

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CHRISTIAN MATUTE, an
individual; Individually and on
Behalf of All Similarly Situated
Individuals,

Plaintiffs,

v.

PILOT AIR FREIGHT LLC, dba
PILOT FREIGHT SERVICES, a
Pennsylvania Limited Liability
Company; BEST BUY CO., INC., a
Minnesota Corporation; and DOES
1-25, Inclusive,

Defendants.

CASE NO. 4:22-cv-00587-YGR

Assigned to: Hon. Yvonne Gonzalez
Rogers

[PROPOSED] ORDER:

- (1) GRANTING FINAL APPROVAL
TO CLASS ACTION
SETTLEMENT; AND**
- (2) ENTERING FINAL JUDGMENT**

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2 On January 23, 2024 a hearing was held on the motion of Plaintiff
3 Christian Matute (“Plaintiff”) for final approval of the class settlement (the
4 “Settlement”) with Defendants Pilot Air Freight LLC., dba Pilot Freight Service,
5 and Best Buy Co., Inc., (“Defendants”), and payments to the Plaintiff, Class
6 Counsel and the Settlement Administrator.

7 The Parties have submitted their Settlement, which this Court
8 preliminarily approved by its August 18, 2023 Order (Docket No. 53) (the
9 “Preliminary Approval Order”). In accordance with the Preliminary Approval
10 Order, Class Members have been given notice of the terms of the Settlement and
11 the opportunity to comment on or object to it or to exclude themselves from its
12 provisions.

13 Having received and considered the Settlement, the supporting papers
14 filed by the Parties, and the evidence and argument received by the Court before
15 entering the Preliminary Approval Order and at the final approval hearing, the
16 Court grants final approval of the Settlement, enters this Final Approval Order, and
17 HEREBY ORDERS and MAKES DETERMINATIONS as follows:

18 1. Except as otherwise specified herein, the Court for purposes of this
19 Final Approval Order and Judgment adopts all defined terms set forth in the Class
20 Action Settlement Agreement (“Agreement”).

21 2. The Court has jurisdiction over this action and the Settlement pursuant
22 to 28 U.S.C. sections 1132(a) and 1332(d).

23 3. For settlement purposes, the Court confirms the certification of the
24 Class defined as: “(a) all individuals who provided services for Pilot and Best Buy
25 (as those entities are defined below) as contract carriers, drivers and/or helpers in
26 the State of California and (b) all entities owned and controlled by contract carriers
27 which contracted directly with Pilot and provided delivery services for Best Buy (as
28 those entities are defined below) from March 28, 2017 through the date of
preliminary approval of the Settlement. However, the Settlement Class shall

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2 exclude all individuals and entities who provided delivery services for Best Buy (as
3 those entities are defined below) as contract carriers, drivers and/or helpers in the
4 State of California exclusively prior to April 18, 2019 and who previously released
5 claims through that date via the settlement in *Henriquez v. DSI Logistics, Inc.*, Los
6 Angeles Sup. Ct. No. BC714165 (final approval granted Nov. 25, 2019).”
7 Settlement Agreement sec. II.C.

8 4. Pursuant to the Preliminary Approval Order, the Notice of Proposed
9 Settlement of Class Action and Hearing Date for Final Court Approval (“Class
10 Notice”) was sent to each Class Member by first-class mail. The Class Notice
11 informed Class Members of the terms of the Settlement, their right to receive a
12 Settlement Share, their right to comment on or object to the Settlement and/or the
13 attorneys’ fees and costs, their right to elect not to participate in the Settlement and
14 pursue their own remedies, and their right to appear in person or by counsel at the
15 final approval hearing and be heard regarding approval of the Settlement. Adequate
16 periods of time were provided by each of these procedures.

17 5. The Court finds and determines that this notice procedure afforded
18 adequate protections to Class Members and provides the basis for the Court to
19 make an informed decision regarding approval of the settlement based on the
20 responses of Class Members. The Court finds and determines that the notice
21 provided in this case was the best notice practicable, which satisfied the
22 requirements of law and due process.

23 6. For the reasons stated in the Preliminary Approval Order, the Court
24 finds and determines that the terms of the Settlement are fair, reasonable and
25 adequate to the Class and to each Class Member and that the Settlement Class
26 Members will be bound by the Settlement, that the Settlement is ordered finally
27 approved, and that all terms and provisions of the Settlement should be and hereby
28 are ordered to be consummated.

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2 7. The Court finds and determines that the Gross Settlement Amount in
3 the amount of \$650,000 and the Settlement Shares to be paid to the Settlement
4 Class Members as provided for by the Settlement are fair and reasonable. The
5 Court hereby grants final approval to and orders the payment of those amounts be
6 distributed to the Settlement Class Members out of the Net Settlement Amount in
7 accordance with the Agreement.

8 8. The Court finds and determines that the fees and expenses of ILYM
9 Group, Inc. in administrating the settlement, in the amount of \$12,550, are fair and
10 reasonable. The Court hereby grants final approval to and orders that the payment
11 of that amount be paid out of the Gross Settlement Amount in accordance with the
12 Agreement.

13 9. The Court finds and determines that the request by Plaintiff and Class
14 Counsel to the Class Representative Service Payment and the attorneys' fees and
15 costs pursuant to the Agreement are fair and reasonable. The Court hereby grants
16 final approval to and orders that the payment of the requested amounts of \$10,000
17 to Christian Matute for the Class Representative Service Payment, \$162,500 for
18 attorneys' fees to Class Counsel, and \$18,012.17 for reimbursement of costs be
19 paid out of the Gross Settlement Amount in accordance with the Settlement.

20 10. As of the Effective Date as defined in the Agreement, all Settlement
21 Class Members hereby fully and finally release the Defendants and the Released
22 Parties (as defined in the Agreement), from the Released Claims (as defined in the
23 Agreement). Settlement Agreement sec. II.DD.

24 11. As of the Effective Date, Plaintiff hereby fully and finally releases the
25 Defendants and the Released Parties (as defined in the Agreement) from the
26 Plaintiff's released claims (as defined in the Agreement). Settlement Agreement
27 sec. VII.

28 12. Nothing in this order shall preclude any action to enforce the Parties'
obligations under the Settlement or under this order, including the requirement that

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2 Defendant make payment in accordance with the Agreement.

3 13. If, for any reason, the Settlement ultimately does not become Final (as
4 defined by the Settlement), this Final Approval Order will be vacated; the Parties
5 will return to their respective positions in this action as those positions existed
6 immediately before the Parties executed the Agreement; and nothing stated in the
7 Agreement or any other papers filed with this Court in connection with the
8 Settlement will be deemed an admission of any kind by any of the Parties or used as
9 evidence against, or over the objection of, any of the Parties for any purpose in this
10 action or in any other action

11 14. The Parties entered into the Settlement solely for the purpose of
12 compromising and settling disputed claims. Defendants in no way admit any
13 violation of law or any liability whatsoever to Plaintiff and the Class, individually
14 or collectively, all such liability being expressly denied by Defendant.

15 15. By means of this Final Approval Order, this Court hereby enters final
16 judgment in this action, as defined in Rule 58(a)(1), Federal Rules of Civil
17 Procedure.

18 16. Without affecting the finality of this Final Approval Order in any way,
19 the Court retains jurisdiction of all matters relating to the interpretation,
20 administration, implementation, effectuation and enforcement of this order and the
21 Settlement.

22 17. The Parties are hereby ordered to comply with the terms of the
23 Agreement.

24 18. This action is dismissed with prejudice, each side to bear its own costs
25 and attorneys' fees except as provided by the Settlement and this Order.

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2 DATED: _____
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4 HON. YVONNE GONZALEZ ROGERS
5 U.S. DISTRICT COURT
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