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13 similarly situated employees

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ANITA TREJO,

17 Plaintiff,

18 v.

19 LYNEER STAFFING SOLUTIONS,
20 LLC; CIERA STAFFING, LLC;
21 EMPLOYERS HR LLC; YUSEN
22 LOGISTICS (AMERICAS) INC.; and
23 DOES 1 through 50, inclusive,

24 Defendants.

Case No.: 2:19-cv-4132-DSF (JCx)

[PROPOSED] ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT

Assigned to;
Hon. Dale S. Fischer, Courtroom 7D

Date: June 6, 2022

Time: 1:30 p.m.

Courtroom: 7D

Complaint Filed: March 27, 2019

1 On June 6, 2022, a hearing was held on Plaintiff Anita Trejo’s (“Plaintiff”)
2 motion for final approval of class settlement, and on Plaintiff’s separate motion for
3 awards of the Class Counsel Award and Costs and Class Representative
4 Enhancement Award. The Court having considered the arguments of counsel, and
5 good cause appearing therefore,

6 **IT IS HEREBY ORDERED:**

7 1. The Joint Stipulation for Class Action Settlement and Release and
8 Addendum (“Settlement Agreement” or “Settlement”) filed with the Court as
9 Exhibit A to the Declaration of Katherine J. Odenbreit entered into by and between
10 Plaintiff, individually and on behalf of Class Members (defined below), and
11 Defendants Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR,
12 LLC, and Yusen Logistics (Americas), Inc. (collectively referred to herein as
13 “Defendants”), is fair, just, and reasonable and, therefore, meet the requirements for
14 final approval.

15 2. For purposes of this Order, the court adopts all defined terms as set
16 forth in the Settlement Agreement.

17 3. This Court has jurisdiction over the subject matter of this litigation and
18 all related matters and all state and federal claims raised in this action and released
19 in the Settlement Agreement, and personal jurisdiction over Defendants and all
20 Class Members. Specifically, this Court has federal question jurisdiction over this
21 action pursuant to 28 U.S.C. § 1331. This Court also has supplemental jurisdiction
22 over all state-law claims asserted by Plaintiff because the state-law claims derive
23 from a common nucleus of operative fact and form part of the same case or
24 controversy as those claims over which the Court has primary jurisdiction. This
25 Court also has jurisdiction to approve the Settlement’s release of claims by Class
26 Members over which the Court has jurisdiction, even if the Court would not
27 independently have jurisdiction over those released claims.

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1 4. The following class is conditionally certified for settlement purposes
2 only: all non-exempt, hourly workers who were assigned by Lyneer Staffing
3 Solutions, LLC, Ciera Staffing, LLC, and Employers HR, LLC to perform work for
4 Yusen Logistics (America), Inc. in California at any time from July 1, 2017 through
5 and including August 25, 2019 (the “Class Period”). The Court finds and
6 determines that this class meets all of the legal requirements for class certification
7 under Federal Rule of Civil Procedure 23 (a) and (b)(3), and it is ordered that the
8 Settlement Class is finally approved and certified as a Class for purposes of
9 settlement of this action.

10 5. Pursuant to the Court’s Order granting Preliminary Approval of this
11 settlement, the notice documents were sent to each Class Member by first-class
12 mail. The notice materials informed Class Members of the terms of the Settlement,
13 how their settlement share would be calculated, how to receive their settlement
14 share, their right to comment on (including object to) the Settlement or opt out of
15 the Settlement to pursue their claims individually, and their right to appear in person
16 or by counsel at the final approval hearing and be heard regarding approval of the
17 Settlement. Adequate periods of time were provided by each of these procedures.

18 6. The Court finds and determines that this notice procedure afforded
19 adequate protections to Class Members and provides the basis for the Court to make
20 an informed decision regarding approval of the Settlement based on the responses
21 of Class Members. Notice was accomplished in the manner prescribed by the
22 Settlement. The Court finds and determines that the notice provided in this case was
23 the best notice practicable, which satisfied the requirements of law and due process.

24 7. The Court finds, for settlement purposes only, the requirements of
25 Federal Rule of Civil Procedure 23(a) and Federal Rule of Civil Procedure 23(b)(3)
26 are satisfied.

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1 8. The Court further finds and determines that the terms of this Settlement
2 is fair, reasonable, and adequate to the Participating Class Members that have not
3 opted out will be bound by the Settlement Agreement, that this settlement is ordered
4 finally approved, and that all terms and provisions of the Settlement Agreement
5 should be and are ordered to be consummated, except as otherwise provided in this
6 Order, Pursuant to Rule 23(e). In addition, the Court finds that the Settlement
7 Agreement is rationally related to the strength of Plaintiff’s claims given the risk,
8 expense, complexity, and duration of further litigation. The Court also finds that the
9 Settlement is the result of arm’s-length negotiations, with the assistance of an
10 experienced mediator, between experienced counsel representing the interests of
11 the Class Members and Defendants, after thorough factual and legal investigation.

12 9. The Court finds and determines that the Individual Settlement
13 Payments to be made to the Participating Class Members as provided for in the
14 Settlement Agreement is fair and reasonable. The proposed plan of allocation bases
15 each Participating Class Member’s recovery on his or her total number of
16 workweeks on a pro rata basis regardless of the strength of their individual claims
17 is fair and does not improperly grant preferential treatment to segments of the class.
18 The plan of allocation is rational. The Court gives final approval to and orders that
19 payment of those amounts be made to the Participating Class Members out of the
20 Net Settlement Fund in accordance with the terms of the Settlement Agreement.
21 Likewise, Individual PAGA Settlement Payments will be paid to each Class
22 Member that was employed by Defendant during the PAGA Period pursuant to the
23 terms of the Settlement Agreement.

24 10. The Court finds that the response of Class Members following the
25 administration of Class Notice supports the approval of the settlement.

26 11. The Court confirms as final the appointment of Plaintiff Anita Trejo as
27 Class Representative.

28 12. The Court awards attorneys’ fees to Class counsel, Mahoney Law

1 Group, APC, in the amount of two hundred eight thousand nine hundred one dollars
2 and eighty-two cents (\$208,901.82) and costs to Class Counsel in the amount of
3 thirteen thousand three hundred ninety-nine dollars and ninety-one cents
4 (\$13,399.91). Class Counsel originally estimated the litigation costs to be sixteen
5 thousand dollars (\$16,000.00). Attorneys' actual costs in the amount of thirteen
6 thousand three hundred ninety-nine dollars and ninety-one cents (\$13,399.91) are
7 requested by Class Counsel to be paid from the GSA. The remaining amount of two
8 thousand six hundred dollars and nine cents (\$2,600.09) will become part of the Net
9 Settlement Fund for distribution to Settlement Class Members. The Court finds that
10 the hourly rates of Class Counsel are reasonable, and at the time Class Counsel
11 represented they have worked on this matter was reasonably spent securing the
12 Settlement approved herein.

13 13. The Court confirms Plaintiff's Enhancement payment of seven
14 thousand five hundred dollars (\$7,500.00) for Plaintiff. The Court finds that
15 Plaintiff has undertaken significant risk and performed valuable services on behalf
16 of the Class Members.

17 14. Upon completion of the administration of this settlement, the
18 Settlement Administrator will provide a declaration detailing the completion of the
19 administration process to the Court and counsel for the Parties. The Court finds and
20 confirms the costs of fifteen thousand dollars (\$15,000.00) reasonable for the
21 administration of this settlement, as set forth in the Declaration of the
22 administrator's representative, to be paid out of the Gross Settlement Fund to the
23 Settlement Administrator.

24 15. The Court finds that there have been no objections to the Settlement,
25 and therefore there is no person who has standing to appeal the same. The Court
26 finds no basis for determining that the Settlement was reached by anything other
27 than arm's-length negotiations. The Court further finds that the investigation and
28 discovery was sufficient to allow Class Counsel and the Court to act intelligently.

1 The Court also finds that Class Counsel is experienced in this type of litigation.

2 16. Accordingly, the Court orders all Parties and their counsel to cooperate
3 in the fulfilling the terms of the Settlement Agreement herein consistent with this
4 order, and this Court shall retain jurisdiction to effectuate the terms of the
5 Settlement including the binding effect of the releases set forth in the Settlement
6 Agreement to both the Plaintiff and Class Members.

7
8 **IT IS SO ORDERED.**

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10
11 Dated: _____

HON. DALE S. FISCHER
JUDGE OF THE UNITED STATES
DISTRICT COURT-CENTRAL
DISTRICT