

**FILED
ENDORSED**

2021 DEC -1 AM 11:39

**LAW AND MOTION DEPT. 50154
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY**

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

VAN WALKER, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

WFS EXPRESS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

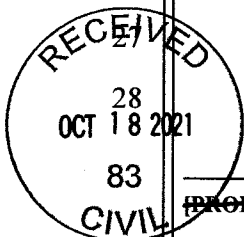
Case No.: 34-2020-00285301-CU-OE-GDS

**(P) [PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 9, 2021
Time: 1:30 p.m.
Dept.: 53

Reservation No.: 2592774

Complaint Filed: August 5, 2020
Trial Date: None



1 Plaintiff Van Walker's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on October 18, 2021, and a
3 hearing was held before this Court on November 9, 2021. Plaintiff's counsel, Mai Tulyathan of
4 Diversity Law Group, P.C., appeared on behalf of Plaintiff, and Defendant's counsel, Daniel H.
5 Handman of Hirschfeld Kraemer LLP, appeared on behalf of Defendant WFS Express, Inc.
6 ("Defendant").

7 The Court has considered the Joint Stipulation for Class Action Settlement ("Stipulation"
8 or "Settlement Agreement") and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
12 and reasonable to the Class.

13 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
14 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
15 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
16 defined below and in the Settlement Agreement).

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only: All persons who worked for WFS Express, Inc. in California as a non-exempt
19 employee at any time during the period of January 1, 2017, through July 31, 2021 (the
20 "Settlement Class Period").

21 Should for whatever reason the Settlement Agreement not become Final, the fact that the
22 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
23 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
24 whether a class should be certified in a non-settlement context.

25 4. The Court appoints and designates: (a) Plaintiff Van Walker as the Class
26 Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C. as Class
27 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to
28 all acts or consents required by, or which may be given, pursuant to the Settlement Agreement,
and such other acts reasonably necessary to finalize the Settlement Agreement and its terms.

1 Any Class Member may enter an appearance through his or her own counsel at such Class
2 Member's own expense. Any Class Member who does not enter an appearance or appear on his
3 or her own behalf will be represented by Class Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, including the amount of the PAGA
7 penalties, and appears to be presumptively valid, subject only to any objections that may be
8 raised by Class Members. It appears to the Court on a preliminary basis that the settlement is
9 fair, adequate, and reasonable as to all potential Class Members when balanced against the
10 probable outcome of further litigation relating to liability and damages issues. It also appears
11 that substantial investigation and research have been conducted so that counsel for the Settling
12 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
13 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
14 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
15 also appears that settlement has been reached as a result of intensive, serious, and non-collusive
16 arm's length negotiations facilitated by an experienced and neutral mediator.

17 6. A Final Approval Hearing on the question of whether the proposed Settlement
18 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
19 Class Counsel, the administration payment to the Settlement Administrator, the payment to the
20 Labor Workforce & Development Agency, and the Class Representative enhancement award
21 should be finally approved as fair, reasonable, and adequate as to the members of the Class is
22 hereby set for March 9, 2022 at 1:30pm in this Court. (Rsv# 2603258) (P)

23 7. The Court hereby approves, as to form and content, the Notice of Class Action
24 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
25 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members
26 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
27 the requirements of due process and shall constitute due and sufficient notice to all parties
28 entitled thereto.

8. The Court appoints and designates Phoenix Settlement Administrators as the

1 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
2 approved Class Notice to Class Members using the procedures set forth in the Settlement
3 Agreement.

4 9. Any Class Member may choose to opt out of and be excluded from the Settlement
5 as provided in the Settlement Agreement and Settlement Class Notice, and by following the
6 instructions for requesting exclusion. Any person who timely and properly opts out of the
7 Settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or
8 comment thereon. Any requests for exclusion must be in writing and signed by each such Class
9 Member opting out and must otherwise comply with the requirements delineated in the Class
10 Notice. Class Members who have not requested exclusion by submitting a valid and timely
11 request by the deadline shall be bound by all determinations of the Court, the Settlement
12 Agreement, and Judgment.

13 10. Any Class Member may object to the Settlement Agreement or express his or her
14 views regarding the Settlement Agreement and may present evidence and file briefs or other
15 papers that may be proper and relevant to the issues to be heard and determined by the Court as
16 provided in the Notice.

17 11. The Motion for Final Approval shall be filed by the Class Representative no later
18 than sixteen (16) court days before the Final Approval Hearing.

19 12. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and all dates provided for in the Settlement Agreement without further notice to the
21 Class, and retains jurisdiction to consider all further applications arising out of or connected with
22 the Class Settlement Agreement.

23 **IT IS SO ORDERED.**

24 DATED: DEC - 1 2021

SHAMA H. MESIWALA

HON. SHAMA H. MESIWALA
SUPERIOR COURT OF CALIFORNIA