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8

**FILED**  
Superior Court of California  
County of Los Angeles  
**07/13/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11  
12 JOSE PENA, individually, and on behalf of all  
others similarly situated,

13 Plaintiff,

14 vs.

15  
16 BUNZL UTAH, LLC, a limited liability  
company; and DOES 1 through 10, inclusive,

17 Defendants  
18

Case No.: 20STCV48809

CLASS ACTION

[Hon. Stuart Rice, Dept. 1]

~~PROPOSED~~ **ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: July 13, 2022

Time: 10:30 a.m.

Dept.: 1

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28 ~~PROPOSED~~ **ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

1 On April 6, 2022, this Court issued an Order Granting Preliminary Approval of Class  
2 Action Settlement. Plaintiff Jose Pena now seeks an order granting final approval of the Class  
3 Action Settlement (collectively the "Settlement"), attached to the Declaration of Kane Moon  
4 in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as Exhibit 1.

5 Due and adequate notice having been given to the Settlement Class Members, as  
6 defined below, and the Court having considered Plaintiff's Notice of Motion and Motion for  
7 Final Approval of Class Action Settlement ("Motion"), the supporting declarations and  
8 exhibits thereto, all papers filed and proceedings had herein, and the absence of any written  
9 objections received regarding the proposed settlement, and having reviewed the record in the  
10 Action, and good cause appearing,

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as  
13 set forth in the Settlement.

14 The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
15 Settlement Class Members, and Defendant Bunzl Utah, LLC ("Defendant").

16 The Court finds that the Settlement appears to have been made and entered into in  
17 good faith and hereby approves the settlement subject to the limitations on the requested fees  
18 and enhancements as set forth below.

19 Plaintiff and all Settlement Class Members, shall have, by operation of this Final Order  
20 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants  
21 from all Released Claims as stated in the Settlement and reproduced here:

22 The Parties shall bear their own respective attorneys' fees and costs, except as  
23 otherwise provided for in the Settlement and approved by the Court.

24 Solely for purposes of effectuating the settlement, the Court finally certified the  
25 following Class: All current and former non-exempt employees of Defendant who worked for  
26 Defendant in California at any time from December 18, 2016, through February 7, 2022.

27 No Class Members have objected to the terms of the Settlement. No Class Members  
28 have requested exclusion from the Settlement.

1 Class Members make the following release:

2 **“Released Claims”** means any and all claims for wages, damages, unpaid costs,  
3 penalties, liquidated damages, benefits, fringes, interest, attorney fees, litigation costs,  
4 restitution, or equitable relief, against any of the Released Parties, that were pled or could  
5 have been pled based on the factual allegations, circumstances, and/or primary rights set forth  
6 in the Action and/or PAGA Letter, including all claims under the California Labor Code,  
7 Industrial Welfare Commission Wage Orders and applicable law for: failure to pay wages  
8 (including overtime wages, regular wages, minimum wages, and rounding), failure to provide  
9 compliant meal and/or rest periods or proper premiums in lieu thereof, failure to pay wages  
10 timely during employment and upon termination, failure to maintain payroll records, failure to  
11 provide legally-compliant wage statements, all claims for violation of California Business and  
12 Professions Code §§ 17200, et seq., arising from the above-referenced claims and those claims  
13 in the Actions; and all claims for penalties under California Labor Code § 2698, et. seq.

14 **“Released PAGA Claims”** means all Released Claims arising under PAGA during the  
15 PAGA Period.

16 **“Released Parties”** means Defendant and its past, present and/or future, direct and/or  
17 indirect, officers, directors, members, employees, agents, representatives, attorneys, insurers,  
18 investors, parent companies, subsidiaries, affiliates, and any individual or entity that could be  
19 jointly liable with Defendant.

20 The Notice provided to the Class conforms with the requirements of California Rules  
21 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,  
22 by providing individual notice to all Class Members who could be identified through  
23 reasonable effort, and by providing due and adequate notice of the proceedings and of the  
24 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of  
25 due process.

26 The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the  
27 methodology used to calculate and pay each Settlement Class Member's Allocation Amount  
28 are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement

1 Shares to the Settlement Class Members in accordance with the terms of the Settlement.

2 Defendant shall pay the total of \$700,000.00 to resolve this litigation. Defendant will  
3 fund the settlement account within fourteen (14) calendar days after the Effective Date. The  
4 Settlement Administrator shall cause the Settlement Payments to be mailed to the Class  
5 Members within fourteen (14) calendar days of the receipt of funding. Thereafter, Settlement  
6 Allocation Amounts shall be distributed to Settlement Class Members shall be effected  
7 pursuant to the terms of the Settlement.

8 From the Gross Fund Value, \$52,500.00 shall be paid to the California Labor and  
9 Workforce Development Agency, representing 75% of the penalties awarded under the terms  
10 of the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act  
11 of 2004, California Labor Code section 2698, et seq.

12 The Court hereby approves an incentive payment in the amount of \$7,500.00 to Jose  
13 Pena for his service as class representative and for his agreement to release claims.

14 The Court hereby confirms Kane Moon, Allen Feghali, Enzo Nabiev of Moon & Yang,  
15 APC as Class Counsel.

16 From the Gross Settlement Fund, Class Counsel is awarded \$233,333.33 for their  
17 reasonable attorneys' fees and \$14,811.53 for their reasonable costs incurred in the Action.  
18 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The  
19 Court finds that the fees are reasonable in light of the benefit provided to the Class.

20 The Court approves Settlement Administration Costs in the amount of \$6,750.00. Such  
21 costs shall be paid from the Gross Settlement Fund to Phoenix Settlement Administrators.

22 The Parties are ordered to have notice of this Order and Judgment sent to all Class  
23 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first  
24 class mail to all participating Class Members at their last known addresses, and to the LWDA  
25 pursuant to Labor Code § 2699(1)(3);

26 This Judgment is intended to be a final disposition of the above captioned action in its  
27 entirety and is intended to be immediately appealable.

28 This Court shall retain jurisdiction with respect to all matters related to the

1 administration and consummation of the Settlement, and any and all claims, asserted in,  
2 arising out of, or related to the subject matter of the lawsuit, including but not limited to all  
3 matters related to the Settlement and the determination of all controversies relating thereto.

4 Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted, and  
5 the Court directs that Judgment shall be entered in accordance with the terms of this Order.

6 The Court sets a Non-Appearance Hearing (Case Review) Re: Submission of Final  
7 Report on July 7, 2023 at 4:00 p.m. in Department 1.

8  
9 **IT IS SO ADJUDGED.**



A handwritten signature in black ink that reads "Stuart M. Rice".

10  
11 DATE: 07/13/2022

Stuart M. Rice / Judge

Hon. Stuart Rice  
Judge of Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not  
4 a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los  
Angeles, California 90017. On **July 8, 2022** I served the foregoing document described as:

5 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF’S MOTION FOR  
6 FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

7 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
8 addressed as follows:

<p>9 Spencer C. Skeen, 10 Marlene M. Moffitt, 11 <b>OGLETREE, DEAKINS, NASH, 12 SMOAK &amp; 13 STEWART, P.C.</b> 14 4370 La Jolla Village Drive, Suite 990 San Diego, CA 92122 Telephone: 858-652-3100 Facsimile: 858-652-310 1 spencer.skeen@ogletree.com marlene.moffitt@ogletree.com</p>	<p>EVAN R. MOSES evan.moses@ogletree.com JULIE A. GLADSTONE julie.gladstone@ogletree.co m <b>OGLETREE, DEAKINS, NASH, SMOAK &amp; STEWART, P.C.</b> 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213-239-9800 Facsimile: 213-239-9045</p>
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15 *Attorneys for Defendant*  
16 *Bunzl Utah, LLC*

17  **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to  
18 accept electronic service, I caused the documents to be sent to the persons at the electronic  
19 service addresses listed above via third-party cloud service CASEANYWHERE. I did not  
20 receive an error message.

21 I declare under penalty of perjury under the laws of the State of California that the  
22 foregoing is true and correct.

23 Executed this **July 8, 2022** at Los Angeles, California.

24 Ivette Hernandez  
25 Type or Print Name

24 /s/ Ivette Hernadez  
25 Signature