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**Order and Judgment Granting Final Approval of
Class Action Settlement filed**



NEW FILE

SEP 01 2020

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13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SAN BERNARDINO

16 DANNY VALDEZ, as an individual, and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 MOUNTAIN VALLEY EXPRESS CO.,
21 INC., a California Corporation, and DOES 1
22 through 100, inclusive,

23 Defendants.

Case No. CIVDS1800542

*Assigned for All Purposes to Honorable David
Cohn in Department S26*

24 ~~PROPOSED~~ ORDER AND JUDGMENT
25 OF FINAL APPROVAL OF CLASS
26 ACTION SETTLEMENT

27 Date: September 1, 2020
28 Time: 10:00 a.m.
Location: S26

1 This matter having come before this Court for hearing on September 1, 2020 at 10:00
2 a.m. on Plaintiff DANNY VALDEZ (“Named Plaintiff”) unopposed Motion for Final Approval
3 of Class Action Settlement, as set forth in the Parties’ Joint Stipulation of Class Action
4 Settlement Agreement and Release (“Settlement Agreement” or “Settlement”), pursuant to the
5 Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval
6 Order”), adequate notice having been given as required in said Order, and the Court having
7 considered all papers filed and proceedings had herein, and good cause appearing therefore, it is
8 ORDERED, ADJUDGED AND DECREED THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Named Plaintiff and a review of the
11 applicable law, the Court finds that the Gross Settlement Amount of \$ 275,000.00 and the terms
12 set forth in the parties’ Settlement Agreement are fair, reasonable, and adequate. The Settlement
13 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
14 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
15 meaning assigned to them in the Settlement Agreement and Notice of Settlement of Class Action
16 Lawsuit (“Class Notice”).

17 The Court has determined that the Notice Packet provided to the Class pursuant to the
18 Preliminary Approval Order fully and accurately informed all Class Members of the material
19 elements of the proposed Settlement, constituted the best notice practicable under the
20 circumstances, and constituted valid, due and sufficient notice to all Class Members.

21 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
22 reasonable and adequate in all respects, determines that the Settlement was made in good faith
23 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
24 accordance with the terms of the Settlement Agreement. The Court further finds that the
25 Settlement was the result of arm’s-length negotiations conducted after Class Counsel had
26 thoroughly and adequately investigated the claims and became familiar with the strengths and
27 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,
28 among other factors, support the Court’s conclusion that the Settlement is fair, reasonable, and

1 adequate. The amounts agreed to be paid by Defendant MOUNTAIN VALLEY EXPRESS CO.,
2 INC. ("Defendant"), including the Individual Payment Amounts to be paid to Settlement Class
3 Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of
4 this case.

5 The Court hereby grants final approval of attorneys' fees in the amount of \$91,666.67 to
6 Class Counsel Diversity Law Group, P.C., Law Offices of Choi & Associates, P.C., and David
7 Lee Law.

8 The Court hereby grants final approval of attorneys' costs in the amount of ~~\$17,473.07~~ to
9 Class Counsel Diversity Law Group, P.C. and Law Offices of Choi & Associates, P.C. ~~\$17,173.07~~

10 The Court hereby grants final approval of the Class Representative Enhancement
11 Payment in the amount of \$5,000.00 to Named Plaintiff, in addition to his Individual Payment
12 Amount as a Settlement Class Member, for his time and effort serving as the Class
13 Representative.

14 The Court also hereby approves payment of \$7,500.00 to Phoenix Settlement
15 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
16 render in administering the Settlement as described more fully in the Settlement Agreement.

17 Pursuant to California Labor Code Section 2698, et seq., the Court also hereby approves
18 payment of \$7,500.00 to the California Labor & Workforce Development Agency ("LWDA") as
19 payment for penalties under the Private Attorneys General Act ("PAGA"). The \$7,500.00
20 payment constitutes the 75% allocation to the LWDA of the total amount of \$10,000.00 allocated
21 to PAGA penalties.

22 The Court hereby finds that the Class Notice and all related documents have been mailed
23 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
24 adequately described the terms of the proposed Settlement Agreement, the manner in which
25 Class Members could object to or participate in the Settlement, and the manner in which Class
26 Members could opt out of the Class; was the best notice practicable under the circumstances;
27 was valid, due and sufficient notice to all Class Members; and complied fully with California
28 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a

1 full and fair opportunity has been afforded to Class Members to participate in the proceedings
2 convened to determine whether the proposed Settlement Agreement should be given final
3 approval. Accordingly, the Court hereby determines that all Class Members who did not file a
4 timely and proper request to be excluded from the Settlement are bound by this Order.

5 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
6 Class, Named Plaintiff, and Defendant. The Court further finds that the Settlement is the product
7 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
8 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
9 involvement of an experienced mediator, and all Settlement Class Members, and confers a
10 significant financial benefit to the Class commensurate with the likely recovery if Named
11 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
12 Settlement Agreement is consistent with public policy, and fully complies with all applicable
13 provisions of law, including the provisions of California Code of Civil Procedure section 382
14 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's
15 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the
16 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'
17 respective positions rather than the result of a finding of liability at trial all support the Court's
18 decision granting final approval. The following factors also support the decision granting final
19 approval: the risk, expense, complexity and likely duration of further litigation; the risk of
20 attaining and maintaining class action status throughout the proceedings; and the extent of
21 discovery completed and the stage of the proceedings.

22 The reaction of the Class Members to the proposed Settlement further supports the
23 Court's decision granting final approval. There are no requests for exclusion from the
24 Settlement. Also, no objections have been submitted to the Settlement by any of the Class
25 Members.

26 Phoenix Settlement Administrators shall calculate and administer from the Maximum
27 Gross Settlement Amount the following, all of which shall be deducted from the \$275,000.00
28 Gross Settlement Amount: Settlement Class Awards to be made to the Settlement Class

1 Members; Attorney's Fees and Expenses Payment to Class Counsel; Class Representative
2 Enhancement Payment to the Named Plaintiff; and PAGA payment to the LWDA. Phoenix
3 Settlement Administrators is hereby directed to mail the Individual Payment Amounts and take
4 all other actions in furtherance of the settlement administration as specified in the Settlement
5 Agreement.

6 The releases, waivers, and covenants not to sue by the Named Plaintiff, as set forth in the
7 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
8 reference and made a part of this Order as though fully set forth herein. As more specifically set
9 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
10 pursuant to the Settlement, Named Plaintiff waives and releases the Released Claims as set forth
11 in the Settlement Agreement, which are barred pursuant to this Order and Judgment.

12 The releases, waivers, and covenants not to sue by the Class Members, as set forth in the
13 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
14 reference and made a part of this Order as though fully set forth herein. As more specifically set
15 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
16 pursuant to the Settlement, Class Members waive and release the Released Claims as set forth in
17 the Settlement Agreement, which are barred pursuant to this Order and Judgment.

18 By means of this Final Approval Order, final judgment is entered, as defined in section
19 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
20 operating as a full release and discharge of Released Claims. All rights to appeal this Order or
21 the Judgment have been waived except as specifically permitted in the Settlement Agreement.

22 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
23 obligations under the Settlement or under this Order.

24 Settlement Class Members shall have one-hundred eighty (180) days from the date of
25 issuance of the check to negotiate the check. Funds represented by Individual Settlement
26 Payment checks returned as undeliverable and Individual Settlement Payment checks remaining
27 un-cashed for more than 180 days after issuance will be tendered to the State Treasury for
28 deposit into the Equal Access Fund of the Judicial Branch.

1 A compliance hearing is set for 9/1, 2021 at 9:00 a.m./p.m.
2 in Department S26 of the above-referenced Court. At least five (5) days prior to the compliance
3 hearing, the Settlement Administrator will provide a written declaration under oath to certify the
4 total amount that was paid to all class members and ensure that distribution of the un-cashed
5 funds be tendered to the State Treasury for deposit into the Equal Access Fund of the Judicial
6 Branch.


7 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
8 and continuing jurisdiction over the action and the Parties for purposes of supervising the
9 implementation, enforcement, construction, administration and effectuation of the Settlement
10 Agreement.

11 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
12 comply with the terms of the Settlement Agreement.

13 Notice of entry of this Order and Judgment will be available on the Settlement
14 Administrator's website.

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

16
17 Dated: 9-1, 2020

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19 _____
20 HONORABLE DAVID COHN
21 JUDGE OF THE SUPERIOR COURT
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