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

KAYLA LYNCH, individually, on behalf of
other members of the general public similarly
situated, and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
of 2004 ("PAGA");

Plaintiff,

v.

JET DELIVERY, INC., a California
corporation; JET DELIVERY LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 34-2022-00322822-CU-OE-GDS

Assigned for All Purposes to:
Honorable Jill Talley
Department 23

CLASS ACTION

**~~PROPOSED~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: December 13, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 23

Complaint Filed: July 5, 2022
Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
12/17/2024
T. Shaddix, Deputy

1 The Court, having read the papers filed regarding Plaintiff Kayla Lynch’s (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Class Action and PAGA Settlement Agreement (“Settlement
4 Agreement,” “Settlement,” or “Agreement”), hereby **FINDS AND ORDERS**:

5 Plaintiff and Defendant Jet Delivery LLC (“Defendant”) entered the Settlement
6 Agreement to settle this lawsuit on or about February 21, 2024.

7 On August 21, 2024, the Court entered an order preliminarily approving the settlement of
8 this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On December 13, 2024, the Court held a Final Approval Hearing to determine whether to
13 give final approval to the Settlement.

14 1. Incorporation of Other Documents. This Amended Order of Final Approval and
15 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
16 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
17 set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
19 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
20 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
21 including jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process. The
24 Court certifies the Class consisting of all current and former hourly-paid or non-exempt
25 employees of Defendant within the State of California at any time during the period from July 5,
26 2018, through November 9, 2023 (“Class,” “Class Members,” and “Class Period”). There are six
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hundred seventy (669) Class Members who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for the purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

- a. constitutes notice reasonably calculated to apprise the Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all the Participating Class Members;
- b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process;
- c. constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and
- d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

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¹ The Administrator mailed Class Notices to six hundred seventy (670) Class Members and received one (1) request for exclusion. As a result, there are six hundred seventy (669)

1 7. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith and are the product of arm's-length negotiations
3 by experienced counsel who have carried out a meaningful investigation of the claims. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
11 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
12 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
13 that were or could have been raised in this lawsuit and are encompassed by the Released Class
14 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims.

15 9. Release by Participating Class Members. Effective on the date when Defendant
16 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
17 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
18 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
19 successors, and assigns, release the Released Parties from the Released Class Claims.

20 a. Release by Aggrieved Employee. Effective on the date when Defendant fully
21 funds the entire Gross Settlement Amount and funds all employer payroll taxes
22 owed on the Wage Portion of the Individual Class Payments, all Aggrieved
23 Employees, are deemed to release, on behalf of themselves and their former and
24 present representatives, agents, attorneys, heirs, administrators, successors, and
25 assigns, the Released Parties from the Released PAGA Claims.

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Participating Class Members.

1 b. Plaintiff's Release. Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
3 Portion of the Individual Class Payments, in addition to the claims released under
4 Sections E.2 and E.3 of the Settlement Agreement, Plaintiff and her former and
5 present spouses, representatives, agents, attorneys, heirs, administrators,
6 successors, and assigns agree to a general release of any and all claims,
7 transactions, primary rights, or occurrences against Released Parties. Plaintiff also
8 expressly waives and relinquishes the provisions, rights, and benefits, if any, of
9 section 1542 of the Civil Code.

10 c. Released Parties. The Released Parties include Defendant and its past and present
11 directors, officers, shareholders, owners, members, managing agents, attorneys,
12 insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors,
13 business partners, contracting partners, and clients.

14 10. Class Representative Service Payment. The Court finds the Class Representative
15 Service Payment of \$10,000, to be paid by Defendant to Plaintiff out of the Gross Settlement
16 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
17 paid pursuant to the terms and provisions set forth in the Agreement.

18 a. The rationale for making enhancement payments is class representatives should
19 be compensated for the expense and risk they incurred in conferring a benefit on
20 the Class. Criteria courts consider include: (i) risk to the class representatives in
21 commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and
22 effort spent by the class representatives; (iv) duration of the litigation; and (v)
23 personal benefit (or lack thereof) enjoyed by class representatives.

24 b. The Court reviewed Plaintiff's declaration outlining her involvement. Given the
25 risks inherent in the services as the class representative, duration of the case and
26 time involved, and benefits created for the Class, the Court approves the payment
27 of the Class Representative Service Payment of \$10,000 to Plaintiff.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

The Court finds the Class Counsel Fees Payment of \$45,500, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$12,625.48, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$45,500 is thirty-five percent (35%) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

b. The Court reviewed the Declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$15,000 in litigation costs. The Court finds Class Counsel expended \$12,625.48 in litigation costs and that such costs were

reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$12,625.48 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$10,000, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the Declaration of Cassandra Polites from ILYM Group, Inc., the Court-approved Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$10,000 for the Administrator's services in administering the Settlement.

13. PAGA Penalties. The Court finds the PAGA Penalties of \$7,500, seventy-five percent (75%) of which (\$5,625) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$1,875) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
3 Settlement was the product of arm's-length negotiations following extensive litigation,
4 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Lisa
5 Klerman, an experienced and well-respected mediator.

- 6 a. The fairness of the Settlement is demonstrated by there being no objections to and
7 only (1) request for exclusion from the Settlement. The Class Member who
8 requested exclusion is Tamar Butler Robinson.

9 16. Uncashed Checks. The Class Members must cash or deposit their settlement
10 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
11 Uncashed settlement checks will be canceled and transmitted to the California Controller's
12 Unclaimed Property Fund in the name of the Class Member.

13 17. Modification of Agreement. The Participating Class Members are hereby
14 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
15 written instrument signed by all Parties or their representatives and approved by the Court. Such
16 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
17 the rights of the Participating Class Members under the Agreement.

18 18. Final Accounting and Compliance. The Court sets a compliance hearing on
19 August 22, 2025 at 10:30 a.m. in Department 23. At least fifteen (15) calendar days before this
20 hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure
21 section 384, the compliance status report shall specify the total amount paid to the Class
22 Members and the residual of the unclaimed settlement funds that will be paid to the entity
23 identified as the recipient of such funds in the Settlement Agreement.

24 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
25 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
26 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
27 and for any other necessary purpose, including, without limitation:

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- 1 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
2 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
3 arise out of the Settlement or this Order and Judgment;
- 4 b. entering such additional orders as may be necessary or appropriate to protect or
5 effectuate this Order and Judgment approving the Settlement, and permanently
6 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
7 fair and orderly administration of the Settlement; and
- 8 c. entering any other necessary or appropriate orders to protect and effectuate this
9 Court's retention of continuing jurisdiction.

10 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
11 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
12 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

13 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
14 THE SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE
15 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
16 ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
17 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
18 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
19 THE JUDGMENT THEREON.

20 IT IS SO ORDERED.

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22 DATED: 12/17/2024



Jill Talley

HONORABLE JILL TALLEY
SUPERIOR COURT JUDGE