

1 **LIDMAN LAW, APC**
Scott M. Lidman (SBN 199433)
2 slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
3 enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
4 mmoore@lidmanlaw.com
222 N. Sepulveda Blvd., Suite 1550
5 El Segundo, California 90245
Tel: (424) 322-4772
6 Fax: (424) 322-4775

7 Attorneys for Plaintiff VICTOR CONTRERAS

8 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
9 phaines@haineslawgroup.com
222 N. Sepulveda Blvd., Suite 1550
10 El Segundo, California 90245
Tel: (424) 292-2350
11 Fax: (424) 292-2355

12 Attorneys for Plaintiff VICTOR CONTRERAS

13 *(Additional Counsel Listed on Next Page)*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN DIEGO**

16 VICTOR CONTRERAS, as an individual and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 LETTER RIDE, LLC, a California limited
21 liability company; and DOES 1 through 100,
22 inclusive,

23 Defendants.

Case No. 37-2018-00020841-CU-OE-CTL

[Assigned for all purposes to the Hon. Eddie
C. Sturgeon, Dept. C-67]

**SECOND AMENDED [PROPOSED]
ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: December 13, 2019
Time: 9:00 a.m.
Dept.: C-67

Complaint Filed: April 26, 2018
Trial Date: None Set

FILED
Clerk of the Superior Court

DEC 19 2019

By: P. Ashworth, Clerk

1 **YOON LAW, APC**

2 Kenneth H. Yoon (SBN 198443)

3 kyoona@yoonlaw.com

4 Stephanie E. Yasuda (SBN 265480)

5 syasuda@yoonlaw.com

6 Brian G. Lee (SBN 300990)

7 blee@yoonlaw.com

8 One Wilshire Blvd., Suite 2200

9 Los Angeles, CA 90017

10 Tel: (213) 612-0988

11 Fax: (213)947-1211

12 Attorneys for Plaintiff PEDRO ORELLANA

13 **HEKMAT LAW GROUP**

14 Joseph M. Hekmat (SBN 265229)

15 Jhekmat@hekmatlaw.com

16 11111 Santa Monica Blvd., Suite 1700

17 Los Angeles, CA 90025

18 Tel: (424) 888-0848

19 Fax: (424) 270-0242

20 Attorneys for Plaintiff PEDRO ORELLANA

21 **SROURIAN LAW FIRM, P.C.**

22 Daniel Srourian (SBN 285678)

23 daniel@slfla.com

24 3435 Wilshire Blvd., Suite 1710

25 Los Angeles, CA 90010

26 Tel: (310) 601-3131

27 Fax: (310) 388-8444

28 Attorney for Plaintiff DIEGO ZAMUDIO

LAW OFFICES OF DOUGLAS E. GEYMAN

Douglas E. Geyman (SBN 159417)

douglas@geymanlaw.com

750 B. Street, Suite 2870

San Diego, CA 92101

Tel: (619) 232-3533

Attorney for Plaintiff MICHAEL MCNAMARA

1 This matter came on regularly for hearing before this Court on December 13, 2019,
2 pursuant to California Rule of Court 3.769 and this Court's September 30, 2019 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Class Action Settlement Agreement ("Settlement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling
8 that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith,
9 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby
10 GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement and ORDERS and
11 enters JUDGMENT as follows:

12 1. The conditional class certification contained in the Preliminary Approval Order is
13 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
14 Class consisting of:

15 All individuals who were employed as non-exempt package-delivery drivers by Letter Ride
16 in California at any time between February 13, 2014 and September 30, 2019.

17 2. Plaintiffs Victor Contreras, Pedro Orellana, Diego Zamudio, and Michael
18 McNamara are hereby confirmed as Class Representatives, and Scott M. Lidman and Elizabeth
19 Nguyen of Lidman Law, APC, Paul K. Haines of Haines Law Group, APC, Kenneth H. Yoon of
20 Yoon Law, APC, Joseph Hekmat of Hekmat Law Group, Daniel Srourian of Srourian Law Firm,
21 P.C., and Douglas E. Geyman of Law Offices of Douglas E. Geyman as Class Counsel.

22 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
23 was approved by the Court on September 30, 2019, and the notice process has been completed in
24 conformity with the Court's Order. The Court finds that said notice was the best notice practicable
25

26 _____
27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement.

1 under the circumstances. The Notice Packet (which consists of the Notice of Pendency of Class
2 Action Settlement and Hearing Date for Court Approval and Settlement Allocation Form) provided
3 due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
4 members of their rights, and fully satisfied the requirements of California Code of Civil Procedure
5 § 1781(e), California Rule of Court 3.769, and due process.

6 4. The Court finds that no Settlement Class member objected to the Settlement, that
7 2 Settlement Class members have elected to opt-out of the Settlement (Tony Sun and Judy Hollers)
8 and that the 1,955 out of 1,957 participation rate in the Settlement supports final approval.

9 5. The Court hereby approves the Settlement as set forth in the Settlement Agreement
10 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to
11 its terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
17 members of the Settlement Class; (d) the Class Representatives have fairly and adequately
18 protected the interests of the Settlement Class members; (e) a class action is superior to other
19 available methods for an efficient adjudication of this controversy; and, (f) Class Counsel are
20 qualified to serve as counsel for the Class Representatives and the Settlement Class.

21 7. The Court finds that given the absence of objections to the Settlement, and
22 objections being a prerequisite to appeal, that this Order shall be considered final as of the date of
23 entry of the Order.

24 8. The Court orders that Letter Ride, LLC deliver the Gross Settlement Fund of
25 \$1,000,000.00 to Phoenix Settlement Administrators, the Settlement Administrator, as provided
26 for in the Settlement. Letter Ride, LLC has made two deposits of \$25,000.00 each with the
27 Settlement Administrator since Preliminary Approval was granted. Accordingly, Letter Ride shall
28

1 continue to deposit \$25,000.00 per month with the Settlement Administrator through November
2 2021 and on or before December 1, 2021, Letter Ride, LLC shall deposit the remaining balance
3 with the Settlement Administrator, so that as of that date (the "Full Funding Date"), the full
4 amount of the Gross Settlement Fund has been deposited with the Settlement Administrator.
5 Letter Ride shall have the right to deposit the remaining balance with the Settlement Administrator
6 at any time. If Letter Ride deposits the entire remaining balance with the Settlement Administrator
7 before December 1, 2021, the date that occurs shall become the Full Funding Date.

8 9. Within fifteen (15) calendar days of the Full Funding Date the Settlement
9 Administrator will issue the following payments: (1) Individual Settlement Payments, to
10 participating Settlement Class members; (2) Class Representative Service Awards; (3) Settlement
11 Administration Costs; (4) the LWDA payment; (5) Class Counsels' Fee Award; and (6) Class
12 Counsels' Cost Award.

13 10. Any Settlement funds that remain uncashed after 180 calendar days after they are
14 mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund
15 in the name of the Settlement Class member.

16 11. The Court finds that the settlement payments, as provided for in the Settlement, are
17 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
18 payments in conformity with the terms of the Settlement.

19 12. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Victor
20 Contreras is appropriate for his risks undertaken and service to the Settlement Class. The Court
21 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
22 make this payment in conformity with the terms of the Settlement.

23 13. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Pedro
24 Orellana is appropriate for his risks undertaken and service to the Settlement Class. The Court
25 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
26 make this payment in conformity with the terms of the Settlement.

1 14. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Diego
2 Zamudio is appropriate for his risks undertaken and service to the Settlement Class. The Court
3 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
4 make this payment in conformity with the terms of the Settlement.

5 15. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff
6 Michael McNamara is appropriate for his risks undertaken and service to the Settlement Class.
7 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
8 Administrator make this payment in conformity with the terms of the Settlement.

9 16. The Court finds that attorneys' fees in the total amount of \$333,333.33 and actual
10 litigation costs of \$22,496.19 for Class Counsel, are fair, reasonable, and adequate, and orders that
11 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
12 terms of the Settlement.

13 17. The Court finds that a payment to the Labor & Workforce Development Agency
14 ("LWDA") in the amount of \$15,000.00 for the LWDA's share of civil penalties under the Labor
15 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
16 Settlement Administrator make this payment in conformity with the terms of the Settlement.

17 18. The Court orders that the Settlement Administrator shall be paid \$18,250.00 from
18 the Gross Settlement Fund for all of its work done and to be done until the completion of this
19 matter, and finds that sum appropriate.

20 19. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
21 the portion of the Net Settlement Amount allocated to wages shall be paid by Letter Ride LLC
22 separately from the Gross Settlement Fund.

23 20. The Court finds and determines that upon satisfaction of all obligations under the
24 Settlement and this Order, all Settlement Class members, except Tony Sun and Judy Hollers, as
25 the two employees who timely submitted Requests for Exclusion, are bound by the Settlement,
26 have released their claims as set forth in the Settlement, and are permanently barred from
27 prosecuting against Letter Ride, LLC any of the Released Claims pursuant to the Settlement.

28

1 21. The Settlement is not an admission by Letter Ride, LLC and this Order is not a
2 finding of the validity of any allegations or of any wrongdoing by Letter Ride, LLC. Neither this
3 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
4 Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on
5 the part of Letter Ride, LLC.

6 22. As of the date of this Judgment, all Settlement Class members, except for the one
7 employee who timely excluded themselves from the Settlement, shall be deemed to have fully
8 released and discharged Letter Ride, LLC, Amazon Logistics, Inc. (“Amazon”), DHL
9 International GmbH (“DHL”), and all of their parents, subsidiaries, predecessors, successors,
10 affiliates, and related entities, and all of their respective shareholders, officers, directors,
11 employees, administrators, fiduciaries, trustees, agents, and benefit plans (collectively the
12 “Released Parties”) from any and all Released Claims. Pursuant to the Settlement, and in
13 consideration for their service awards, Plaintiffs, Victor Contreras, Pedro Orellana, Diego
14 Zamudio and Michael McNamara, in addition to the Released Claims, release all claims, whether
15 known or unknown, under federal, state or local law against the Released Parties.

16 23. This document shall constitute a final judgment pursuant to California Rule of
17 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
18 approval hearing, the court must make and enter judgment. The judgment must include a
19 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
20 judgment. The court may not enter an order dismissing the action at the same time as, or after,
21 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
22 Approval Order, and this Judgment.

1 24. The Settlement Administrator shall file a declaration regarding the disbursement
2 of the Settlement funds on or before Dec. 31, 2022.

3 **IT IS SO ORDERED AND ADJUDGED.**

4
5 Dated: Dec. 19, 2019

Eddie C. Sturgeon

Honorable Eddie C. Sturgeon
Judge of the Superior Court