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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DIANA FOY; RAYMOND YBARRA; and
RAYMOND HARRIS; individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

EXEL INC., dba DHL SUPPLY CHAIN; and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. BCV-20-102463

*[Case assigned for all purposes to the Hon.
Bernard C. Barmann, Jr., Dept. 10]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT
AWARDS**

Date: March 24, 2022
Time: 8:30 a.m.
Dept: 10

Action Filed: October 21, 2020
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Diana Foy, Raymond Ybarra, and Raymond Harris (“Plaintiffs”)
3 for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable
4 Attorneys’ Fees and Costs, and Enhancement Awards came on regularly for hearing before this
5 Court on March 24, 2022 at 8:30 a.m. Having considered the Settlement Agreement entered into
6 between Plaintiffs and Defendant Exel, Inc. dba DHL Supply Chain (“Defendant”) and the
7 documents and evidence presented in support thereof, and recognizing the disputed issues
8 involved in this case, the risks of further prosecution, the benefits to be received by the State of
9 California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
10 makes a final ruling pursuant to Labor Code section 2699(I) that the proposed Settlement
11 Agreement is fair, reasonable, and adequate, and is the product of good faith, arms’-length
12 negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS
13 Plaintiffs’ Motion for Settlement Approval of Claims Brought under the Private Attorneys
14 General Act, Reasonable Attorneys’ Fees and Costs, and Enhancement Awards, and HEREBY
15 ORDERS as follows:

16 1. The “Aggrieved Employees” shall be defined as:

17 All current and former non-exempt employees of Defendant Exel Inc. dba DHL
18 Supply Chain who worked in the State of California at any time between October
19 21, 2019 to August 15, 2021.

20 2. The “PAGA Period” means the time period from October 21, 2019 to August 15,
21 2021.

22 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
23 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
24 according to its terms.

25 4. The Court orders that Defendant shall pay the Gross Settlement Amount of
26 \$1,895,000 to the Settlement Administrator within forty-five (45) calendar days of the date this
27 Order is signed, as provided for in the Settlement Agreement.

28 5. The Court hereby approves, as to form and content, the Notice of PAGA
Settlement and Release of Claims, attached as Exhibit A to the parties’ Settlement Agreement,

1 which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and
2 Spanish along with the Individual Settlement Payments.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within ten (10) business days of the date this Order is signed, Defendant shall
6 provide the Settlement Administrator with a list containing the Aggrieved Employees' full name,
7 last known mailing address, last known telephone number, pay period information, and Social
8 Security numbers.

9 8. The Settlement Administrator is directed to mail the Individual Settlement
10 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
11 Release of Claims to the Aggrieved Employees within the time limits specified in the Settlement
12 Agreement.

13 9. The Court finds that attorneys' fees in the amount of \$631,666.66 for Plaintiffs'
14 Counsel, and reimbursement of litigation costs of \$13,316.32 to Plaintiffs' Counsel are fair,
15 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
16 to Plaintiffs' Counsel as provided for in the Settlement Agreement.

17 10. The Court orders that the Settlement Administrator shall be paid \$12,250.00 for
18 all of its work done and to be done until the completion of this matter, and finds that sum
19 appropriate.
20

21 11. The Court finds that enhancement awards of \$5,000.00 each to Plaintiffs are fair
22 and reasonable in recognition of the contributions Plaintiffs have made and the risks they
23 undertook on behalf of the Aggrieved Employees and the State of California, and orders that the
24 Settlement Administrator distribute these payments to Plaintiffs as provided for in the Settlement
25 Agreement.

26 12. The Court finds that the payment to the State of California Labor and Workforce
27 Development Agency ("LWDA") in the amount of \$917,075.26 (representing 75% of the PAGA
28 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,

1 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
2 the Settlement Agreement.

3 13. The court approves the limited scope of the PAGA Released Claims contained in
4 the Settlement Agreement. Following entry of this Final Judgment and Order, all Aggrieved
5 Employees will release Defendant from any and all claims asserted in the Action under PAGA,
6 or that could have been asserted in the Action under PAGA based on the facts alleged, including
7 but not limited to any and all claims for PAGA penalties for violations of the California Labor
8 Code governing: failure to pay minimum wages, failure to pay overtime wages, failure to provide
9 meal periods or compensate an additional hour of pay for missed or improper meal periods, failure
10 to permit rest breaks or compensate an additional hour of pay for missed or improper rest periods,
11 failure to provide accurate itemized wage statements, failure to pay all wages due upon separation
12 of employment, failure to keep accurate and complete time and payroll records for employees,
13 failure to timely pay wages during employment, failure to pay rest periods at the proper rate and
14 failure to comply with Labor Code Section 226.2 ("PAGA Released Claims").
15

16 14. Upon entry of this Final Judgment and Order, Plaintiffs and the Aggrieved
17 Employees will release any and all PAGA Released Claims against Defendant, and will be forever
18 barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA
19 Period against Defendant. Without affecting the finality of this Final Judgment and Order in any
20 way, the Court retains jurisdiction under California Code of Civil Procedure section 664.6 to
21 enforce the terms of the Settlement Agreement.

22 **IT IS SO ORDERED.**

23
24 Dated: _____, 2022

25 Honorable Bernard C. Barmann, Jr.
26 Judge of the Superior Court
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