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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

KASHU XOLA, Individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

v.

FULL PACKAGE DELIVERY, LLC, a
California Limited Liability Company;
AMAZON LOGISTICS, INC., a Delaware
Corporation; and DOES 1-10, inclusive

Defendants

CASE NO. 37-2022-00006720-CU-OE-CTL

**[PROPOSED] ORDER: (1) GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND (2)
ENTERING JUDGMENT**

Date: September 8, 2023
Time: 9:00 a.m.
Dept.: C-60
Judge: Hon. Matthew C. Braner

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiff KASHU XOLA's Unopposed Motion for Final Approval of (1) Class Action
3 Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative Enhancement, in the above-
4 captioned matter, came on for hearing before this Court on September 8, 2023 at 9:00 a.m. Sullivan
5 & Yaeckel Law Group, APC appeared on behalf of Plaintiff and the Settlement Class; Solomon Ward
6 Seidenwurm & Smith LLP appeared on behalf of Defendant FULL PACKAGE DELIVERY, LLC and
7 Wilson Turner Kosmo LLP on behalf of Defendant AMAZON LOGISTICS, INC. On good cause
8 shown, and pursuant to the authority of California statutory and case law, this Court finds that the
9 Settlement between Plaintiffs and Defendants set forth in the Joint Stipulation of Class and PAGA
10 Action Settlement and Release ("Joint Stipulation")¹ was made in good faith and is fair, reasonable
11 and adequate. The Court approves the Joint Stipulation and grants the motion and enters judgment was
12 made in good faith and is fair, reasonable and adequate. The Court grants the motion and enters
13 judgment consistent as follows:

14 **IT IS HEREBY ORDERED THAT:**

- 15 1. Plaintiffs' Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and
16 Costs; and (3) Class Representative Enhancement Award, is hereby granted and the Parties are
17 directed to effect the Settlement according to the terms set forth in the Joint Stipulation.
- 18 2. Pursuant to this Court's Preliminary Approval Order of March 2, 2023 the Notice of Class
19 Action Settlement (the "Class Notice") was sent to the Settlement Class, which was previously
20 certified in this Court's Preliminary Approval Order, in the manner specified by the parties
21 Joint Stipulation. (The Joint Stipulation Settlement Agreement is on file and available on the
22 Court's Register of Actions, No. 27, as well as attached hereto as **Exhibit A.**) The Class Notice
23 informed the Settlement Class of the terms of the Settlement, their right to receive their
24 proportional share of the Settlement by not opting out, their right to request exclusion, and their
25 right to object to the Settlement. Adequate periods of time were provided by each of these
26 procedures.

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28 ¹This order and judgment incorporates by reference the definitions in the Joint Stipulation and the terms used
herein shall have the same meaning as set forth in the Joint Stipulation.

3. Out of a total of 288 Class Members who were sent the Class Notice, one Class Member (Brian D. Jacobs) has requested exclusion and "Opted-Out" of the settlement.
4. Zero (0) Participating Class Members of the Class objected to the Settlement.
5. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and fully and accurately informed the Settlement Class of all material aspects of the Settlement. The Court finds and determines that the Class Notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.
6. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Settlement Class and to each Class Member. The Participating Class Members who have not expressly sent a request for exclusion ("Opt-Out"), will be bound by the Settlement. All Aggrieved Employees will be bound by the Settlement. The Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.
7. The Court finds and determines that the Settlement sums to be paid to the Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Class Members in accordance with the terms of the Settlement.
8. The Court further finds that the Parties' proposed settlement of the claims brought under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq., is fair, reasonable and adequate. Plaintiff provided notice of the Settlement to the Labor Workforce Development Agency ("LWDA") and will fully and adequately comply with the notice requirements of Labor Code section 2699(l). The Court hereby approves the Settlement of the PAGA claims pursuant to the terms of the Joint Stipulation. The Parties are directed to effect this portion of the Settlement as set forth in the Joint Stipulation, including the LWDA Payment and payments to the Aggrieved Employees.
9. The Court further finds the allocation of \$25,000 to fully and finally resolve the Aggrieved Employees' claims for civil penalties for alleged Labor Code violations under PAGA is fair, reasonable and adequate as is the payment of \$18,750.00 (75% Share of \$25,000.00

- allocation) to the“LWDA” to fully and finally resolve and satisfy that agency's claim to any civil penalties for Labor Code violations alleged by Plaintiff and resolved as part of Settlement.
10. The Court finds and determines that the Class Representative Enhancement Payment to Plaintiff, Kashu Xola, in the sum of \$20,000.00, in consideration for his service as the Class Representative, and in exchange for a complete release of all individual claims, is fair and reasonable. The Court hereby gives final approval to and orders that the payment of the Enhancement be paid as provided by the Joint Stipulation.
11. The Court finds and determines that the total payment to the Claims Administrator, CAC Services Group LLC, in the sum of \$6,960.34 for settlement administration expenses in completing its duties pursuant to the terms of the Settlement is fair and reasonable. The Court hereby gives final approval to and orders that the payment of said amount be paid from the as provided for by the Joint Stipulation.
12. The Court finds and determines that the payment of \$95,763.33 as Class Counsel’s Attorney’s Fees and request for \$7,222.58 for costs of litigation, is fair and reasonable. The Court hereby gives final approval to and orders those amounts be paid to the Sullivan & Yaeckel Law Group, APC, in accordance with the terms of the Joint Stipulation.
13. All Participating Class Members hereby release the Released Parties from all Released Claims as defined in the Joint Stipulation. In addition, all Participating Class Members are forever barred and enjoined from pursuing or prosecuting any of the Released Claims against the Released Parties.
14. In addition, Plaintiff, on behalf of himself and the State of California, and all Aggrieved Employees shall be deemed to have fully, finally and forever released and discharged the Released Parties from any and all causes of action, claims, demands, rights, and liability arising from or based on a claim for civil penalties under PAGA for any violations of the Labor Code or Wage Orders alleged or that could have been alleged in Plaintiff's initial Complaint and/or First Amended Complaint, or that are based on violations alleged in the notices submitted to the LWDA by Class Counsel and specified in the Joint Stipulation. Thus, Plaintiff, on behalf of himself and the State of California, and all Aggrieved Employees are hereby forever barred

- 1 and enjoined from pursuing or prosecuting such claims against the Released Parties.
- 2 15. Accordingly, the Court enters this judgment consistent with the above and the parties' Joint
- 3 Stipulation.
- 4 16. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the
- 5 interpretation, implementation, and enforcement of the Joint Stipulation and all orders and
- 6 judgments entered in connection therewith, including this judgment.
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8 **IT IS SO ORDERED.**

9 Dated: _____

10 HON. MATTHEW C. BRANER
11 JUDGE OF THE SUPERIOR COURT

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