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(Counsel listed on next page)

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 05 2024

By [Signature] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

Maria Sanchez, an individual, on behalf of
herself, all aggrieved employees, and the
State of California as a Private Attorneys
General,

Plaintiffs,

vs.

DSV Solutions, a South Carolina Limited
Liability Company, and DOES 1-50,
inclusive,

Defendants.

Case No. CIVSB2127568

~~[PROPOSED]~~ ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT

Date: September 5, 2024
Time: 8:30 a.m.
Dept: S26

FILED BY FAX

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9 Maria Sanchez and Imelda Murray, on behalf of
themselves, all aggrieved employees, and the State
10 of California as a Private Attorneys General*

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17 *Attorneys for Defendant,*
18 *DSI Solutions LLC*

1 On September 5, 2024, a hearing was held on the joint motion of Plaintiffs Maria Sanchez
2 and Imelda Murray ("Plaintiffs") and Defendant DSV Solutions LLC ("DSV") (collectively, the
3 "Parties") for approval of a settlement agreement pursuant to the Labor Code Private Attorneys
4 General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 *et seq.* Nazo Koulloukian of Koul Law
5 Firm appeared for Plaintiff, and Daniel Chammas of Ford & Harrison LLP appeared for DSV. The
6 Court having considered all papers filed and proceedings herein and otherwise being fully
7 informed, and having made this Judgment which constitutes a final adjudication of this matter on
8 the merits, and good cause appearing.

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the Settlement Agreement (the "Settlement") executed between
12 the Parties on or around July 22, 2024.

13 2. The Labor Workforce and Development Agency ("LWDA") has been given notice
14 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
15 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiffs
16 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
17 finds and determines that Plaintiffs' notice of the Settlement complied with the statutory
18 requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the following group of
20 individuals, collectively referred to as the "Settlement Group Members":

21 All California non-exempt hourly employees who worked for DSV
22 at any time from June 30, 2020, through the date of the approval
order and final judgment (the "PAGA Period").

23 4. This Court has jurisdiction over the subject matter of this litigation, over all
24 Settlement Group Members, and over those persons and entities undertaking affirmative
25 obligations under the Settlement.

26 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
27 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
28

1 6. The Court approves the Notice of Settlement (Exhibit B to the Settlement
2 Agreement) to be mailed to Settlement Group Members.

3 7. The Court finds that each Settlement Group Member, in accordance with the
4 Settlement, releases the following "Released PAGA Claims" against DSV and the other Released
5 Parties, as defined by the Settlement Agreement.

6 Any and all claims under PAGA for civil penalties against DSV and
7 the other Released Parties that arise out of or reasonably relate to the
8 allegations asserted in the Operative Complaint and the LWDA
9 Notice pursuant to PAGA that, during the PAGA Period, DSV is
10 liable for: (1) failing to pay for all hours worked, including overtime
11 hours worked (Cal. Labor Code §§212, 213, 218, 510, 558, 1194,
12 1197, 1197.1, 1198, 1199); (2) failing to reimburse for required
13 business expenses (§§1198, 2802); (3) failing to provide timely meal
14 breaks (§§226 (a), 226.7, 512, 558, 1198); (4) failing to provide rest
15 breaks (§§226, 226.7, 512, 558, 1198); (5) failing to provide potable
16 water (§§ 226.7, 6300, 6310, 6400; CCR, Title 8, § 3395); (6) failing
17 to provide safe working conditions and place of employment that is
18 safe and healthful (§1198, 6400, 6401, 6402, 6403, 6404, 6407, 8
19 CCR 3202); (7) failing to pay all wages owed (§§201, 202, 203,
20 204(a)); and (8) failing to provide accurate wage statements and
21 maintain accurate payroll records (§§ 226(a), 226.3, 1174, 1174.5,
22 1175) (the "Released PAGA Claims").

23 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
24 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
25 are fair and reasonable.

26 9. The Court authorizes the Settlement Administrator to calculate and pay the
27 Settlement Shares, in accordance with the terms of the Settlement.

28 10. The Court awards the Settlement Administrator in this Action its fees and costs of
\$6,950, to be paid from the Total Settlement Amount, in accordance with the terms of the
Settlement.

 11. The Court awards to PAGA Counsel in this Action 33.33% of the Total Settlement
Amount for their attorneys' fees and an additional \$23,299 in costs, to be paid from the Total
Settlement Amount, in accordance with the terms of the Settlement.

 12. The Court awards to Plaintiffs in this Action \$10,000 each, for a total of \$20,000,
as PAGA Representative Payments, to be paid from the Total Settlement Amount, to compensate

1 them for initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees
2 and expenses in the event he was unsuccessful in the prosecution of the Action.

3 13. The Court approves the allocation and payment of \$149,761 (the "PAGA Penalties")
4 as for the compromise of claims brought under PAGA, to be paid in accordance with the terms of
5 the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties (\$112,320.75) will
6 be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of the PAGA Penalties
7 (\$37,440.25) shall be distributed to the Settlement Group Members in accordance with the terms
8 of the Settlement.

9 14. Checks for the Settlement Shares sent to Settlement Group Members shall be valid
10 for 120 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after
11 120 days will be disbursed to the California State Controllers' Office, Unclaimed Property Fund,
12 in the name of the Settlement Group Member.

13 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
14 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
15 as well as the Settlement.

16 16. The Settlement and this resulting Order and Judgment represent a compromise of
17 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
18 an admission or concession by any party.

19 17. Plaintiffs are directed to submit a copy of this order to the LWDA within 10 days of
20 the date of this Order.

21 18. Within 180 days of the date of this Order, the Parties are directed to file a joint status
22 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
23 appropriate payments have been made, the Court will close this case.

24 **IT IS SO ORDERED AND ADJUDGED.**

25 Dated: 9/15/2024

26 C. Towns
27 Judge of the Superior Court
28 **Christian Towns**

PROOF OF SERVICE

Case No.: CIVSB 2127568

Sanchez v. DSV Solutions

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On August 6, 2024, I served the foregoing document(s) described as:

1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF
2. [PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT;
3. DECLARATION OF PLAINTIFF MARIA SANCHEZ IN SUPPORT OF REPRESENTATIVE ACTION SETTLEMENT APPROVAL;
4. DECLARATION OF PLAINTIFF IMELDA MURRAY IN SUPPORT OF PAGA SETTLEMENT APPROVAL;
5. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT;
6. DECLARATION OF SAHAG MAJARIAN II IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT;
7. DECLARATION OF LISA MULLINS

X

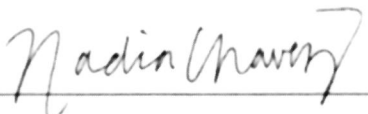
BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [] a true copy thereof [] to interested parties as follows [or] [] as stated on the attached service list:

SEE ATTACHED SERVICE LIST

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

Executed on this August 6, 2024, in Los Angeles, California



NADIA CHAVEZ

PROOF OF SERVICE

Case No.: CIVSB 2127568

Sanchez v. DSV Solutions

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