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Superior Court of California
County of Los Angeles

APR 23 2021

Sherri R. Carter, Executive Officer/Clerk
By: Pedro Martinez, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROSA VENEGAS, as an individual)	Case No.: BC715217
and on behalf of others)	
similarly situated, JOSE)	
GARCIA, as an individual and on)	
behalf of others similarly)	
situated,)	JUDGMENT
)	
Plaintiffs,)	
)	
vs.)	
)	
BERGEN SHIPPERS CORP., a New)	
Jersey corporation, FAIRWAY)	
STAFFING SERVICES, a California)	
corporation, and DOES 1-50,)	
inclusive,)	
)	
Defendants.)	
)	
)	

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement separate and the contemporaneously executed

1 First Amended PAGA Settlement Agreement, ("Settlement
2 Agreements") and certified a provisional settlement class on
3 October 26, 2020.

4 B. The Court granted final approval of the Settlement
5 Agreements on April 7, 2021, certified the settlement class,
6 with four opt-outs, (Monica Chavez, Coralia Duran, Jarred
7 Martinez, and Yareli Ramirez) and found that the Settlement
8 Agreements were fair, adequate and reasonable.

9
10 C. The Court defined the settlement class as "(i) All
11 individuals whom were employed in California as non-exempt
12 employees directly by Defendant Bergen Shippers Corp. (not
13 deployed to work from staffing agencies) at any time between
14 July 26, 2014 and October 26, 2020 (the date of the order
15 granting Preliminary Approval of the Settlement); and (ii) all
16 individuals who were employed in California as non-exempt
17 employees by Defendant Fairway Staffing Services who were
18 deployed to work for Defendant Bergen Shippers Corp. at any time
19 between August 21, 2017 and October 26, 2020 (the date of the
20 order granting Preliminary Approval of the Settlement)."

21 D. The Court defined the PAGA aggrieved employees as "all
22 individuals who were employed in California as non-exempt
23 employees at Defendant Bergen Shippers Corp., including all
24 employees of Defendant Fairway Staffing Services who were
25 deployed to work for Defendant Bergen Shippers Corp., at any

1 time between August 21, 2017 and October 26, 2020 (the date of
2 the order granting Preliminary Approval of the Class
3 Settlement)."

4 IT IS ORDERED, ADJUDGED AND DECREED as follows:

5 1. Plaintiffs Rosa Venegas, as an individual and on
6 behalf of others similarly situated, JOSE GARCIA, as an
7 individual and on behalf of others similarly situated, shall
8 take from Defendants Bergen Shippers Corp. and Fairway Staffing
9 Services as set forth in the Parties' Settlement Agreements and
10 the Court's Approval Order entered April 7, 2021.

11 2. Defendants shall pay Plaintiffs the Gross Settlement
12 Amount of \$400,000. The Net Settlement Amount is the Gross
13 Settlement Amount minus the following:

14 a. \$133,320.00 (33.33%) for attorneys' fees to Class
15 Counsel, Jackson Law, APC;

16 b. \$9,189.04 in attorney costs to Class Counsel;

17 c. \$7,000 to the class representatives [Jose Garcia
18 (\$5,000), and Rosa Venegas (\$2,000)] for enhancement awards; and

19 d. \$12,610.20 to Phoenix Settlement Administrators
20 for claims administration costs; and

21 e. \$18,750 (75% of the PAGA Settlement) to the
22 California Labor and Workforce Development Agency.

23 3. Upon the date on which Defendants fully fund the
24 Maximum Settlement Amount, the Class Representatives, Jose
25

1 Garcia and Rosa Venegas, and every Participating Class Member
2 (as defined in paragraphs 5 and 22 of the Amended Settlement
3 Agreement), shall be deemed to have, and by operation of this
4 Final Approval Order and Judgment shall have, fully, finally,
5 and forever waived, released, relinquished and discharged all
6 Released Claims against Defendants and all Released Persons, as
7 those terms are defined in the Settlement Agreement and as
8 follows:

9
10 a. "RELEASED CLAIMS" claims include all claims under
11 state, federal or local law, whether statutory, common law or
12 administrative law, arising out of or related to allegations set
13 forth in the operative Complaint, including but not limited to
14 claims for failure to pay minimum wages, failure to pay overtime
15 wages, failure to provide meal breaks, failure to provide rest
16 periods, failure to pay timely wages upon termination, failure
17 to provide and maintain accurate itemized wage statements and
18 maintain records, failure to pay timely wages during employment,
19 and alleged violations of the California Business and
20 Professions Code section 17200, et seq., including, but not
21 limited to, injunctive relief, liquidated damages, penalties of
22 any nature, interest, fees, including fees under California Code
23 of Civil Procedure section 1021.5; costs; and all other claims
24 and allegations made or which could have been made in the Action
25 based on the facts and allegations pled in the operative

1 Complaint during the Class Period. Further, those Participating
2 Class Members who cash, deposit, or otherwise negotiate their
3 Individual Settlement Award checks will be deemed to have opted
4 in for purposes of the Fair Labor Standards Act ("FLSA") and to
5 have, thereby, released all of the Released Parties of all
6 minimum wage and overtime claims which arose from July 26, 2015
7 through the date of the order granting Preliminary Approval of
8 the Settlement for individuals employed as non-exempt employees
9 in California by Bergen Shippers Corp. and from August 21, 2017
10 through the date of the order granting Preliminary Approval of
11 the Settlement for individuals employed as nonexempt employees
12 in California by Fairway Staffing Services who were deployed to
13 work for Bergen Shippers Corp. Individual Settlement Award
14 checks will contain the following printed notice advising
15 Participating Class Members that they are opting in to the FLSA
16 collective action by cashing, depositing or otherwise
17 negotiating their Individual Settlement Award checks: "BY
18 CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF THE
19 SETTLEMENT REACHED IN VENEGAS ET AL V. BERGEN SHIPPERS CORP ET
20 AL, CASE NO. BC715217, AND AGREE TO OPT-IN TO THE SETTLEMENT AND
21 TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO
22 THE SETTLEMENT. (Amended Settlement Agreement, ¶ 26.)

24 b. "RELEASED PARTIES" means Defendants and all their
25 present and former parent companies, subsidiaries, divisions,

1 related or affiliated companies, shareholders, officers,
2 directors, employees, agents, attorneys, insurers, successors
3 and assigns, and any individual or entity which could be liable
4 for any of the Released Claims, and Defense counsel of record in
5 the Action. (Amended Settlement Agreement, ¶ 27.)

6 c. "PARTICIPATING CLASS MEMBERS" means Plaintiffs
7 Rosa Venegas and Jose Garcia and all other Class Members who did
8 not submit a valid and timely Request for Exclusion. (Amended
9 Settlement Agreement, ¶ 22.) The Settlement Administrator
10 received a total of four (4) Requests for Exclusion from: (1)
11 Monica Chavez, (2) Coralia Duran, (3) Jarred Martinez, and (4)
12 Yareli Ramirez. (Declaration of Taylor Mitzner, ¶ 8.)

14 4. In consideration for the LWDA Payment and the Covered
15 Employee's awarded Individual PAGA Shares, as those terms are
16 defined in the PAGA Settlement, as of the date the PAGA
17 Settlement becomes Final, the LWDA, the Class Representatives,
18 Jose Garcia and Rosa Venegas, and all individuals who were
19 employed in California as non-exempt employees at Defendant
20 Bergen Shippers Corp., including all employees of Defendant
21 Fairway Staffing Services who were deployed to work for
22 Defendant Bergen Shippers Corp., at any time between August 21,
23 2017 and the date of the order granting Preliminary Approval of
24 the Class Settlement ("Covered Employees"), shall be deemed to
25 have, and by operation of this Final Approval Order and Judgment

1 shall have, fully, finally, and forever waived, released,
2 relinquished and discharged all PAGA Released Claims, as defined
3 in the Parties' First Amended PAGA Settlement Agreement. No
4 Class Member shall have the right to opt out or otherwise
5 exclude himself or herself from the PAGA Settlement. (Amended
6 PAGA Agreement, ¶ III.P.1.)

7 a. "PAGA Released Claims" means any and all known and
8 unknown claims under the PAGA against the Released Parties that
9 were or could have been pled based on the factual allegations of
10 the Complaint, including but not limited to allegations that
11 Defendants unlawfully failed to pay minimum wages, failed to pay
12 overtime wages, failed to provide meal breaks, failed to provide
13 rest periods, failed to pay timely wages upon termination, failed
14 to provide accurate itemized, failed to maintain records, failed
15 to pay timely wages during employment. This includes, but is not
16 limited to, claims for violation of California Labor Code sections
17 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, 2698 *et seq.*,
18 and 2802, and California Industrial Welfare Commission Order Nos.
19 1-2001 and 4-2001. (Amended PAGA Agreement, ¶ I.R.)

20 b. "Released Parties" [as to the PAGA Settlement]
21 means Defendants and any of Defendants' present and former
22 parent subsidiaries, and affiliated companies or entities, and
23 their respective officers, directors, employees, partners,
24 shareholders, and agents, as well as any other successors,
25

1 assigns and legal representatives and their related persons and
2 entities. (Amended PAGA Agreement, ¶ I.V.)

3 5. The following are additional Release and Waiver of
4 Claims by Class Representatives:

5 a. In addition to the release of claims against the
6 Released Parties made by all Participating Class Members and
7 Covered Employees, upon the date on which Defendants fully fund
8 the Maximum Settlement Amount, Jose Garcia, in his individual
9 capacity, shall be deemed to have, and by operation of this
10 Final Approval Order and Judgment shall have, fully, finally,
11 and forever waived, released, relinquished and discharged the
12 Released Parties from any and all claims, known and unknown,
13 under federal, state and/or local law, statute, ordinance,
14 regulation, common law, or other source of law, arising as of
15 the date of execution of this Agreement including but not
16 limited to claims arising from or related to Garcia's employment
17 with Defendants and his compensation while an employee of
18 Defendants ("Garcia's Released Claims"). Garcia's Released
19 Claims include, but are not limited to, all of the claims
20 released pursuant to Paragraphs 21 and 22 above, as well as any
21 other claims arising under the California Labor Code; any claim
22 arising out of the California common law of contract; the Fair
23 Labor Standards Act, 29 U.S.C. § 201 et seq., and federal common
24 law; all claims for lost wages and benefits, statutory
25

1 penalties, civil penalties, emotional distress, retaliation,
2 punitive damages, and attorneys' fees and costs arising under
3 federal, state, or local laws for discrimination, harassment,
4 and wrongful termination, including but not limited to, 42
5 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964,
6 the Americans with Disabilities Act, the Age Discrimination in
7 Employment Act, the California Fair Employment and Housing Act,
8 the California Labor Code, and the law of contract and tort.
9 This release excludes the release of claims not permitted by
10 law.
11

12 b. Garcia's Released Claims include all claims,
13 whether known or unknown. Even if Garcia discovers facts in
14 addition to or different from those that he now knows or
15 believes to be true with respect to the subject matter of
16 Garcia's Released Claims, those claims will remain released and
17 forever barred. To effect a full and complete general release as
18 described above, Garcia expressly waives and relinquishes all
19 rights and benefits of section 1542 of the Civil Code of the
20 State of California, and does so understanding and acknowledging
21 the significance and consequence of specifically waiving section
22 1542. (Amended Settlement Agreement, ¶ 47 a.)
23

24 c. In addition to the release of claims against the
25 Released Parties made by all Participating Class Members and
Covered Employees, upon the date on which Defendants fully fund

1 the Maximum Settlement Amount, Rosa Venegas, in her individual
2 capacity, shall be deemed to have, and by operation of this
3 Final Approval Order and Judgment shall have, fully, finally,
4 and forever waived, released, relinquished and discharged the
5 Released Parties from any and all wage and hour claims, known and
6 unknown, arising as of the date of execution of this Agreement
7 including but not limited to claims arising from or related to
8 Venegas' employment with Defendants and her compensation while an
9 employee of Defendants ("Venegas' Released Claims"). Venegas'
10 Released Claims include, but are not limited to, all of the
11 claims released pursuant to Paragraphs 21 and 22 above, as well
12 as any other claims for unpaid wages, premiums, expense
13 reimbursements, statutory penalties, civil penalties, and
14 attorneys' fees and costs arising under the California Labor Code
15 or the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
16 (Amended Settlement Agreement, ¶ 47 b.)

18 6. All unpaid residue, unclaimed or abandoned funds, or
19 uncashed settlement checks must be delivered to the California
20 State Controller's Unclaimed Property Division in the name of
21 the Class Member who did not cash his or her check.

22 7. Pursuant to California Rules of Court, Rule 3.769(h),
23 the Court retains jurisdiction over the parties with respect to
24 enforcement of this Judgment under California Code of Civil
25 Procedure Section 664.6.

1 CLERK TO GIVE WRITTEN NOTICE.

2 DATED: April 23, 2021

YVETTE M. PALAZUELOS

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5 YVETTE M. PALAZUELOS
6 JUDGE OF THE SUPERIOR COURT
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