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11 JAMIE SALES

12  
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF SAN MATEO**

15 JAMIE SALES, individually, and on behalf  
of other members of the general public,  
16 similarly situated;

17 Plaintiff,

18 vs.

19 J.S. INTERNATIONAL SHIPPING CORP.,  
a California corporation; and DOES 1  
20 through 100, inclusive,

21 Defendants.

Case No.: 18CIV05048

*Assigned for all purposes to: Hon. Marie S.  
Weiner, Dept.: 2*

**CLASS ACTION**

**[PROPOSED] FINAL ORDER AND  
JUDGMENT**

Hearing Date: January 27, 2021

Hearing Time: 9:00 a.m.

Dept.: 2

Complaint Filed: September 19, 2018

Trial Date: Not Set

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**[PROPOSED] FINAL ORDER AND JUDGMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court  
3 on January 27, 2021, for a hearing and Final Order Approving Class Action and PAGA Settlement  
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order  
5 (“Preliminary Approval Order”), and as set forth in the Settlement Agreement and Release  
6 (“Agreement”), and due and adequate notice having been given to all Class Members as required  
7 in the Preliminary Approval Order, and the Court having considered all papers filed and  
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it  
9 is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. Consistent with the definitions provided in the Agreement, the term “Class” and  
12 “Class Members” shall mean the following: “All non-exempt employees employed by J.S.  
13 International Shipping Corp. in California, from September 19, 2014 through September 25,  
14 2020.”

15 3. This Court has jurisdiction over the subject matter of this Action and over all Parties  
16 to this Action, including all Class Members.

17 4. Distribution of the Notice directed to the Class Members as set forth in the  
18 Agreement and the other matters set forth therein has been completed in conformity with the  
19 Preliminary Approval Order, including individual notice to all Class Members who could be  
20 identified through reasonable effort, and the best notice practicable under the circumstances. The  
21 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,  
22 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,  
23 and the Notice fully satisfied the requirements of due process. All Class Members and all Released  
24 Claims are covered by and included within the Settlement and this Final Order.

25 5. The Court hereby finds the Settlement was entered into in good faith pursuant to  
26 and within the meaning of California Code of Civil Procedure section 877.6. The Court further  
27 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the  
28 standards and applicable requirements for final approval of this class action settlement under

1 California law, including the provisions of California Code of Civil Procedure section 382 and  
2 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*  
3 *Superior Court*, 4 Cal.3d 800, 821 (1971).

4 6. The Court hereby approves the Settlement set forth in the Agreement and finds that  
5 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate  
6 the Settlement according to its terms. The Court finds that the Settlement has been reached as a  
7 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that  
8 the Parties have conducted extensive investigation and research, and counsel for the Parties are  
9 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this  
10 time will avoid additional substantial costs, as well as avoid the delay and risks that would be  
11 presented by the further prosecution of the Action. The Court has reviewed the benefits that are  
12 being granted as part of the Settlement and recognizes the significant value to the Class Members.  
13 The Court also finds that the Class is properly certified as a class for settlement purposes only.

14 7. As of the date of entry of this Final Order, all Class Members who did not submit  
15 a timely request for exclusion will expressly and irrevocably release, acquit, and forever discharge  
16 J.S. International Shipping Corp., all entities affiliated with it, and all current and former officers,  
17 directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers,  
18 clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns,  
19 employees of the Company, including but not limited to James Cullen, agents, insurers, attorneys  
20 and all persons or entities acting in concert with or affiliated with any of them, and OMNI Holdco,  
21 LLC., OMNI Logistics, LLC, and any parents, subsidiaries and affiliates of OMNI Holdco, LLC  
22 or OMNI Logistics, LLC. (the "Released Parties"), from any claims, causes of action, damages,  
23 wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs,  
24 and any other form of relief or remedy in law or equity arising from the Lawsuit and any claims  
25 asserted or that could have been asserted based on the factual allegations contained in the  
26 Complaint, during the period from September 19, 2014 through September 25, 2020 (the  
27 "Released Claims Period") including claims for (1) failure to pay overtime wages; (2) failure to  
28 provide meal periods or pay premiums wages for missed, denied, or unauthorized meal periods;

1 (3) failure to provide rest breaks, or pay premium wages for missed, denied or unauthorized rest  
2 periods; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and  
3 quitting employees; (6) failure to pay timely wages during employment; (7) failure to furnish  
4 accurate itemized wage statements or provide fully and accurately itemized wage statements; (8)  
5 failure to maintain adequate records; (9) failure to indemnify employees for necessary  
6 expenditures incurred in discharge of duties, including but not limited to, car expenses, uniforms,  
7 and cell phones; (10) unfair and unlawful business practices, as well as any wage and hour claims  
8 that were asserted or could have been asserted based on the factual allegations contained in the  
9 operative Complaint. This includes, but is not limited to, claims for unpaid wages, civil or  
10 statutory penalties, waiting time penalties, liquidated damages, and all other associated penalties,  
11 including but not limited to claims under Labor Code section 2698 *et seq.*, Labor Code sections  
12 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2,  
13 1197, 1197.1, 1198, 2800, 2802, IWC Wage Order 4-2001 and any other applicable wage orders,  
14 Business and Professions Code section 17200 *et seq.* (for any claims asserted or that could have  
15 been asserted based on the factual allegations contained in the Complaint), and claims or potential  
16 claims for attorneys' fees and costs and interest related to the Litigation. (the "Released Claims.")

17 8. Named Plaintiff Jamie Sales, for herself only, also fully and finally releases the  
18 Released Parties from any and all claims, any claims, causes of action, damages, wages, benefits,  
19 expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other  
20 form of relief or remedy in law or equity, known and unknown, including but not limited to claims  
21 asserted in the Lawsuit and otherwise arising from or related to her work relationship with  
22 Defendant or compensation for her work for Defendant, under federal, state or local law, statute,  
23 ordinance, regulation, common law, or other source of law ("Named Plaintiff's Released  
24 Claims"). Named Plaintiff's Released Claims include, but are not limited to, claims for (1) failure  
25 to pay overtime wages; (2) failure to provide meal periods or pay premiums wages for missed,  
26 denied, or unauthorized meal periods; (3) failure to provide rest breaks, or pay premium wages  
27 for missed, denied or unauthorized rest periods; (4) failure to pay minimum wages; (5) failure to  
28 pay all wages due to discharged and quitting employees; (6) failure to pay timely wages during

1 employment; (7) failure to furnish accurate itemized wage statements or provide fully and  
2 accurately itemized wage statements; (8) failure to maintain adequate records; (9) failure to  
3 indemnify employees for necessary expenditures incurred in discharge of duties, including but  
4 not limited to, car expenses, uniforms, and cell phones; (10) unfair and unlawful business  
5 practices, as well as any wage and hour claims that were asserted or could have been asserted  
6 based on the factual allegations contained in the Complaint, or any amended complaint. This  
7 includes, but is not limited to, claims for unpaid wages, civil or statutory penalties, waiting time  
8 penalties, liquidated damages, and all other associated penalties, including but not limited to  
9 claims under Labor Code section 2698 et seq., Labor Code sections 201-204, 210, 218.5, 218.6,  
10 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,  
11 2802, IWC Wage Order 4-2001 and any other applicable wage orders, Business and Professions  
12 Code section 17200 et seq., and claims or potential claims for attorneys' fees and costs and interest  
13 related to the Litigation. Named Plaintiff's Released Claims do not include claims for workers'  
14 compensation benefits or any of other claims that may not be released by law. Named Plaintiff's  
15 Released Claims include all claims, whether known or unknown, Named Plaintiff may have.  
16 Thus, even if Named Plaintiff discovers facts in addition to or different from those that she now  
17 know or believe to be true with respect to the claims that are the subject of Named Plaintiff's  
18 General Release above, those claims will remain released and forever barred. Therefore, Named  
19 Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of  
20 the California Civil Code, which reads.

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
24 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
25 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
26 DEBTOR OR RELEASED PARTY.

27 Named Plaintiff represents and warrants that she is the sole and exclusive owner of all claims that  
28 she personally is releasing under this Agreement. Named Plaintiff further acknowledges that she

1 has not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or  
2 encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining  
3 to this Litigation, including without limitation, any claim for benefits, proceeds or value under the  
4 Litigation, and that Named Plaintiff is not aware of anyone other than herself claiming any  
5 interest, in whole or in part, in the Litigation or in any benefits, proceeds or value under the  
6 Litigation.

7 9. No Class Member objected to the terms of the Settlement.

8 10. No Class Member requested to be excluded from the terms of the Settlement.

9 Accordingly, all Class Members are bound by this Judgment.

10 11. The Court finds the settlement payments provided for under the Agreement to be  
11 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the  
12 Court orders Defendant to fund the Class Settlement Amount of \$375,000 (less any amount already  
13 paid for settlement administration) within 30 days of the date of this order to provide payments for  
14 class members settlement awards, the class representative enhancement payment, Class Counsel's  
15 attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the  
16 California Labor and Workforce Development Agency pursuant to Labor Code Section 2698 et  
17 seq. The calculations and the payments shall be made administered in accordance with the terms  
18 of the Agreement.

19 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
20 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount  
21 of ~~\$131,250~~ <sup>\$125,000</sup> and attorneys' costs in the amount of \$34,778.95 from the Class Settlement Amount  
22 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by  
23 and/or owed to Class Counsel and any other person or entity related to the Action. The Court  
24 further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be  
25 administered pursuant to the terms of the Agreement.

26 13. The Court hereby approves and orders a Class Representative Enhancement Award  
27 of \$7,500 to Plaintiff Jamie Sales from the Class Settlement Amount in accordance with the terms  
28 of the Agreement.

1           14.     The Court approves and orders the payment in the amount of \$3,750 (75% of  
2 \$5,000) from the Class Settlement Amount to the California Labor Workforce Development  
3 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The  
4 remaining \$1,250 (25% of \$5,000) shall be distributed to participating class members on a *pro*  
5 *rata* basis as set forth in the Agreement.

6           15.     The Court also hereby approves and orders payment from the Class Settlement  
7 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
8 Phoenix Settlement Administrators in the amount of \$6,250.

9           16.     The Court hereby approves and orders payment of individual settlement payments  
10 from the net settlement amount to the participating Class Members on a *pro rata* basis as set forth  
11 in the Agreement.

12           17.     The Court also hereby approves and orders that any checks distributed from the  
13 Class Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar  
14 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
15 Legal Aid Society of San Mateo County pursuant to California Code of Civil Procedure section  
16 384.

17           18.     Provided the Settlement becomes effective under the terms of the Agreement, the  
18 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
19 payments, attorneys' fees and costs, and Enhancement Payment is as set forth in the Agreement.

20           19.     Neither the Settlement nor any of the terms set forth in the Agreement is an  
21 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of  
22 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other  
23 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,  
24 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an  
25 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing  
26 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations  
27 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
28 an admission or concession with regard to the denials or defenses by Defendant, or any of the other

1 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,  
2 administrative agency or other tribunal for any purpose whatsoever other than to enforce the  
3 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or  
4 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or  
5 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records  
6 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*  
7 *estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released  
8 Claims.

9 20. Without affecting the finality of this Judgment, the Court shall retain continuing  
10 jurisdiction over this action and the parties, including all Class Members, and over all matters  
11 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
12 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
13 as provided to the contrary herein, any disputes or controversies arising with or with respect to the  
14 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court  
15 for resolution.

16 21. A non-appearance ~~case review regarding the filing of a~~ final report on the  
17 disbursement of settlement payments ~~is set for~~ shall be filed. at \_\_\_\_\_ a.m./p.m.

18 22. Plaintiff shall file and serve formal Notice  
19 of entry of Judgment, including notice to LWDT  
IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

20  
21 DATED: 1/27/21

22   
23 \_\_\_\_\_  
24 JUDGE OF THE SUPERIOR COURT  
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SERVICE LIST  
*Sales v. JS International*, Class Action 18CIV05048  
As of December 2018

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