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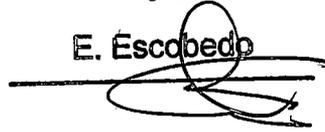
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 03 2024

E. Escobedo



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MAY 06 2024

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ANDRES ROSALES, RICHARD
MONTREAL, individually, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

ELITE TRANSPORTS INC., a California
corporation; MANUEL ANGULO, an
individual; MICHELLE ANGULO, an
individual; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2103898

*(Assigned For All Purposes To Hon. Harold
Hopp, Dept. 1)*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND
APPLICATION FOR ATTORNEYS'
FEES; AND FINAL JUDGMENT
THEREON**

1 The Unopposed Motion For Final Approval Of Class Action Settlement by Plaintiffs
2 Andres Rosales and Richard Montreal (“Named Plaintiffs” or “Class Representatives”) in the
3 above-captioned matter came before the Court on April 3, 2024 at 8:30 a.m., with the Honorable
4 Harold Hopp presiding. The Court having considered the papers submitted in support of the
5 motion, HEREBY RULES AS FOLLOWS:

6 1. The Court grants final approval of the class action settlement based upon the terms
7 set forth in the Revised Settlement Agreement and Release (the “Settlement” or "Settlement
8 Agreement") reached between Plaintiffs, on the one hand, and Defendants Elite Transports Inc.,
9 Manuel Angulo, and Michelle Angulo (collectively “Defendants”) on the other hand (collectively
10 the “Parties”). A true and correct copy of the Settlement Agreement is attached as **Exhibit 1** to
11 the Supplemental Declaration of Daniel Srourian filed on or about September 11, 2021. The Court
12 finds that the terms of the Settlement are fair, adequate, and reasonable. Further, the Court, for
13 purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement
14 Agreement.

15 2. For purposes of this Order, the “Class” or “Class Members” shall consist of “all
16 non-exempt, hourly-paid employees of Defendants employed in California at any time from
17 August 18, 2017 to September 15, 2023.”

18 3. The Court hereby finds that the Settlement was the product of serious, informed,
19 non-collusive negotiations conducted at arm's length by the Parties. In making this final finding,
20 the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of
21 benefits which shall be paid pursuant to the Settlement Agreement, the allocation of Settlement
22 proceeds among the Class Members, and the fact that the Settlement Agreement represents a
23 compromise of the Parties' respective positions. The Court further finds that the terms of the
24 Settlement Agreement have no material deficiencies and do not improperly grant preferential
25 treatment to any individual Class Member. Accordingly, the Court finds that the Settlement
26 Agreement was reached in good faith.

27 4. The Court further finds that the notice procedure carried out by the Parties and
28 ILYM Group, Inc. (the “Settlement Administrator”) meets the requirements of due process and

1 provided the best notice practicable under the circumstances and constituted due and sufficient
2 notice to Class Members. Specifically, the Notice Packet that was disseminated to Class Members
3 includes: (1) the definition of the Class; (2) a description of the substantive issues and proceedings
4 to date; (3) a neutral description of the Settlement; (4) the amount of the fees and costs sought by
5 Class Counsel; (5) information regarding the right to opt out of the Settlement, the procedure for
6 doing so and the date by which such action must be taken; (6) information regarding the right to
7 challenge one's number of workweeks, the procedure for doing so and the date by which such
8 action must be taken; (7) information regarding the right to participate in the Settlement, the
9 procedure for doing so and the date by which such action must be taken, if any; (8) information
10 regarding the right to file an objection to the Settlement, the procedure for doing so and the date
11 by which such action must be taken; (9) the consequences of participating in the Settlement,
12 including the fact that one will be bound by the judgment; (10) the date, time and place of the
13 final approval hearing; (11) the identity of the Named Plaintiffs; (12) contact information of Class
14 Counsel and the Settlement Administrator; (13) information regarding Individual PAGA
15 Payments and Individual Class Payments. A full opportunity was afforded to Class Members to
16 participate in the Final Approval hearing. No Class Members objected to the Settlement and only
17 two Class Member requested exclusion from the Settlement. Thus, the Court finds that all Class
18 Members, except Antonio Perez and George Gutierrez – who submitted valid requests for
19 exclusion, are Participating Class Members and are bound by this Order and Judgement.

20 5. The Court certifies the Class for settlement purposes only and finds that the Class
21 meets all applicable standards for certification under California law.

22 6. The Court approves the Settlement, and each of the releases and other terms set
23 forth in the Settlement as fair, reasonable, and adequate as to the Class Members, Named Plaintiffs,
24 and the Defendants. The parties are directed to perform in accordance with the terms set forth in
25 the Settlement.

26 7. By this Order and Judgment, the Named Plaintiffs, all Participating Class
27 Members, and the Aggrieved Employees (where applicable) hereby release Defendants and the
28

1 Released Parties, as defined in the Settlement Agreement, from their respective released claims,
2 as also defined and set forth in the Settlement Agreement.

3 8. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court
4 reserves and retains exclusive and continuing jurisdiction over this case, Named Plaintiffs, the
5 Class Members, the Aggrieved Employees, and Defendants for the purpose of supervising the
6 implementation, effectuation, enforcement, construction, administration, and interpretation of the
7 Settlement and this Order and Judgment.

8 9. The Court determines that the plan of allocation for payment of the Net Settlement
9 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of
10 the Net Settlement Amount to the Participating Class Members shall be done in accordance with
11 the terms set forth in the Settlement Agreement.

12 10. The Court determines that the plan for allocation for payment of Individual PAGA
13 Payments as set forth in the Settlement Agreement is fair and reasonable and that distribution of
14 the same to the Aggrieved Employees shall be done in accordance with the terms set forth in the
15 Settlement Agreement.

16 11. Named Plaintiffs Andres Rosales and Richard Montreal are hereby appointed as
17 Named Plaintiffs for purposes of settlement.

18 12. Daniel Srourian of the Srourian Law Firm, P.C. is appointed as Class Counsel for
19 purposes of settlement.

20 13. Defendant agrees that the Settlement Administrator shall pay from the Gross
21 Settlement Amount of \$499,783.84: (i) the Administration Expenses Payment to the Settlement
22 Administrator; (ii) the LWDA Payment made directly to the Labor and Workforce Development
23 Agency ("LWDA"); (iii) the Class Representative Service Payments to the Named Plaintiffs; and
24 (iv) fees and costs to Class Counsel as follows:

25 A. The Court hereby approves the Administration Expenses Payment to the
26 Settlement Administrator in an amount of \$8,150.00 from the Gross Settlement Amount.

27 B. The Court hereby approves the LWDA payment of \$30,000.00 to the
28 LWDA.

1 C. The Court hereby approves the Class Representative Service Payments of
2 \$5,000.00 to each of the Named Plaintiffs, in recognition of their service to the Class in initiating
3 and maintaining this litigation and the risks undertaken for the benefit of the Class.

4 D. The Court hereby awards to Class Counsel a fee award of \$166,594.61 and
5 costs actually incurred in an amount of \$13,764.51, which the Court finds fair and reasonable and
6 supported by detailed summaries regarding the work performed and expenses incurred that were
7 submitted by Class Counsel in his supporting declaration.

8 14. The Settlement Administrator is directed to make the foregoing payments in
9 accordance with the terms of the Settlement and Class Counsel's further instructions.

10 15. This document constitutes the Judgment resolving the entire action against
11 Defendant according to the terms herein.

12 16. Any envelope transmitting a settlement distribution to a class member shall bear
13 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

14 17. Any and all checks received by Class Members shall be negotiated for 180 days
15 from the date of mailing. If a Class Member does not cash his or her settlement check within 180
16 days, the un-cashed checks shall be voided by the Settlement Administrator, and the Settlement
17 Administrator shall redistribute the value of uncashed checks to those Class Members who have
18 cashed their checks. All redistributed checks shall be negotiated for 180 additional days from the
19 date of mailing, and all uncashed redistributed checks shall be voided by the Settlement
20 Administrator, and the Settlement Administrator shall thereafter deposit the value of uncashed
21 redistributed checks with the California State Controller in the Unclaimed Property Fund, in the
22 name of the Class Members who did not cash the redistributed check.

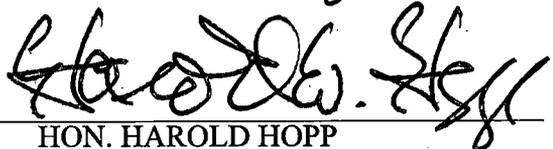
23 18. If (i) any of the Class Members are current employees of the Defendants, (ii) the
24 distribution mailed to those employees is returned to the settlement administrator as being
25 undeliverable, and (iii) the settlement administrator is unable to locate a valid mailing address,
26 the settlement administrator shall arrange with the Defendants to have those distributions
27 delivered to the employee at their place of employment.

1 19. Notice of entry of judgment shall be given to the Class Members pursuant to Cal.
2 R. Ct., rule 3.771(b). Such notice shall be effectuated by the Settlement Administrator's posting
3 of the Order of Final Approval and Judgment on the Settlement website previously created for
4 the Settlement within seven (7) calendar days of entry of the Order of Final Approval and
5 Judgment.

Final Report (Non appearance) Hearing set for 02/03/2025
at 8:30 am in Department 1. Report by Settlement Administrator to
be filed at least 5 court days before the hearing.

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7 IT IS SO ORDERED.

8 Date: 5/1/24


HON. HAROLD HOPP

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