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Attorneys for Plaintiff  
Jose Hector Cervantes Lopez

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

SEP 17 2021  
**S. Salazar**

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF RIVERSIDE**

JOSE HECTOR CERVANTES LOPEZ,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

vs.

MAC ARTHUR CO, and DOES 1 through  
100, inclusive,

Defendants.

Case No.: RIC1905043

~~[Proposed Corrected]~~ **JUDGMENT AND  
ORDER GRANTING MOTION FOR  
FINAL APPROVAL OF SETTLEMENT**

1 Pursuant to Rules of Court, rule 3.771, judgment is entered as follows:

2 1. The distribution and notice to class members constituted the best practicable notice  
3 pursuant to Rule of Court, rule 3.769(h) and met the requirements of due process.

4 2. The settlement is fair, reasonable, and adequate pursuant to Rule of Court 3.769(h).

5 3. For the purpose of approving the settlement, the court finds the class is ascertainable and  
6 so numerous that joinder of all members is not practicable; also there are questions of law and  
7 fact common to the class, there is a well-defined community of interest, Plaintiff's claims are  
8 typical of the class members, a class action is superior to other methods to efficiently adjudicate  
9 the controversy, and Plaintiff's counsel is qualified to represent the class.

10 4. Class members who did not opt out or exclude themselves from the settlement have  
11 released all claims covered by the release in the settlement agreement.

12 5. The court approves attorney fees to class counsel of \$91,666.66, costs to class counsel of  
13 \$10,000, settlement administration of \$4,750, and a \$7,500 service award enhancement to  
14 plaintiff Jose Hector Cervantes Lopez.

15 6. Pursuant to Rule of Court 3.769(h), the court retains jurisdiction to enforce the  
16 settlement.

17 7. Pursuant to Rule of Court 3.771(a), the class members are all nonexempt employees who  
18 were employed by Defendant Mac Arthur Co., in California and performed work in the  
19 warehouse and/or delivery departments, including all warehouse personnel and delivery drivers  
20 from October 3, 2015 to July 2, 2020.

21 8. Pursuant to Rule of Court 3.771(b), notice of this judgment will be available on the  
22 settlement administrator's website at [www.phoenixclassaction.com](http://www.phoenixclassaction.com)

23 9. Any envelope transmitting a settlement distribution to a class member shall bear the  
24 notation: "YOUR CLASS ACTION SETTLEMENT IS ENCLOSED."

25 10. The settlement relates to the second amended settlement agreement, which was filed in  
26 the Riverside County Superior Court on January 29, 2021 as an attachment to the declaration of  
27 Adam Rose in support of the motion for preliminary approval.

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1 11. Any settlement distribution check shall be negotiable for at least 90 days but not more  
2 than 180 days from the date of mailing.

3 12. The settlement administrator will mail a reminder postcard to any class member whose  
4 settlement distribution check has not been negotiated within 60 days after the date of mailing.

5 13. If (i) any of the class members are current employees of the defendant, (ii) the  
6 distribution mailed to those employees is returned to the administrator as being undeliverable,  
7 and (iii) the administrator is unable to locate a valid mailing address, the administrator shall  
8 arrange with the defendant to have those distributions delivered to the employees at their place  
9 of employment.

10 14. No class members excluded themselves from the settlement.

11 15. The settlement agreement provides for the distribution of any funds to the designated cy  
12 pres recipient, which is the Inland Empire Community Foundation located at 3700 Sixth St.,  
13 Riverside, CA 92501. Funds would be paid to the cy pres recipient if there are uncashed checks  
14 from class members that remain uncashed for more than 180 days from the date of mailing.

15 16. After distribution to the class members, and then after any distribution to the cy pres  
16 recipient, Plaintiff will submit an amended judgment pursuant to Code of Civil Procedure  
17 section 384 regarding the amount sent to the cy pres recipient.

18 17. For the PAGA portion of the settlement, which is a gross amount of \$25,000, \$18,750  
19 will be sent to the Labor and Workforce Development Agency, and \$6,250 will be distributed to  
20 the aggrieved employees on a pro rata basis.

21 18. Any settlement distribution shall be negotiable for at least 90 days but not more than 180  
22 days from the date of mailing.

23 19. The administrator shall mail a reminder postcard to any class members whose settlement  
24 distribution check has not been negotiated within 60 days after the date of mailing.

25 20. If (i) any of the class members are current employees of the defendant, (ii) the  
26 distribution mailed to those employees is returned to the administrator as being undeliverable,  
27 and (iii) the administrator is unable to locate a valid mailing address, the administrator shall  
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arrange with the defendant to have those distributions delivered to the employees at their place of employment.

21. A Final Accounting hearing (No appearance) is set on 1/6/2022 at 8:30am. Final Accounting report to be filed IT IS SO ORDERED. At least 7 court days prior.

Date:  
9/17/2021

  
Hon. Judge of the Superior Court