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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 03 2022

BY   
JESSICA MORALES, DEPUTY

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19 Attorneys for PLAINTIFFS MICHAEL HOOKER and EDUARDO CORDERO,  
20 on behalf of themselves and others similarly situated.

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **FOR THE COUNTY OF SAN BERNARDINO**

23 MICHAEL HOOKER, on behalf of himself and  
24 others similarly situated,

25 Plaintiff,

26 vs.

27 EXEL INC. DBA DHL SUPPLY CHAIN;  
28 EXEL INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: CIVDS2023046

**CLASS ACTION**

*[Assigned for all purposes to the Honorable  
David Cohn, Dept. S-26]*

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Hearing Information:**

Date: October 3, 2022

Time: 10:00 a.m.

Dept: S26



**[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

1           Plaintiffs Michael Hooker and Eduardo Cordero ("Plaintiffs") Motion for Final Approval of  
2           Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant Exel,  
3           Inc. ("Defendant") came before this Court on October 3, 2022 at 10:00 a.m. in Department S26 of  
4           San Bernardino County Superior Court, located at 247 West Third St., San Bernardino, California  
5           92415. Having received and considered the amended Joint Stipulation of Settlement and Release  
6           ("Settlement"), Plaintiffs' Motion for Final Approval of Class Action Settlement, the supporting  
7           papers filed by the Parties, the declaration of Lindsay Kline on behalf of Simpluris, Inc. and the  
8           evidence and argument received by the Court in conjunction with the Motion for Preliminary  
9           Approval of Class Action Settlement and Documents thereto, the Court grants final approval of the  
10          Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

11           1.       This Court has jurisdiction over the subject matter of the action and over the Parties,  
12          including all members of the settlement class.

13           2.       The Court finds that the Class (defined below) is properly certified as a class for  
14          settlement purposes only:

15                   all former non-exempt employees employed by Defendant who did not  
16                   enter into an arbitration agreement and worked in California during the  
17                   Class Period and whose claims are not entirely extinguished by *Chacon*  
18                   v. *Exel Inc.*, San Bernardino County Superior Court Case No.  
19                   CIVDS1721284.

20           3.       The Court appoints Plaintiffs Michael Hooker and Eduardo Cordero as Class  
21          Representatives for settlement purposes only.

22           4.       The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., Melissa A.  
23          Huether, Esq., and Courtney M. Miller, Esq. of Lavi & Ebrahimian, LLP and Sahag Majarian II of  
24          the Law Offices of Sahag Majarian II as Class Counsel for settlement purposes only.

25           5.       The notice provided to the class members conforms with the requirements of  
26          California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
27          of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
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1 law, and constitutes the best notice practicable under the circumstances, by providing individual  
2 notice to all class members who could be identified through reasonable effort, and by providing due  
3 and adequate notice of the proceedings and of the matters set forth therein to the other class members.

4 The notice fully satisfied the requirements of due process.

5 6. The Court finds the settlement was entered into in good faith, that the settlement is  
6 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
7 requirements for final approval of this class action settlement under California law, including the  
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant or by any other released  
11 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant  
12 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,  
13 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission  
14 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or  
15 any of the other released parties.

16 8. No Settlement Class Members have objected to the terms of the Settlement.

17 9. One (1) Settlement Class Member has requested exclusion from the Settlement.

18 10. Within twenty-one (21) calendar days following the date on which the Court grants  
19 Final Approval of the Settlement, Defendant shall provide the Settlement Amount and an amount  
20 sufficient to pay the employer's share of payroll taxes to the Settlement Administrator. Within thirty  
21 (30) calendar days after Defendant funds the Settlement Amount, the Settlement Administrator will  
22 pay (a) to participating Settlement Class Members, their Individual Settlement Payments and to  
23 PAGA Employees, their Individual PAGA Payments; (b) to each Plaintiff, their Enhancement  
24 Payment, as approved by the Court; (c) to Class Counsel, their Attorneys' Fees and Litigation Costs,  
25 as approved by the Court; (d) to the Settlement Administrator, the Settlement Administration Costs,  
26 as approved by the Court; and (e) to the LWDA, the LWDA Payment.

1           11. In addition to any recovery that Plaintiffs may receive under the Settlement, and in  
2 recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the  
3 payment from the Settlement Amount of an Enhancement Payment to Plaintiff Hooker in the amount  
4 of Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00), and an Enhancement Payment  
5 to Plaintiff Cordero in the amount of One Thousand Dollars and Zero Cents (\$1,000.00).

6           12. The Court approves the payment from the Settlement Amount of attorneys' fees to  
7 Class Counsel in the sum of One Hundred Thirty-Three Thousand Three Hundred Twenty Dollars  
8 and Zero Cents (\$133,320.00), and the reimbursement of litigation expenses in the sum of Ten  
9 Thousand Dollars and Zero Cents (\$10,000.00). Both are reasonable amounts. The reasonableness of  
10 the fee award is determined based on a reasonable percentage of a common fund obtained for the  
11 class. The court also has considered the lodestar amount. Awarding fees on a percentage basis  
12 encourages efficient litigation practices and reflects the actual benefit obtained for the class.

13           13. The Court approves and orders payment from the Settlement Amount in the amount  
14 of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) to Simpluris, Inc. for performance  
15 of settlement administration services.

16           14. The Court approves and orders payment from the Settlement Amount in the amount  
17 of Five Thousand Dollars and Zero Cents (\$5,000.00) attributed to the resolution of and in connection  
18 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,  
19 "PAGA") claims ("PAGA Settlement Amount"). The amount of Three Thousand Seven Hundred  
20 Fifty Dollars and Zero Cents (\$3,750.00) is to be paid to the California Labor and Workforce  
21 Development Agency ("LWDA"). The amount of One Thousand Two Hundred Fifty Dollars and No  
22 Cents (\$1,250.00) shall be distributed to PAGA Employees who worked during the Settlement Period.

23           15. Settlement checks issued to participating Settlement Class Members and/or PAGA  
24 Employees remaining uncashed after one hundred and eighty (180) days from the date of issuance of  
25 the check will be voided. All funds from uncashed checks shall be distributed to the California State  
26 Controller's Office, Unclaimed Property Division in the name of the participating Settlement Class  
27 Members who failed to cash their check.

1           16.     Upon the Date of Final Approval and full funding of the Settlement Amount, for the  
2 Settlement Period and the PAGA Period, Named Plaintiffs and all members of the Settlement Class,  
3 except those that make a valid and timely request to be excluded from the Settlement Class and  
4 Resolution, waive, release, discharge, and promise never to assert in any forum any and all wage-  
5 related claims against Defendant, its respective subsidiaries, affiliates, predecessors or successors in  
6 interest, or the officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, re-  
7 insurers, of any of them, that were alleged in the Litigation or which could have been alleged in the  
8 Litigation based on the facts alleged, including: 1) failure to pay wages at minimum wage; 2) failure  
9 to pay overtime and double time wages, including failure to pay overtime and double time wages at  
10 the proper regular rate; 3) failure to authorize or permit meal periods, pay meal period premiums,  
11 and/or pay meal period premiums at the proper regular rate; 4) failure to authorize or permit rest  
12 periods, pay rest period premiums, and/or pay rest period premiums at the proper regular rate; 5)  
13 failure to timely pay wages during employment; 6) failure to provide complete and accurate wage  
14 statements; 7) failure to timely pay all wages due at time of separation of employment; 8) violation  
15 of Business & Professions Code § 17200, et seq.; 9) civil penalties pursuant to the PAGA based on  
16 the claims described in (1) through (8) above; and 10) any other applicable provisions of state or  
17 federal law, including the applicable IWC wage orders, based on the facts alleged in the Litigation

18           17.     This Court shall retain jurisdiction with respect to all matters related to the  
19 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
20 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
21 settlement and the determination of all controversies relating thereto.

22           18.     The settlement administrator shall file a final report by \_\_\_\_\_  
23 indicating the disbursements were made pursuant to the settlement.

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1 19. A status conference regarding distribution of the settlement funds is set for  
2 10-3-23 at 9:00 a.m. p.m. in Department S26 of the above-  
3 captioned Court.

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5 **IT IS SO ORDERED.**

6 Dated: 10/3/22



Hon. David S. Cohn  
Judge of the Superior Court

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