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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ALEX HERNANDEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CHEP SERVICES, LLC, an unknown
business entity; CHEP SERVICES PALLET
SOLUTIONS, LLC, an unknown business
entity; BRAMBLES USA, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2123946

Honorable Christian Towns
Department S26

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: June 2, 2025

Time: 8:30 a.m.

Department: S26

Complaint Filed: August 16, 2021

Trial Date: None Set

1 This matter has come before the Honorable Christian Towns in Department S-26 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiffs Alex Hernandez and Martin Sohal’s (together, “Plaintiffs”) Motion for Final Approval
4 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Payments
5 (“Motion for Final Approval”). Lawyers *for* Justice, PC appears on behalf of Plaintiff Alex
6 Hernandez (“Plaintiff Hernandez”) and the Class, and Moss Bolinger, LLP appears on behalf of
7 Plaintiff Martin Sohal (“Plaintiff Sohal”) and the Class, and Baker & Hostetler LLP appears on
8 behalf of Defendants CHEP Services, LLC and Brambles USA, LLC (“Defendants”) (together
9 with the Plaintiffs, the “Parties”).

10 On September 3, 2024, the Court granted Plaintiffs’ Motion for Preliminary Approval and
11 on October 10, 2024, the Court entered the Order Granting Preliminary Approval of Class Action
12 Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the
13 above-entitled action (“*Hernandez* Class Action”), the PAGA representative action entitled *Alex*
14 *Hernandez v. CHEP Services*, filed in San Bernardino County Superior Court, Case No.
15 CIVSB2131140 (“*Hernandez* PAGA Action”), and the PAGA representative action entitled
16 *Martin Sohal v. CHEP Services, LLC*, Stanislaus County Superior Court, Case No. CV-22-000376
17 (“*Sohal* PAGA Action”) (together the *Hernandez* Class Action, *Hernandez* PAGA Action, and
18 *Sohal* PAGA Action are referred to as the “Actions”), in accordance with the Stipulation of Class
19 Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
20 together with the exhibits annexed thereto, sets forth the terms and conditions for settlement of the
21 Actions. Further, on January 24, 2025, the Court entered the Stipulation and Order to Modify Order
22 Granting Preliminary of Class Action Settlement, thereby authorizing and ordering the mailing of
23 the revised Notice of Class and Representative Action Settlement (“Class Notice”), factoring in an
24 increase in the Total Settlement Amount.

25 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
26 oral argument, and good cause appearing,

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1 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

2 1. This Final Approval Order and Judgment incorporates by reference the definitions
3 in the Settlement Agreement and the Preliminary Approval Order, and all capitalized terms used,
4 but not defined herein, shall have the same meanings as in the Settlement Agreement and the
5 Preliminary Approval Order.

6 2. Unless otherwise specified, all citations and references to the Private Attorneys
7 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version of
8 that statute prior to the recent amendment effective July 1, 2024; the amended statute does not
9 apply to the Actions, or the Settlement pursuant to California Labor Code section 2699(v)(1), as
10 amended, because the notices to the Labor and Workforce Development Agency and the Actions
11 were all filed prior to June 19, 2024.

12 3. This Court has jurisdiction over the claims of the Class Members asserted in this
13 proceeding and over all parties to the Actions.

14 4. The Court finds that the applicable requirements of California Code of Civil
15 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
16 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
17 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
18 hereby defined to include:

19 All current and former hourly-paid or non-exempt employees of Defendants
20 in California employed at any time during the Class Period, from August
21 16, 2017 through September 3, 2024 (“Class or “Class Members”).

22 5. The aggrieved employees for purposes of the PAGA Settlement are hereby defined
23 to consist of the following individuals:

24 All current and former hourly-paid or non-exempt employees of Defendants
25 in California employed at any time during the PAGA Period, from February
26 20, 2020 through September 3, 2024 (“PAGA Members”).

27 6. The Court-approved Class Notice that was provided to the Class Members, fully
28 and accurately informed the Class Members of all material elements of the Settlement and of their
opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to
seek exclusion from the Class Settlement; was the best notice practicable under the circumstances;

1 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
2 State of California, the United States Constitution, due process and other applicable law. The Class
3 Notice fairly and adequately described the Settlement and provided the Class Members with
4 adequate instructions and a variety of means to obtain additional information.

5 7. Pursuant to California law, the Court hereby grants final approval of the Settlement
6 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
7 specifically, the Court finds that the Settlement was reached following meaningful informal
8 discovery and investigation conducted by Lawyers *for* Justice, PC and Moss Bollinger, LLP
9 (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and
10 arms-length negotiations between the parties; and that the terms of the Settlement are in all respects
11 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
12 including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity
13 of the claims presented; the likely duration of further litigation; the amount offered in the
14 Settlement; the extent of investigation and discovery completed; and the experience and views of
15 Class Counsel. The Court has further considered the absence of objections to the Class Settlement
16 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected
17 in accordance with the Settlement Agreement and the following terms and conditions.

18 8. A full opportunity has been afforded to the Class Members to participate in the
19 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
20 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
21 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
22 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
23 (“Settlement Class Members”), are bound by the Class Settlement and by this Final Approval
24 Order and Judgment, and the State of California and all PAGA Members are bound by the PAGA
25 Settlement and this Final Approval Order and Judgment.

26 9. The Court finds that allocation of \$350,000.00 toward penalties under the
27 California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable,
28 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA

1 Penalty Amount as follows: the amount of \$262,500.00 to the California Labor and Workforce
2 Development Agency (“LWDA Payment”), and the amount of \$87,500.00 to the PAGA Members,
3 in accordance with the terms and methodology set forth in the Agreement.

4 10. The Court finds that payment of Settlement Administration Costs in the amount of
5 \$17,750.00 is appropriate for the services performed and costs incurred and to be incurred for the
6 notice and settlement administration process. It is hereby ordered that the Settlement
7 Administrator, Phoenix Settlement Administrator, shall issue payment to itself in the amount of
8 \$17,750.00, in accordance with the terms and methodology set forth in the Agreement.

9 11. The Court finds that the Enhancement Payments sought are fair and reasonable. It
10 is hereby ordered that the Settlement Administrator issue payments in the amount of \$15,000.00
11 to Plaintiff Alex Hernandez and \$15,000.00 to Plaintiff Martin Sohal, collectively \$30,000.00, for
12 Plaintiffs’ Enhancement Payments, according to the terms and methodology set forth in the
13 Agreement.

14 12. The Court finds that the requested Attorneys’ Fees in the amount of \$1,299,542.43
15 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
16 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
17 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
18 amount of \$1,299,542.43 to Class Counsel for attorneys’ fees, in accordance with the terms and
19 methodology set forth in the Agreement.

20 13. The Court finds that the requested Costs of \$18,325.72 to Class Counsel is
21 reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue
22 payment in the amount of \$18,325.72 to Class Counsel for reimbursement of litigation costs and
23 expenses, in accordance with the terms and methodology set forth in the Agreement.

24 14. The Court hereby orders that upon the Effective Date and full funding of the Total
25 Settlement Amount, including the additional amount in accordance with the Escalator Clause,
26 Plaintiffs and all Settlement Class Members shall be conclusively determined to have given a
27 release of any and all Released Class Claims against the Released Parties, in accordance with the
28 terms set forth in the Settlement Agreement.

1 15. The Court hereby orders that upon the Effective Date and full funding of the Total
2 Settlement Amount, including the additional amount in accordance with the Escalator Clause,
3 Plaintiffs, the State of California, and all PAGA Members shall be conclusively determined to
4 have given a release of any and all Released PAGA Claims against the Released Parties, in
5 accordance with the terms set forth in the Settlement Agreement.

6 16. It is hereby ordered that within 30 calendar days of the Effective Date, Defendants
7 shall remit a one-time deposit of the Total Settlement Amount, including the additional amount in
8 accordance with the Escalator Clause, along with any employer-side tax obligations associated
9 with the Total Settlement Amount, into a settlement account to be established by the Settlement
10 Administrator. Within seven (7) calendar days of the funding of the Total Settlement Amount, the
11 Settlement Administrator will issue payments as follows: Individual Settlement Payments to
12 Settlement Class Members, Individual PAGA Payments to PAGA Members, LWDA Payment to
13 the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and
14 Settlement Administration Costs to itself.

15 17. Any checks issued to Settlement Class Members or PAGA Members shall remain
16 valid and negotiable for 180 calendar days from the date of their issuance, thereafter, the Individual
17 Settlement Payment and Individual PAGA Payment checks shall be canceled, and the Settlement
18 Administrator shall transmit all leftover funds associated with the canceled checks to the California
19 Controller's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA
20 Member. All Settlement Class Members and PAGA Members shall be bound by the terms and
21 conditions of this Settlement Agreement regardless of whether or not they cash or otherwise
22 negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check.

23 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
24 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
25 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
26 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
27 any dispute arising from or in connection with the distribution of settlement benefits.

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1 19. Individualized notice of this Final Approval Order and Judgment is not required.
2 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the
3 Settlement Administrator's website for a period of at least 60 calendar days after the date of entry
4 of this Final Approval Order and Judgment.

5 20. A Final Compliance Hearing is set for _____ at _____
6 a.m./p.m. in Department S26. Class Counsel shall submit the Settlement Administrator's final
7 accounting report regarding the status of the settlement administration at least 5 court days prior
8 to the Final Compliance Hearing.

9
10 Dated: _____

Honorable Christian Towns
Judge of the Superior Court