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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN JOAQUIN

12 TIMOTHY MCMHELK, on behalf of himself
13 and all others similarly situated.

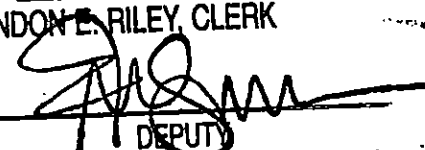
14 Plaintiff,

15 v.

16 EXEL INC. dba DHL SUPPLY CHAIN, a
Ohio Corporation; KELLY SERVICES USA,
17 LLC, a Michigan Limited Liability Company;
and DOES 1 through 50, inclusive;

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19 Defendants.
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EMG
FEB 10 2022
Filed
BRANDON E. RILEY, CLERK

By  DEPUTY

CASE NO.: STK-CV-UOE-2020-9669

Assigned to the Hon. Jayne Lee

~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT

HEARING INFO

Date: February 10, 2022
Time: 9:00 a.m.
Dept.: 10C

Complaint Filed: November 18, 2020
FAC Filed: March 8, 2021
SAC Filed: TBD
Trial Date: None Set

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT

BY FAX

~~PROPOSED~~ ⁹ ORDER

Having considered the Parties' submissions, and all legal authorities and documents submitted in support thereof, including the Settlement Agreement and Release of PAGA Claims (the "Settlement Agreement" and/or the "Settlement") submitted in support of Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement Pursuant to the Private Attorney General Act of 2004 ("Plaintiff's Motion") as Exhibit "A" to the Declaration of Joshua Falakassa, and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiff's Motion is **GRANTED**, subject to the following findings and orders:

a) All terms used herein shall have the same meaning as defined in the Settlement Agreement.

b) The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

c) The Settlement Agreement is not an admission by defendants Exel Inc. dba DHL Supply Chain's and Kelly Services USA, LLC (collectively "Defendants"), nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither is this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against the Defendant.

d) The Defendants shall pay the Aggrieved Employees pursuant to the procedure described in the Settlement Agreement.

1 e) The Court hereby confirms Joshua Falakassa, Esq. of Falakassa Law, P.C. and
2 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. as Plaintiff's Counsel.

3 f) The Court hereby awards a Fee Amount (attorneys' fees) not to exceed one-third of
4 the Settlement Sum, which is \$57,425 in attorneys' fees and \$6,813.80 for reasonable litigation
5 costs (collectively "Plaintiff's Counsel's Payment"). The Court finds that Plaintiff's Counsel's
6 Payment is reasonable in light of the relevant factors under California law and in light of the
7 Settlement reached. The payment of the Fee Amount and the Cost Amount to Plaintiff's Counsel
8 shall be made in accordance with the terms of the Settlement.

9 h) The Defendants shall have no further liability for costs, expenses, interest, attorneys'
10 fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

11 i) The Court further orders adjudges and decrees that the Aggrieved Employees (as
12 defined in the Settlement Agreement) fully releases and discharges Defendants, along with the
13 Released Parties, of the representative claims for civil penalties pursuant to the terms set forth in the
14 Settlement Agreement.

15 IT IS SO ORDERED.

16 DATED: 2/10/22


HON. JAYNE LEE
JUDGE OF THE SUPERIOR COURT