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County of Los Angeles
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CABEZAS, individually and on behalf others similarly situated and
aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES – COMPLEX**

DESMOND AUGUSTINE, DANIEL CAMPOS,
TERRY JACKSON, NICK JAMES, CARLOS
SILVA, and DDILON CABEZAS, individually
and behalf of all others similarly situated and
aggrieved

Plaintiffs,

v.

UNITED PARCEL SERVICE, INC., an OHIO
corporation; and DOES 1 through 25, inclusive,

Defendants.

Lead Case No. BC636468
Consolidated with Case No. BC705672
ASSIGNED FOR ALL PURPOSES TO:
Honorable Stuart M. Rice, Dept. SS1

CONSOLIDATED CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AND ATTORNEYS’ FEES,
COSTS, CLAIMS ADMINISTRATION
EXPENSES, AND CLASS REPRESENTATIVE
INCENTIVE/SERVICE AWARDS AND
ENTERING JUDGMENT**

Date: July 24, 2024
Time: 10:30 a.m.
Dept.: 1 (Spring Street)

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TERRY JACKSON, NICK JAMES, CARLOS SILVA, and

10 DDILON CABEZAS, individually and on behalf others similarly situated and aggrieved

1 This matter came on for hearing on July 24, 2024 in Department SS1 of the above-captioned Court
2 on Plaintiffs’ Motions for Order Granting Final Approval of Class and PAGA Action Settlement and for
3 Attorneys’ Fees, Costs, Claims Administration Expenses, and Class Representative Incentive/Service
4 Awards and Entering Judgment (“Motions”) pursuant to California Rule of Court 3.769, and the Court’s
5 January 25, 2024 Order Granting Preliminary Approval of Class and PAGA Action Settlement as well as the
6 Class Action and PAGA Settlement Agreement and Addendum filed on October 31, 2023 (“Settlement
7 Agreement”).

8 Having received and considered the Settlement Agreement, the supporting papers filed by the
9 Parties, and the evidence and argument received by the Court in conjunction with the Motion for Preliminary
10 Approval of Class and PAGA Action Settlement, and the supporting papers, and evidence and argument
11 received by the Court in conjunction with the Motions for Order Granting Final Approval of Class and PAGA
12 Action Settlement and for Attorneys’ Fees, Costs, Claims Administration Expenses, and Class
13 Representative Incentive/Service Awards, the Court grants final approval of the Settlement and HEREBY
14 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Preliminary Approval Order filed January 25, 2024, a Notice of Class Action
16 Settlement (“Class Notice”) was sent to each Class Member by first-class United States mail. The Class
17 Notice informed the Class of the terms of the Settlement, their right to receive a Settlement Payment without
18 any required action, their right to comment upon or object to the Settlement, and their right to appear in
19 person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement.
20 Adequate periods of time were provided for each of these procedures.

21 2. No member of the Class filed a written objection to the proposed Settlement or appeared at
22 the final approval hearing.

23 3. Forty-Two Class Members submitted timely and valid Requests for Exclusion from the
24 proposed Settlement. The names of these individuals have been provided via a declaration from the Claims
25 Administrator to Class and Defense counsel but will not be publicly filed.

26 4. The Court finds and determines the foregoing notice procedure afforded adequate protections
27 to Class Members and provides the basis for the Court to make an informed decision regarding approval of
28 the Settlement based on the responses of the Class. The Court finds and determines that the notice provided

1 in this case was the best notice practicable, which satisfies the requirements of law and due process.

2 5. With respect to the Class and for purposes of approving this Settlement only, this Court finds
3 and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all
4 members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-
5 defined community of interest among members of the Class with respect to the subject matter of the Action;
6 (c) the claims of the Class Representatives are typical of the claims of the members of the Class; (d) the Class
7 Representatives have fairly and adequately protected the interests of the members of the Class; (e) a class
8 action is superior to other available methods for an efficient adjudication of this controversy; and (f) the
9 counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for
10 Plaintiffs in their individual and representative capacity for the Class, and for the Class.

11 6. The Court confirms certification, for settlement purposes only, of the Classes, defined as:

12 **Class I:** “all California-based hourly, non-exempt package car delivery drivers,
13 excluding drivers using personal vehicles to deliver packages for UPS, employed
14 by UPS in California other than those employed at the Gardena, Main Street, and
Olympic locations, any time from May 22, 2014 to January 25, 2024.”

15 **Class II:** “all California-based hourly, non-exempt package car delivery drivers,
16 excluding drivers using personal vehicles to deliver packages for UPS, employed
17 by UPS at the Gardena, Main Street, and Olympic locations, any time from October
5, 2012 to January 25, 2024.”

18 7. For Settlement purposes only, Aggrieved Employees are defined as:

19 **Aggrieved Employee Group I:** “all California-based hourly, non-exempt package
20 car delivery drivers, excluding drivers using personal vehicles to deliver packages
21 for UPS, employed by UPS in California other than those employed at the Gardena,
Main Street, and Olympic locations, any time from June 4, 2017 to January 25,
2024.”

22 **Aggrieved Employee Group II:** “all California-based hourly, non-exempt
23 package car delivery drivers , excluding drivers using personal vehicles to deliver
24 packages for UPS, employed by UPS at the Gardena, Main Street, and Olympic
locations at any time from October 5, 2015 to January 25, 2024.”

25 8. The Court finds and determines the terms set forth in the Settlement Agreement are fair,
26 reasonable, and adequate and, having found that the Settlement was reached as a result of informed and non-
27 collusive arms'-length negotiations facilitated by a neutral and experienced mediator after years of litigation,
28 directs the Parties to effectuate the Settlement according to the terms set forth in the Settlement Agreement.

1 The Court further finds the Parties conducted extensive investigation, research, discovery, and engaged in
2 class certification briefing, and that their attorneys were able to reasonably evaluate their respective positions.
3 The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial
4 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
5 reviewed the monetary recovery and recognizes the significant value provided to the Class.

6 9. The Court further finds and determines that the terms of the Settlement are fair, reasonable
7 and adequate to the Class and to each Class Member, and as to Aggrieved Employees and Labor and
8 Workforce Development Agency (“LWDA”) under the Private Attorneys General Act (“PAGA”), and that
9 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement Agreement
10 should be and hereby are ordered to be consummated.

11 10. The Court finds and determines that the Individual Class and PAGA Payments to be paid to
12 Participating Class Members and Aggrieved Employees as provided for by the Settlement are fair and
13 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts be made to
14 the Participating Class Members and Aggrieved Employees in accordance with the Settlement Agreement.

15 11. The Court finds and determines that the fees and expenses in administering the Settlement
16 incurred by Atticus Administration, LLC (“Atticus”) in the amount of \$82,000.00 are fair and reasonable.
17 The Court hereby grants final approval of, and orders the payment of, that amount in accordance with the
18 Settlement Agreement.

19 12. The Court finds and determines the Class Representative Service Payment of \$10,000.00 each
20 to Plaintiffs Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, Carlos Silva, and Ddilon
21 Cabezas is fair and reasonable. The Court hereby orders the Administrator to make these payments to
22 Plaintiffs Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, Carlos Silva, and Ddilon
23 Cabezas, in accordance with the terms of the Settlement Agreement.

24 13. The Court orders the payment of PAGA penalties in the amount of \$150,000.00 to the
25 California Labor and Workforce Development Agency (“LWDA”) representing the LWDA’s 75% share of
26 the \$200,000.00 allocated to the PAGA claim. The Court also orders the payment of PAGA penalties in the
27 amount of \$50,000.00 to the Aggrieved Employees in accordance with the Settlement Agreement.

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1 14. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees of \$1,729,445.63 and
3 litigation costs of \$188,596.76. The Court finds such amounts to be fair and reasonable. The Court hereby
4 orders the Administrator to make these payments in accordance with the terms of the Settlement Agreement.

5 15. The Gross Settlement Amount of \$5,188,336.88 includes: (a) attorneys' fees of
6 \$1,729,445.63; (b) Class Counsels' litigation expenses of \$188,596.76; (c) service payments to Plaintiffs of
7 \$10,000 each (\$60,000 in total); (d) PAGA Penalties in the amount of \$200,000, of which \$150,000 (75%)
8 shall be paid to the LWDA, and \$50,000 (25%) shall be allocated to the Individual PAGA Payments; and (e)
9 Administrator Expenses not to exceed \$82,000. The Net Settlement Amount is \$2,978,294.49, which will be
10 distributed to participating Class Members and Aggrieved Employees per the terms of the Settlement
11 Agreement.

12 16. The Settlement is not an admission of liability by Defendant United Parcel Service, Inc., or
13 any of its former and present directors, officers, shareholders, employees, owners, attorneys, insurers,
14 predecessors, successors, assigns, subsidiaries, and affiliates, ("Released Parties"), nor is this Judgment a
15 finding of the validity of any claims in the Actions or of any wrongdoing by Defendant or any of the other
16 Released Parties. Neither this Judgment, the Settlement, nor any document referred to herein, nor any action
17 taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against
18 Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering
19 into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall not in any
20 event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or
21 defenses by Defendant or any of the other Released Parties and shall not be offered in evidence against
22 Defendant or any of the Released Parties in any action or proceeding in any court, administrative agency or
23 other tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment, the
24 Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Released
25 Parties may file in the Action or in any other proceeding this Judgment, the Settlement, or any other papers
26 and records on file in the Action as evidence of the Settlement and to support a defense of res judicata,
27 collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense as
28 to the released claims.

1 17. Upon Final Approval of the Settlement or as indicated otherwise below, Plaintiffs,
2 Participating Class Members and Aggrieved Employees shall be bound by the following releases:

3 a. Each Named Plaintiff’s Release. Each Named Plaintiff and his or her respective
4 former and present spouses, representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns generally, release and discharge Released Parties of any and
6 all known and unknown claims against the Released Parties (“Named Plaintiff’s
7 Release”). Named Plaintiffs understand and agree that this release includes a good-
8 faith compromise of disputed wage claims. Each Named Plaintiff’s Release does not
9 extend to any claims or actions to enforce this Agreement, or to any claims for vested
10 benefits, unemployment benefits, disability benefits, social security benefits, workers’
11 compensation benefits that arose at any time, or based on occurrences outside the Class
12 Period. Each Named Plaintiff acknowledges that each Named Plaintiff may discover
13 facts or law different from, or in addition to, the facts or law that each Named Plaintiff
14 now knows or believes to be true but agrees, nonetheless, that each Named Plaintiff’s
15 Release shall be and remain effective in all respects, notwithstanding such different or
16 additional facts or each Named Plaintiff’s discovery of them.

17
18 i. Each Named Plaintiff’s Waiver of Rights Under California Civil Code Section
19 1542. For purposes of each Plaintiff’s Release, each Plaintiff expressly waives
20 and relinquishes the provisions, rights, and benefits, if any, of section 1542 of
21 the California Civil Code, which reads:

22 A general release does not extend to claims that the creditor or releasing party
23 does not know or suspect to exist in his or her favor at the time of executing
24 the release, and that if known by him or her would have materially affected his
25 or her settlement with the debtor or Released Party.

26 b. Release by Participating Class Members: Upon funding of Gross Settlement Amount
27 as set forth in Section 4.3 of this Agreement, all Participating Class Members, on
28 behalf of themselves and their respective former and present representatives, agents,
attorneys, heirs, administrators, successors, and assigns, release Released Parties from
all claims during Class Period I and Class Period II that were alleged, or reasonably
could have been alleged, based on the facts stated in the Operative Complaint. This

1 includes, but is not limited to, claims for statutory, constitutional, contractual or
2 common law claims for wages, damages, unpaid costs or expenses, penalties,
3 liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,
4 restitution, or equitable relief for violations of the California Labor Code, California
5 Industrial Welfare Commission Wage Orders, and California Business and
6 Professions Code § 17200, *et seq.* for the following categories of allegations, to the
7 fullest extent such claims are releasable by law: all claims for failure to pay minimum
8 wage (including but not limited to on premises time); all claims for the alleged failure
9 to indemnify and/or reimburse employees for any business expenses; any and all
10 claims for recordkeeping or pay stub violations; all claims for timely payment of
11 wages and associated penalties; and/or all statutory penalties. Except as set forth in
12 Section 5.3 of this Agreement, Participating Class Members do not release any other
13 claims, including claims for vested benefits, wrongful termination, violation of the
14 Fair Employment and Housing Act, unemployment insurance, disability, social
15 security, workers' compensation, or claims based on facts occurring outside Class
16 Periods I and II. The Participating Class Members understand and agree that this
17 release includes a good-faith compromise of disputed wage claims.

18 c. Release by Aggrieved Employees: In consideration of the payment of PAGA
19 Penalties, Plaintiffs, on behalf of the State of California, the LWDA, and the
20 Aggrieved Employees, release and discharge the Released Parties of any and all claims
21 for civil penalties during PAGA Period I and PAGA Period II that were alleged, or
22 that reasonably could have been alleged based on the facts asserted, in the Operative
23 Complaint and/or PAGA Notices including any and all claims for failure to pay
24 minimum wage (including but not limited to on premises time); all claims for the
25 alleged failure to indemnify and/or reimburse employees for any business expenses;
26 any and all claims for recordkeeping or pay stub violations; all claims for timely
27 payment of wages. In addition, all Aggrieved Employees (which includes all
28 Participating Class Members and all Non-Participating Class Members who are

1 Aggrieved Employees) are deemed to release, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators,
3 successors, and assigns, the Released Parties from all claims for civil penalties during
4 PAGA Period I and PAGA Period II that (i) were alleged, or that reasonably could
5 have been alleged based on the facts asserted, in the Operative Complaint and/or
6 PAGA Notices, including any and all claims for failure to pay minimum wage
7 (including but not limited to on premises time); all claims for the alleged failure to
8 indemnify and/or reimburse employees for any business expenses; any and all claims
9 for recordkeeping or pay stub violations; and all claims for timely payment of wages.

10 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the
11 Settlement Agreement or under this Order, including the requirement that Defendant make payments to the
12 Participating Class Members and Aggrieved Employees in accordance with the Settlement.

13 19. The Court hereby enters final judgment in accordance with the terms of the Settlement
14 Agreement, the Court's Preliminary Approval Order, and this Order.

15 20. Judgment is hereby entered and shall constitute a judgment for purposes of California Rules
16 of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this Order, judgment shall be
17 entered within the meaning and for purposes of Code of Civil Procedure sections 577 and 904.1(a), and the
18 Plaintiffs/Class Representatives, Participating Class Members and Aggrieved Employees shall take nothing
19 from Released Parties except as expressly set forth in the Settlement Agreement and this Order.

20 21. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this
21 Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

22 22. Pursuant to Labor Code section 2699(1)(3), Plaintiffs shall submit a copy of this Order and
23 Judgment to the California Labor and Workforce Development Agency within 10 days after entry of the
24 Order and Judgment.

25 23. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice to the Class
26 Members with the posting of this Order and Judgment on the Settlement Administrator's website.

27 24. The Court sets a Non-Appearance Case Review for July 24, 2025 at 4:00 p.m. A Joint Status
28 Report and Administrator's Declaration advising the Court of the status of the distribution of settlement

1 funds shall be filed with the Court no later than three days in advance.

2 IT IS SO ORDERED.



Stuart M. Rice

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4 Date: R 11 2023

Stuart M. Rice / Judge
The Honorable Stuart M. Rice
JUDGE OF THE SUPERIOR COURT

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