

VIA FAX

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 05 2020

9 Attorneys for Plaintiff OMAR B. MELENDEZ
10 and all other similarly situated persons

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 OMAR B. MELENDEZ, on behalf of himself
15 and all others similarly situated,

Case No. BC674098

16 Plaintiff,

Assigned for All Purposes to:

Hon. Daniel J. Buckley

Dept.: SSC-1

17 vs.

18 AMERICA 1 LOGISTICS LLC, an Indiana
19 limited liability company, and DOES 1-20,
20 inclusive,

**AMENDED [~~PROPOSED~~] FINAL
JUDGMENT**

21 Defendants.

Hearing Date: February 5, 2020

Time: 10:30 a.m.

Filed: August 29, 2017

Trial Date: None Set

22
23 RECEIVED
LOS ANGELES SUPERIOR COURT

24 FEB 04 2020

25 S. DREW

1 **PROPOSED JUDGMENT**

2 Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement
3 (“Final Approval Order”), JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

4 1. On February 5, 2020, the Court entered a Final Approval Order granting final
5 approval of the class action settlement (the “Settlement Agreement”) between Plaintiff Omar B.
6 Melendez (“Plaintiff”), individually and on behalf of all others similarly situated, for final approval
7 of his class action settlement with America 1 Logistics LLC (“Defendant”). As set forth in the
8 Court’s Final Approval Order, all 130 Class Members are hereby bound by the Final Approval
9 Order, the Release in the Agreement, and the other terms of the Settlement Agreement.

10 2. The Class is defined as: All individuals who performed services for Defendant in
11 California as truck drivers and were classified as independent contractors from any time between
12 August 29, 2013, through August 27, 2019. The Released Parties are: America 1 Logistics LLC
13 and all of their affiliated entities, and all of their shareholders, members, partners, owners, officers,
14 directors, agents, managing agents, employees, insurers, and attorneys. The Released Claims are:
15 all claims that were alleged or reasonably could have been alleged against the Released Parties
16 based on the facts legal theories, or claims contained in the Second Amended Complaint, including
17 all of the following: (1) Reimbursement of Business Expenses; (2) Failure to Make Payment in
18 Negotiable Instrument (Labor Code § 212); (3) Unlawful Deductions from Wages; (4) Failure to
19 Provide Off-Duty Meal Periods; (5) Failure to Provide Off-Duty Rest Periods; (6) Minimum Wage;
20 (7) Failure to Furnish Accurate Wage Statement; (8) Waiting Time Penalties; (9) Violations of the
21 Unfair Competition Law; (10) Penalties Pursuant to Labor Code § 2699; (11) Any other claims or
22 penalties under the wage-and-hour laws pleaded in the Second Amended Complaint; and (12) all
23 damages, penalties, interest and other amounts recoverable under said causes of action under
24 California and federal law, to the extent permissible, including but not limited to the California
25 Labor Code, the applicable Wage Orders, and the federal Fair Labor Standards Act as to the facts
26 alleged in the Second Amended Complaint from August 29, 2013, through August 27, 2019.

27 3. No Class Members opted out of the Settlement.

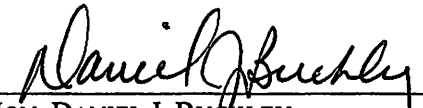
28 4. Defendant shall fund the settlement in the gross amount of \$345,000.00 (less

1 \$108,000) in accordance with the terms of the Settlement Agreement and the allocations set forth
2 in the Final Approval Order.

3 5. The Court Grants: (1) \$60,000 in fees to class counsel; (2) \$9,384.11 in costs to class
4 counsel; (3) \$10,000 for a service award; (4) \$9,500 for claims administration costs; and (5) \$2,100
5 (75% of \$2,800 PAGA penalty) to the LWDA.

6 6. The Court retains continuing jurisdiction over the Action and the Settlement,
7 including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of
8 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
9 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
10 law.

11 DATED: Feb 5, 2020



HON. DANIEL J. BUCKLEY
JUDGE OF THE LOS ANGELES COUNTY SUPERIOR
COURT

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