

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 **LAWYERS for JUSTICE, PC**
5 410 West Arden Avenue, Suite 203
6 Glendale, California 91203
7 Tel: (818) 265-1020 / Fax: (818) 265-1021

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Filed
BRANDON E. RILEY, CLERK
By Allen Little
DEPUTY

5 *Attorneys for Plaintiff and the Class*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN JOAQUIN**

11 JOHN LAQUI, individually, and on behalf of
12 other members of the general public similarly
13 situated and on behalf of other aggrieved
14 employees pursuant to the California Private
15 Attorneys General Act;

14 Plaintiff,

15 vs.

16 HOLLINGSWORTH LOGISTICS GROUP, an
17 unknown business entity;
18 HOLLINGSWORTH LOGISTICS GROUP-
19 MTEC, LLC, an unknown business entity;
20 and DOES 1 through 100, inclusive,

19 Defendants.

Case No.: STK-CV-UOE-2018-0013252

Honorable Jayne Lee
Department 10C

CLASS ACTION

**PROPOSED FINAL APPROVAL
ORDER AND JUDGMENT**

Date: February 17, 2021
Time: 9:00 a.m.
Department: 10C
Complaint Filed: October 23, 2018
Trial Date: None Set

JAN 08 2021

1 This matter has come before the Honorable Jayne Lee in Department 10C of the above-
2 entitled Court, located at 180 E. Weber Avenue, Stockton, California 95202, on Plaintiff John
3 Laqui's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees,
4 Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers for Justice, PC
5 appeared on behalf of Plaintiff, and Callahan, Thompson, Sherman & Caudill, LLP appeared on
6 behalf of Defendants Hollingsworth Logistics Group and Hollingsworth Logistics Group-
7 MTESS, LLC ("Defendants").

8 On September 30, 2020, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and
13 conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
17 **FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

26 The Class is hereby defined to include:

27 All current and former hourly-paid or non-exempt employees who worked for
28 any of the Defendants within the State of California at any time during the
period from October 23, 2014 through August 8, 2019 ("Class" or "Class
Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members; fully and accurately informed the Class Members of all material elements of
3 the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The
7 Class Notice fairly and adequately described the Settlement and provided the Class Members
8 with adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the
10 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as
11 a whole. More specifically, the Court finds that the Settlement was reached following
12 meaningful discovery and investigation conducted by *Lawyers for Justice, PC* (“Class
13 Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length
14 negotiations between the parties; and that the terms of the Settlement are in all respects fair,
15 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
16 including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity
17 of the claims presented; the likely duration of further litigation; the amount offered in the
18 Settlement; the extent of investigation and discovery completed; and the experience and views
19 of Class Counsel. The Court has further considered the absence of objections to and requests
20 for exclusion from the Settlement submitted by Class Members. Accordingly, the Court hereby
21 directs that the Settlement be affected in accordance with the Settlement Agreement and the
22 following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
25 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
26 from the Settlement. Accordingly, the Court determines that all Class Members who did not
27 timely and validly opt out of the Settlement (“Settlement Class Member”) are bound by this
28 Final Approval Order and Judgment.

1 7. The Court finds that payment of Settlement Administration Costs in the amount
2 of \$8,000.00 is appropriate for the services performed and costs incurred and to be incurred for
3 the notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount
5 of \$8,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
7 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$5,000.00 to Plaintiff John Laqui for his
9 Enhancement Payment, according to the terms and methodology set forth in the Settlement
10 Agreement.

11 9. The Court finds that the allocation of \$50,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Penalties as follows: the amount of \$37,500.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$12,500.00 to be included in the Net Settlement
16 Amount for distribution to Settlement Class Members, according to the terms and methodology
17 set forth in the Settlement Agreement.

18 10. The Court finds that the request for attorneys' fees in the amount of \$271,250.00
19 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
20 award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
21 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator
22 issue payment in the amount of \$271,250.00 to Class Counsel for attorneys' fees, in accordance
23 with the terms and methodology set forth in the Settlement Agreement.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$19,295.21 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that
26 the Settlement Administrator issue payment in the amount of \$19,295.21 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
28 set forth in the Settlement Agreement.

1 12. The Court hereby enters Judgment by which Settlement Class Member shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 13. It is hereby ordered that Defendants shall deposit the Maximum Settlement
5 Amount, and if Employer Taxes must be paid by the Settlement Administrator, an amount
6 sufficient to pay Employer Taxes resulting from the Settlement, into an account established by
7 the Settlement Administrator within twenty-one (21) calendar days of the Effective Date, in
8 accordance with the terms and methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
10 Settlement Payments to the Settlement Class Members within seven (7) calendar days after
11 Defendants fund the Maximum Settlement Amount, according to the methodology and terms
12 set forth in the Settlement Agreement.

13 15. Any and all Individual Settlement Payment checks issued to Settlement Class
14 Members shall remain valid and negotiable for 180 calendar days from the date of issuance.
15 Thereafter, Individual Settlement Payment checks that are not negotiated within the 180-day
16 period shall be cancelled, and the funds associated with such cancelled checks shall be
17 distributed to Legal Aid at Work.

18 16. After entry of this Final Approval Order and Judgment, pursuant to California
19 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
20 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
21 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
22 and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

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1 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
3 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
4 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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6 Dated:

2/17/21

Jayne Lee

HONORABLE JAYNE LEE
JUDGE OF THE SUPERIOR COURT

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