
19 claims under state, federal, or local law, whether statutory or common law arising out of the  
20 claims expressly pleaded in the Action and all other claims, such as those under the  
21 California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law,  
22 that could have been pleaded based on the facts pleaded in the Action for (1) failure to pay  
23 minimum wages, (2) failure to pay overtime wages, (3) failure to provide all meal breaks;  
24 (4) failure to provide all rest breaks, (5) failure to provide accurate itemized wage  
25 statements, (6) failure to timely pay wages during employment and upon termination, (7)  
26 failure to maintain required records, (8) unfair business practices, and all claims for  
injunctive relief, liquidated damages, penalties, interest, fees, and costs, and all other claims  
and allegations made that could have been made in the Action during the Class Release

1 Period based on the facts and allegations in the Operative Complaint. Except as set forth  
2 this Agreement, Participating Class Members do not release any other claims, including  
3 claims for vested benefits, wrongful termination, violation of the Fair Employment and  
4 Housing Act, unemployment insurance, disability, social security, workers' compensation,  
5 or claims based on facts occurring outside the Class Release Period. "Class Release Period"  
6 means the period from April 21, 2017 through March 31, 2023.

7 Release by the State of California, the LWDA, and the Aggrieved Employees: The State  
8 of California, the LWDA, and all Aggrieved Employees are deemed to release, on behalf of  
9 themselves and their respective former and present representatives, agents, attorneys, heirs,  
10 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties,  
11 fees, and costs that were alleged, or reasonably could have been alleged, based on the PAGA  
12 Release Period facts stated in the Operative Complaint and the PAGA Notice including (1) failure  
13 to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide all meal breaks;  
14 (4) failure to provide all rest breaks, (5) failure to provide accurate itemized wage statements, (6)  
15 failure to timely pay wages during employment and upon termination, and (7) failure to maintain  
16 required records. "PAGA Release Period" means the period from April 21, 2020 through March  
31, 2023.

17 "Released Parties" means: Defendant and each of its present and former parent companies,  
18 subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, owners,  
19 partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and  
20 CARGO's counsel of record in the Action.

21 7. Defendant shall pay the Settlement Class pursuant to the procedure described  
22 in the Settlement Agreement and the Notice Documents;

23 8. The Court hereby confirms the appointment of Plaintiff Rafael Jimenez as  
24 Class Representative for settlement purposes and awards a \$7,500 payment to Plaintiff for  
25 his services to the Settlement Class. The Court finds that this amount is fair and reasonable  
26 in light of Plaintiff's contributions to this litigation and the risks he undertook in being the

1 named plaintiff. The enhancement award awarded under this paragraph shall be paid in  
2 accordance with the terms of the Settlement Agreement;

3 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik  
4 Hacopian of the Mooradian Law, APC as Class Counsel;

5 10. The Court hereby awards attorneys' fees in the amount of \$183,333.33 and  
6 finds that the attorneys' fees requested are reasonable in light of the relevant factors under  
7 California law. The attorneys' fees awarded under this paragraph shall be paid in accordance  
8 with the terms of the Settlement Agreement;

9 11. The Court also awards costs in the amount of \$12,675.28 and finds that the  
10 costs requested are reasonable in light of the relevant factors under California law. The costs  
11 awarded under this paragraph shall be paid in accordance with the terms of the Settlement  
12 Agreement;

13 12. The Court approves the payment of \$8,500 to CPT Group for the fees and  
14 costs of administering the settlement. The payment authorized by this paragraph shall be  
15 made in accordance with the terms of the Settlement Agreement;

16 13. The Court approves a \$25,000 allocation for release of the PAGA claims.  
17 From this allocation, the Court approves the payment of \$18,750 (75%) to the California  
18 Labor and Workforce Development Agency ("LWDA") and \$6,250 (25%) to Aggrieved  
19 Employees i.e. "all hourly, non-exempt employees who are currently or have been employed  
20 by Defendant in the State of California at any time during the period of April 21, 2020  
21 through March 31, 2023 ("PAGA Period"). The payments authorized by this paragraph shall  
22 be made in accordance with the terms of the Settlement Agreement;

23 14. The Gross Settlement Amount of the Settlement is \$550,000.00 (plus  
24 Defendant's employer share of taxes), from which the above noted awards shall be deducted  
25 as follows: \$7,500 for a service award to Plaintiff, \$183,333.33 for attorneys' fees,  
26 \$12,675.28 in litigation costs, \$8,500 in administration costs, and a \$25,000 allocation for  
release of PAGA claims. The remaining amount of \$312,991.39 (which excludes the

1 employer share of taxes), or Net Settlement Amount, shall be paid to the 382 Participating  
2 Settlement Class Members in accordance with the terms of the Settlement Agreement;

3 15. The Court shall have and retain continuing jurisdiction over this action and  
4 the Parties and the Settlement Class, including after the entry of this Order, to the fullest  
5 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement  
6 Agreement and this Order and Judgment;

7 16. An OSC Re: Compliance with the Terms of the Settlement is scheduled for  
8 December 15, 2025 at 8:30 a.m. and a report/declaration from the Settlement Administrator  
9 is to be filed by December 5, 2025; and

10 17. Plaintiff shall provide notice of this Order and Judgment to the LWDA as  
11 required under PAGA.

12 Dated: 04/29/2025



13 By: **Elihu M. Berle**  
14 Honorable Elihu M. Berle  
15 Judge of the Superior Court  
16 Elihu M. Berle / Judge  
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