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**ENDORSED FILED
SAN MATEO COUNTY**

JUN 11 2021

Clerk of the Superior Court
By ANDREA DALEY
DEPUTY CLERK

Attorneys for Plaintiff JUAN LARA, as an individual and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

JUAN LARA, as an individual and on behalf of all employees similarly situated,

Plaintiff,

v.

PREMIERE RELOCATIONS SERVICES
INC. dba CUMMINGS MOVING CO.,
and DOES 1 through 50, inclusive,

Defendant.

Case No.: 19CIV02396

CLASS ACTION

**JUDGMENT AND ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS, AND
REPRESENTATIVE ENHANCEMENT**

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

Action Filed: April 30, 2019
Trial Date: None set

1 On May 18, 2021, at 2:00 p.m., the Court held a hearing on Plaintiff's unopposed Motion
2 for Final Approval of Class Action Settlement and Award of Attorneys' Fees, Costs and
3 Representative Enhancement (the "Motion"). The Court has reviewed the motion and the
4 concurrently filed Application for Attorney's Fees and Enhancement.

5 The Court having also considered the Memorandum of Points and Authorities in support
6 of the Motion and the declarations of counsel and the settlement administrator including a
7 declaration of proof of publication submitted in support thereof, and for good cause appearing
8 therein, the Court now FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED
9 AS FOLLOWS:

- 10 1. The Court finds that certification of the following Settlement Classes, for settlement
11 purposes only, is appropriate under California Code of Civil Procedure: "all non-
12 exempt employees, including, but not limited to, movers and delivery drivers currently
13 and/or formerly employed by Defendant." The Class Period is from April 30, 2015,
14 through August 20, 2020 (date Court signed order regarding the Preliminary Approval
15 (the "Plaintiff Class" or "Settlement Class"). The Court hereby approves the class
16 definition.
- 17 2. All terms used herein shall have the same meaning given to them in the Settlement
18 Agreement.
- 19 3. The Court has jurisdiction over the subject matter of this action, all members of the
20 Settlement Classes, and Defendants.
- 21 4. The Court finds that, in accordance with the California Rules of Court and the
22 requirements of due process, all members of the Settlement Class have been given
23 proper and adequate notice of the Settlement.
- 24 5. The Court has reviewed the terms of the Settlement Agreement and finds that the
25 Settlement is fair, adequate, and reasonable to those it affects, and resulted from
26 vigorously contested litigation and extensive, good-faith and arm's length negotiations
27 between the parties. The Court further finds that the Settlement is in the public interest
28 after considering the following factors: (a) the strength of the plaintiff's case; (b) the

1 risk, expense, complexity, and likely duration of further litigation; (c) the possible
2 outcome of further litigation relating to class certification, liability and damages; (d)
3 the amount offered in settlement; (e) the experience and views of Class Counsel; and
4 (f) the positive reaction of class members.

- 5 6. The Final Approval Motion is hereby GRANTED, and the Settlement Agreement is
6 hereby APPROVED as fair, reasonable, and adequate, for the exclusive benefit of
7 Class Members. The Parties are directed to carry out the Settlement Agreement
8 according to its terms, and the Settlement Agreement is hereby incorporated into this
9 Order as though all terms therein are set forth in full
- 10 7. The Court APPROVES the non-reversionary Gross Settlement Amount (“GSA”) of
11 Three Hundred Thousand dollars (\$300,000.00) in accordance with the Settlement
12 Agreement.
- 13 8. The Court further APPROVES the distribution of the GSA as follows: (1) Class
14 counsel attorneys' fees of One Hundred Thousand dollars (\$100,000.00), which shall
15 not exceed one third ($1/3^{\text{rd}}$) of the Maximum Settlement Amount; (2) costs in the
16 amount of Nine Thousand One Hundred Ninety-One dollars and Twenty Nine cents
17 (\$9,191.29); (3) Class Representative Enhancement Payment of Five Thousand
18 Dollars (\$5,000.00); (4) PAGA Payment in the amount of Five Thousand Dollars
19 (\$5,000.00), of which Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) will
20 be paid to the California Labor and Workforce Development Agency (“LWDA”) and
21 the other One Thousand Two Hundred Fifty Dollars (\$1,250.00) will returned to the
22 GSA, and; (5) Claims Administration Costs in the amount of Six Thousand Dollars
23 (\$6,000.00) to Phoenix Settlement Administrators. The remaining amount shall be the
24 Net Settlement Amount (“NSA”) which will be distributed to the Settlement Class
25 pursuant to the terms of the Agreement.
- 26 9. If any settlement checks issued to Settlement Class Members remain uncashed after
27 one hundred eighty days (180) days, these settlement checks will become void and
28 any settlement amounts associated with the uncashed checks will be paid in

1 accordance with the Code of Civil Procedure section 384. The Court APPROVES of
2 the parties' agreement that the cy pres recipient shall be Bay Area Legal Aid
3 (BayLegal). Therefore, there will be no "residual" following distribution of this
4 Settlement.

5 10. The Court further APPROVES additional payment of nine thousand seven dollars and
6 six cents (\$9,007.0) to be paid out of the Gross Settlement for the costs expended in
7 the publication of the Notice of Class Settlement, pursuant to the Joint Stipulation and
8 Order Re: Publication of Court Notice of Class Action Settlement, signed by the Court
9 on February 23, 2021.

10 11. The Court hereby appoints Kevin Mahoney and Berkeh Alemzadeh of MAHONEY
11 LAW GROUP, APC, as Class Counsel for settlement purposes only, and awards
12 attorneys' fees to Class Counsel in the amount of One Hundred Thousand dollars
13 (\$100,000.00) and reimbursement of costs to Class counsel in the amount of Nine
14 Thousand One Hundred Ninety-One dollars and Twenty-Nine cents (\$9,191.29); to
15 be paid out of the Gross Settlement Amount and in accordance with the Settlement
16 Agreement. The Court finds that the fees requested by Class Counsel are reasonable.

17 12. The Court further orders that the costs of administration of the Settlement as set forth
18 in the declaration of Kevin Lee of Phoenix Settlement Administrators, be paid out of
19 the GSA in the amount of Six Thousand dollars (\$6,000.00) and in accordance with
20 the Settlement.

21 13. The Court appoints, for settlement purposes only, Plaintiff Juan Lara as the Class
22 Representative and further orders that he be awarded an Enhancement Payment in the
23 amount of Five Thousand Dollars (\$5,000.00), to be paid out of the GSA and in
24 accordance with the Settlement. The Court finds that Plaintiff has undertaken
25 significant risk and performed valuable services on behalf of the Settlement Class and
26 that this award would have a negligible impact on the claims of any of the Class
27 Members herein.

28 14. The Court finds that there have been no objections to the Settlement, and therefore

1 there is no person who has standing to appeal the same. The Court finds no basis for
2 determining that the Settlement was reached by anything other than arm's-length
3 negotiations. The Court further finds that the investigation and discovery was
4 sufficient to allow Class counsel and the Court to act intelligently. The Court also finds
5 that Class counsel is experienced in this type of litigation.

6 15. As of the date of this final approval order and judgment, except as to such rights or
7 claims that may be created by the Settlement, each and every Released Claim of each
8 Class Member who did not timely submit a valid opt-out request is and shall be
9 deemed to be conclusively released as against the Released Parties (as those terms are
10 defined in the Settlement Agreement).

11 16. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
12 constitute an admission by Defendant, or any of the other Released Parties, of liability
13 to the Class Representatives or any other Class Members, nor does this final approval
14 order constitute a finding by the Court of the validity of any of the claims alleged in
15 the Lawsuit, or of any liability of Defendant or any of the other Released Parties.

16 17. Accordingly, the Court orders all Parties and their counsel to cooperate in fulfilling
17 the terms of the Settlement Agreement herein consistent with this Order, and this Court
18 shall retain jurisdiction to effectuate the terms of the settlement including the binding
19 effect of the releases set forth in the Settlement Agreement as to the Class
20 Representative, the Class Members, and the Participating Class Members herein.

21 18. Accordingly, the Court orders all Parties and their counsel to cooperate in fulfilling
22 the terms of the Settlement Agreement herein consistent with this order, and this Court
23 shall retain jurisdiction to effectuate the terms of the settlement including the binding
24 effect of the releases set forth in the Settlement Agreement as to both the class
25 representatives and the putative class herein.

26 19. Judgment is hereby entered pursuant to: (1) the terms of the Settlement, and; (2) this
27 Order granting final approval and awarding attorneys' fees, costs and enhancement
28 payment.

1 20. Without affecting the finality of the Judgment in any way, the Court shall retain
2 exclusive and continuing jurisdiction over the above-captioned parties, including all
3 Class Members pursuant to California Rule of Court, rule 3.769, for purposes of
4 supervising, administering, implementing, enforcing, and interpreting the Settlement
5 Agreement and the Final Approval Order.

6 21. In the event that the Effective Date of the Settlement does not occur, this Judgment
7 shall be rendered null and void and any class certified for settlement purposes will be
8 vacated and any other order entered by the Court in furtherance of the Settlement shall
9 be treated as void ab initio.

10 22. In such an event, the Parties shall return to the status quo as if the Parties had not
11 entered into this Settlement, as provided in the Settlement Agreement.

12
13 **IT IS SO ORDERED.**

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15 DATED: 6/11/21

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17 _____
18 THE HONORABLE MARIE S. WEINER
19 JUDGE OF THE SUPERIOR COURT
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SUPERIOR COURT OF SAN MATEO COUNTY

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FILED

SAN MATEO COUNTY

6/11/2021

Clerk of the Superior Court

/s/ Andrea Daley

DEPUTY CLERK

AFFIDAVIT OF MAILING

Date: 6/11/2021
In the Matter of: JUAN LARA vs PREMIERE RELOCATIONS SERVICES, INC
Case No.: 19-CIV-02396
Documents: JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES, COSTS, AND REPRESENTATIVE ENHANCEMENT

The documents were served by the following means:

 By U.S. Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed below and deposited the sealed envelope with the Unites States Postal Service, with the postage fully prepaid.

 X Placed the envelope for collection and mailing, following the Court's ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Executed on: 6/11/2021

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Andrea Daley

Andrea Daley, Deputy Clerk

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