

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Vladimir J. Kozina (SBN: 284645) FIRM NAME: Mayall Hurley, P.C. STREET ADDRESS: 112 South Church Street CITY: Lodi STATE: CA ZIP CODE: 95240 TELEPHONE NO.: (209) 477-3833 FAX NO.: E-MAIL ADDRESS: vjkozina@mayallaw.com ATTORNEY FOR (name): Plaintiffs	FOR COURT USE ONLY CASE NUMBER: 23CV416653
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Civil	
PLAINTIFF/PETITIONER: Oscar Perez DEFENDANT/RESPONDENT: DGA Services, Inc., et al. OTHER:	JUDICIAL OFFICER: Judge Theodore C. Zayner
PROPOSED ORDER (COVER SHEET)	DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Vladimir J. Kozina, on behalf of Plaintiffs
2. Title of the proposed order:
[Proposed] Order Granting Final Approval of Class Action and PAGA Settlement and Judgment
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval
 - b. Date and time: August 6, 2025 at 1:30 p.m.
 - c. Place: Santa Clara County Superior Court, 191 N. First St., San Jose, CA 95113, Dept. 19
4. The proposed order was served on the other parties in the case.

Vladimir J. Kozina

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Perez v. DGA Services, Inc., et al.

CASE NUMBER:

23CV416653

PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

Mayall Hurley, P.C., 112 South Church Street, Lodi, CA 95240

b. My electronic service address is (*specify*): jzeyen@mayallaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Chris C. Scheithauer, attorney for DGA Services, Inc.

b. To (*electronic service address of person served*): cscheithauer@calljensen.com

c. On (*date*): 8/7/25

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 7, 2025

Julie Zeyen

(TYPE OR PRINT NAME OF DECLARANT)



Julie Zeyen
(SIGNATURE OF DECLARANT)

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23CV416653
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Attorneys for Plaintiffs Oscar Perez and Yuri Landaverde

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

OSCAR PEREZ,

Plaintiff,

vs.

**DGA SERVICES, INC. DBA JIT
TRANSPORTATION, a corporation, and
DOES 1-100, inclusive,**

Defendants.

Case No.: 23CV416653

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

**Date: August 6, 2025
Time: 1:30 pm
Department: 19**

Plaintiffs' Oscar Perez and Yuri Landaverde's ("Plaintiffs") Unopposed Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final Approval") and Motion for Attorneys' Fees, Costs, and Plaintiffs' Service Payments ("Fee Motion") came on regularly for hearing on August 6, 2025, at 1:30 p.m. in Department 19 of the above-entitled Court. Appearances are reflected in the Court's record. The Court now rules as follows:

I. Introduction

This is a class and representative action arising from alleged violations of wage and hour laws. On May 25, 2023, plaintiff Oscar Perez ("Perez") filed a Class Action Complaint against defendant DGA Services, Inc. dba JIT Transportation ("Defendant"), alleging causes of action for: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Breaks;

1 (4) Failure to Provide Rest Breaks; (5) Failure to Pay All Wages Due and Owing at End of
2 Employment; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Unlawful Business
3 Practices.

4 On July 31, 2023, Perez filed a First Amended Class and Representative Action Complaint,
5 which added an eighth cause of action under the Private Attorneys General Act (“PAGA”).

6 On May 1, 2024, Perez and plaintiff Yari Landaverde (“Landaverde”) (collectively,
7 “Plaintiffs”) filed the operative Second Amended Class and Representative Action Complaint, which
8 sets forth the following causes of action: (1) Failure to Pay Minimum Wage; (2) Failure to Pay
9 Overtime; (3) Failure to Provide Meal Breaks; (4) Failure to Provide Rest Breaks; (5) Failure to Pay
10 All Wages Due and Owing at End of Employment; (6) Failure to Provide Accurate Itemized Wage
11 Statements; (7) Unlawful Business Practices; and (8) Private Attorneys General Act.

12 The parties have reached a settlement. On February 6, 2025, the Court issued an order
13 granting Plaintiffs’ motion for preliminary approval of the settlement. Now before the Court is
14 Plaintiffs’ unopposed motion for final approval of the settlement.

15 **II. Legal Standard**

16 **A. Class Action**

17 Generally, “questions whether a [class action] settlement was fair and reasonable, whether
18 notice to the class was adequate, whether certification of the class was proper, and whether the
19 attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba*
20 *v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), disapproved of on other
21 grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

22 In determining whether a class settlement is fair, adequate and reasonable, the trial
23 court should consider relevant factors, such as the strength of plaintiffs’ case, the
24 risk, expense, complexity and likely duration of further litigation, the risk of
25 maintaining class action status through trial, the amount offered in settlement, the
26 extent of discovery completed and the stage of the proceedings, the experience and
views of counsel, the presence of a governmental participant, and the reaction of the
class members to the proposed settlement.

27 (*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)
28

1 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
2 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168
3 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of
4 factors depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.)
5 The trial court must examine the “proposed settlement agreement to the extent necessary to reach a
6 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
7 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and
8 adequate to all concerned.” (*Ibid.*, citation and internal quotation marks omitted.)

9 The burden is on the proponent of the settlement to show that it is fair and reasonable.
10 However “a presumption of fairness exists where: (1) the settlement is reached through
11 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel
12 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)
the percentage of objectors is small.”

13 (*Wershba, supra*, 91 Cal.App.4th at p.245, citation omitted.)

14 **B. PAGA**

15 Labor Code section 2699, subdivision (s)(2) provides that “[t]he superior court shall review
16 and approve any settlement of any civil action filed pursuant to” PAGA. The court’s review
17 “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior Court*
18 (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the
19 Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for
20 the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348,
21 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)
22 Like its review of class action settlements, the Court must “determine independently whether a
23 PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA in the
24 enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It
25 must make this assessment “in view of PAGA’s purposes to remediate present labor law violations,
26 deter future ones, and to maximize enforcement of state labor laws.” (*Id.* at p. 77; see also *Haralson*
27 *v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 [“when a PAGA claim is
28 settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with

1 the underlying purpose of the statute to benefit the public”], quoting LWDA guidance discussed
2 in *O’Connor v. Uber Technologies, Inc.*(N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)
3 The settlement must be reasonable considering the potential verdict value. (See *O’Connor, supra*,
4 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But
5 a permissible settlement may be substantially discounted, given that courts often exercise their
6 discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at
7 trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016
8 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

9 **III. Terms and Administration of Settlement**

10 The proposed settlement provides that this action has been settled on behalf of the following
11 class:

12 all current and former Truck Drivers who worked for Defendant from May 25, 2019,
13 through the date of execution of this Agreement [(i.e., April 17, 2024)] who have not
14 previously released their claims against Defendant and/or accepted payments in exchange
for release of their claims against Defendant.

15 The settlement also provides that the action has been settled on behalf of the following
16 aggrieved employees: “any Truck Drivers employed by Defendant in California who worked for
17 Defendant during the PAGA Period.” The “PAGA Period” is defined as the period of time from May
18 27, 2022, to the date of execution of the agreement (i.e., April 17, 2024).

19 Defendant will pay a non-reversionary, gross settlement amount of \$55,000. The gross
20 settlement amount includes attorney fees of \$11,000 (20 percent of the gross settlement amount),
21 litigation costs not to exceed \$16,000, a service award in the total amount of \$3,000 (\$2,000 for
22 Perez and \$1,000 for Landaverde), settlement administration costs not to exceed \$5,500, and a
23 PAGA allocation of \$1,000 (75 percent of which will be paid to the LWDA and 25 percent of which
24 will be paid to Aggrieved Employees).

25 The net settlement amount will be distributed to the class members on a pro rata basis based
26 on the number of workweeks worked during the Class Period. Similarly, Aggrieved Employees will
27 receive a pro rata share of the 25 percent portion of the PAGA payment allocated to them based on
28 the number of workweeks worked during the PAGA Period.

1 In exchange for the settlement, class members agree to release Defendant, and related
2 persons and entities, from “all claims that were alleged, or reasonably could have been alleged,
3 based on the Class Period facts stated in the Operative Complaint [...]” Aggrieved Employees agree
4 to release Defendant, and related persons and entities, from “all claims for PAGA penalties that were
5 alleged, or reasonably could have been alleged, based on the PAGA Period acts stated in the
6 Operative Complaint, and PAGA Notices.”

7 In its order granting preliminary approval, the Court approved Atticus as settlement
8 administrator. On February 13, 2025, Defendant delivered class data to Atticus. (Declaration of Bryn
9 Bridley (“Bridely Decl.”), ¶ 4.) On February 24, 2025, Atticus mailed class notices to 126 class
10 members and aggrieved employees. (*Id.* at ¶ 6.) The deadline to submit a written objection, submit a
11 workweek dispute, or opt out of the settlement was April 10, 2025. As of June 27, 2025, Atticus has
12 not received any written objections, workweek disputes, or opt-out requests. (*Id.* at ¶ 9.) Atticus
13 estimates the average settlement share will be approximately \$264.29. (*Id.* at ¶ 13.) The notice
14 process has now been completed.

15 At preliminary approval, the court found the settlement to be fair and reasonable. Given that
16 there are no objections, it finds no reason to deviate from that finding now. Accordingly, the court
17 finds that the settlement is fair and reasonable for purposes of final approval.

18 **IV. Enhancement Awards, Attorney Fees and Costs**

19 Plaintiffs seek service payments of \$3,000 total.

20 The rationale for making enhancement or incentive awards to named plaintiffs is that
21 they should be compensated for the expense or risk they have incurred in conferring a
22 benefit on other members of the class. An incentive award is appropriate if it is
23 necessary to induce an individual to participate in the suit. Criteria courts may consider
24 in determining whether to make an incentive award include: 1) the risk to the class
25 representative in commencing suit, both financial and otherwise; 2) the notoriety and
26 personal difficulties encountered by the class representative; 3) the amount of time and
27 effort spent by the class representative; 4) the duration of the litigation and; 5) the
28 personal benefit (or lack thereof) enjoyed by the class representative as a result of the
litigation. These “incentive awards” to class representatives must not be
disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation
and citations omitted.)

1 Plaintiffs have submitted declarations describing their participation in this case. The court
2 finds that service awards are justified, and the amounts requested are reasonable. Therefore, the
3 service awards are approved in the amounts requested.

4 Plaintiffs' counsel seeks an attorney fee award of \$11,000(20percent of the gross settlement
5 amount). (Motion, pp.16; Declaration of Vladimir J. Kozina, ¶¶55 -56.) Plaintiffs' counsel submits
6 that the lodestar of fees incurred in this action is \$192,970.50based on a total of219.95hours billed at
7 rates ranging from \$150-\$878per hour. (Kozina Decl., ¶62.) This results in a negative multiplier,
8 suggesting the requested fee award is reasonable based on the range of multipliers that courts
9 typically approve. (See *Wershba*, supra, 91 Cal.App.4th at p. 255 [“[m]ultipliers can range from 2 to
10 4 or even higher”]; *Vizcaino v. Microsoft Corp.*(9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating
11 that multipliers ranging from one to four are typical in common fund cases].)

12 The benefits achieved by the settlement justify an award of attorney fees to class counsel.
13 The Court finds that the requested attorney fee award is reasonable as a percentage of the common
14 fund and approves an attorney fee award in the requested amount.

15 Plaintiffs' counsel requests reimbursement of litigation costs in the amount of \$15,961,70
16 and presents an itemized list supporting that figure. (Kozina Decl., ¶66 and Ex. 4.) The Court finds
17 the cost reimbursement request to be reasonable and therefore approves an award of litigation costs
18 in the requested amount. The settlement administration costs are also approved in the requested
19 amount of \$5,500. (See Bridley Decl., ¶14.)

20 **V. Conclusion**

21 The motion for final approval of the settlement is GRANTED.

22 Compliance hearing is set for April 1, 2026, at 2:30 p.m. in Department 19.

23 Judgment is hereby entered consistent with the terms of this Order.

24 IT IS SO ORDERED, ADJUDICATED, AND DECREED.

25 Dated: September 2, 2025
26 _____

27 
28 _____
SUPERIOR COURT JUDGE