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Attorneys for Plaintiff ROLANDO REYES,  
individually and on behalf of all others similarly  
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ROLANDO REYES, individually, on behalf  
of others similarly situated, and as an  
aggrieved employee under the Labor Code  
Private Attorneys General Act of 2004

Plaintiff,

vs.

MAP CARGO GLOBAL LOGISTICS, a  
California corporation; and DOES 1 through  
50, inclusive,

Defendants.

**FILED**

Superior Court of California  
County of Los Angeles

12/30/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

CASE NO. 19STCV06474

[Assigned for all purposes to the Hon.  
Kenneth R. Freeman, Dept. SS14]

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Complaint Filed: February 27, 2019  
Trial Date: None set

1 Plaintiff Rolando Reyes' ("Plaintiff") Motion for Final Approval of Class Action  
2 Settlement ("Motion") came on regularly for hearing on January 28, 2025, at 2:00 p.m. in  
3 Department SS14 of the above-entitled court. The Court, having duly considered the Motion,  
4 and for good cause appearing, hereby orders, adjudges, and decrees as follows:

5 1. The Court, for purposes of this Final Approval Order and Judgement  
6 ("Judgment"), adopts all defined terms as set forth in the Settlement.

7 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
8 Participating Class Members, and defendant Map Cargo Global Logistics ("Defendant").

9 3. The Court finds that the Settlement was made and entered into in good faith and  
10 hereby approves the Settlement as fair, adequate, and reasonable to Participating Class Members.

11 4. The Court, for settlement purposes only, certifies a class defined as follows:

12 All current and former employees of Defendant who worked as a driver in  
13 California at any time from February 27, 2015 through August 22, 2023.

14 The Participating Class Members, which will be bound by this Final Approval Order and  
15 Judgment, includes all Class Members who did not submit a timely and valid Request for  
16 Exclusion.

17 5. The notice provided to the Class Members conforms with the requirements of  
18 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
19 Rules of Court 3.766 and 3.759, the California and United States Constitutions, and any other  
20 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
21 individual notice to all Class Members who could be identified through reasonable effort, and by  
22 providing due and adequate notice of the proceedings and of the matters set forth therein. The  
23 notice fully satisfies the requirements of due process.

24 6. The Court finds that adequate time has been provided for Class Members to  
25 respond to the Class Notice, including by opting out of the Settlement or objecting to the  
26 Settlement or to Plaintiff's Motion for Approval of Attorneys' Fees and Costs.

27 7. The Court finds that no Class Members have objected to the Settlement.

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1           8.     The Court finds that no Class Members have requested exclusion from the  
2 Settlement.

3           9.     The Court appoints Class Counsel identified in the Agreement as class counsel for  
4 the Participating Class Members, finding that Class Counsel is adequate and qualified, and has,  
5 and can continue to, fully and faithfully represent the interests of Plaintiff and the Participating  
6 Class Members.

7           10.    The Court appoints Plaintiff as class representative for the Participating Class  
8 Members.

9           11.    The Court hereby grants final approval of the Parties' Settlement, as set forth in  
10 the Agreement, and enters Judgment accordingly. The Parties are directed to perform the terms of  
11 the Agreement and to report to the Court when that performance has been completed.

12           12.    Effective on the date when Defendant fully funds the Gross Settlement Amount  
13 and the employer-side payroll taxes owned on the Wage Portion of the Individual Class  
14 Payments, Participating Class Members will release all claims, rights, demands, debts, liabilities,  
15 obligations, damages, and actions or causes of action of any kind that were alleged in the  
16 Complaint, or that could have reasonably been alleged against any of the Released Parties, arising  
17 from, related to, or based on the same set of operative facts as those set forth in the Complaint  
18 during the Class Period, including (without limitation): (i) all claims for unpaid wages, including  
19 unpaid minimum wages, straight-time wages, and overtime wages; (ii) all claims form meal and  
20 rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for  
21 failure to timely pay wages upon termination; (iv) all claims for failure to timely pay wages  
22 during employment; (v) all claims for failure to reimburse necessary business expenses; (vi) all  
23 claims for wage statement violations and failure to maintain accurate records; and (vii) all claims  
24 asserted under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223,  
25 224, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1199, and 2802,  
26 and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through  
27 (vii), California Business & Professions Code § 17200, et seq., California Civil Code section  
28 3287 and 3288, and California Code of Civil Procedure section 382 and 1021.5.

1           13.     Effective on the date when Defendant fully funds the Gross Settlement Amount,  
2 all PAGA Group Members will release all claims all claims asserted pursuant to California Labor  
3 Code section 2698, et seq., that arise out of or are related to the claims, rights, demands, debts,  
4 liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in  
5 the Complaint or PAGA Notice, or that could have reasonably been alleged against any of the  
6 Released Parties, arising from, related to, or based on the same set of operative facts as those set  
7 forth in the Complaint or PAGA Notice during the PAGA Period, including (without limitation),  
8 all claims for PAGA penalties based on alleged (i) unpaid wages, including unpaid minimum  
9 wages, straight-time wages, and overtime wages; (ii) meal and rest break violations and for  
10 failure to pay meal and rest break premiums; (iii) failure to timely pay wages upon termination;  
11 (iv) failure to timely pay wages during employment; (v) failure to reimburse necessary business  
12 expenses; (vi) wage statement violations and failure to maintain accurate records; and (vii)  
13 violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223,  
14 224, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1199, and 2802,  
15 and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through  
16 (vii).

17           14.     The Court finds that the Gross Settlement Amount, the Net Settlement Amount,  
18 and the methodology used to calculate and pay each Participating Class Member's Individual  
19 Settlement Payment are fair and reasonable, and authorizes the Settlement Administrator to pay  
20 the Individual Settlement Awards to Participating Class Members in accordance with the terms of  
21 the Settlement Agreement. Any uncashed or cancelled Individual Class Payment or Individual  
22 PAGA Payment after the void date, shall be transmitted to the California Controller's Unclaimed  
23 Property Fund, as provided in the Agreement.

24           15.     The Court finds that Class Counsel's request for attorneys' fees in the amount of  
25 \$50,000.00, which is one-third (1/3) of the Gross Settlement Amount, is reasonable under the  
26 common fund method. The Court finds that the requested fees also are reasonable under the  
27 lodestar method. The number of hours Class Counsel spent prosecuting this Action is reasonable,  
28 and Class Counsel's hourly rates are reasonable and in line with rates prevailing in the

1 community. The Court awards \$50,000.00 in attorneys' fees to Class Counsel to be paid from the  
2 Gross Settlement Amount.

3 16. The Court finds that Class Counsel has incurred costs and expenses in the amount  
4 of \$14,664.21. Such costs and expenses were reasonably incurred in prosecuting the Action on  
5 behalf of the class. The Court awards \$14,664.21 in costs and expenses to Class Counsel to be  
6 paid from the Gross Settlement Amount. Except as expressly set forth in this Final Approval  
7 Order and Judgment, the Parties shall bear their own attorneys' fees and costs.

8 17. The Court hereby approves the Class Representative Service Payment in the  
9 amount of \$5,000.00 to Plaintiff for his time and effort in bringing and representing the Action, to  
10 be paid from the Gross Settlement Amount.

11 18. Four Thousand Five Hundred Dollars (\$4,500.00) shall be allocated to penalties  
12 under the Labor Code Private Attorneys General Act of 2004, California Labor Code section  
13 2698, et seq. of which \$3,375.00 shall be paid by the Settlement Administrator from the Gross  
14 Settlement Amount directly to the California Labor and Workforce Development Agency. The  
15 remaining \$1,125.00 shall be distributed to Aggrieved Employees as part of their Individual  
16 PAGA Payments.

17 19. The Court hereby approves the Administration Expenses Payment in the amount of  
18 \$4,500.00 to be paid to ILYM Group, Inc. from the Gross Settlement Amount.

19 20. Pursuant to the California Rules of Court Rule 3,771(b), notice of this Judgment  
20 shall be provided to the Settlement Class Members by the Settlement Administrator by posting it  
21 on the Settlement Administrator's website.

22 21. The Judgment is intended to be a final disposition of the Action in its entirety and  
23 is intended to be immediately appealable.

24 22. This Final Approval Order and Judgment, the Agreement, the Settlement it  
25 reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are  
26 not, and shall not be construed as, or used as an admission by Defendant or a finding by this  
27 Court of any fault, wrongdoing, or liability on Defendant's part, or of the validity of any Released  
28 Claim or of the existence or amount of any damages.

1           23.     The Court will hold a compliance hearing regarding distribution to Settlement  
2 Class Members on U&à^!AGJ, 2025, at 11:00 A.M.


3           24.     Pursuant to Code of Civil Procedure section 664.6 and California Rules of Court,  
4 Rule 3.769(h), the Court shall retain jurisdiction with respect to all matters related to the  
5 administration and consummation of the Settlement, including requiring the filing of a final  
6 compliance status report regarding distributions to Settlement Class Members, and any and all  
7 claims asserted in, arising out of, or related to the subject matter of this action, including but not  
8 limited to all matters related to the Settlement and the determination of all controversies relating  
9 thereto.

10           25.     Final judgment is hereby entered.

11           **IT IS SO ORDERED, ADJUDICATED, AND DECREED.**

12  
13 DATED: 01/28/2025



  
HON. KENNETH R. FREEMAN  
Judge of the Superior Court  
Kenneth R. Freeman/Judge