

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858)551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SACRAMENTO**

15 NINA MCPHERSON and DOREEN HUPP,
16 individuals, on behalf of themselves and on
17 behalf of all persons similarly situated,

18 Plaintiffs,

19 vs.

20 GENERAL LOGISTICS SYSTEMS US,
21 INC., a California Corporation; and DOES 1
22 through 50, inclusive,

23 Defendants.

CASE NO.: **34-2022-00318236-CU-OE-GDS**

[consolidated with Case No.

34-2022-00318125]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 3, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: April 13, 2022

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on October 6, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: October 6, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: */s/ Kyle Nordrehaug*
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiff
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On October 6, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): I caused the above entitled document(s) to be transmitted
9 through electronic mail to counsel Defendants at the following address(es):

10 FOLEY & LARDNER LLP
11 Eileen R. Ridley
12 Jason Y. Yu
13 555 California Street, Suite 1700
14 San Francisco, CA 94104

15 Sara Alexis Levine Abarbanel
16 11988 El Camino Real, Suite 400
17 San Diego, CA 92130

18 Emails: Eridley@foley.com; Jwu@foley.com; Sabarbanel@foley.com

19 Attorneys for Defendant

20 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
21 Labor Workforce Development Agency via online process at the PAGA Filing website in
22 accordance with the procedure imposed by the LWDA.

23 X (State): I declare under penalty of perjury under the laws of the State of California that the
24 above is true and correct. Executed on October 6, 2025, at La Jolla, California.

25 
26 Kyle Nordrehaug
27
28

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232
Website: www.bamlawca.com
Email: kyle@bamlawca.com

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Sacramento
10/06/2025
J. Servantez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

NINA MCPHERSON and DOREEN HUPP,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

GENERAL LOGISTICS SYSTEMS US,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 34-2022-00318236-CU-OE-GDS

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: August 15, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: April 13, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Nina McPherson and Doreen Hupp (“Plaintiffs”) for
2 an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant General Logistics Systems US, Inc. (“Defendant”), attorneys’ fees and costs, service
4 payment, and the expenses of the Administrator duly came on for hearing on August 15, 2025
5 before the Honorable Jill H. Talley.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Million Five Hundred
16 Thousand Dollars (\$2,500,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On April 14, 2025, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about May 12, 2025. Mailing of the Class Notice to their last-known addresses was the best notice
4 practicable under the circumstances and was reasonably calculated to communicate actual notice
5 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
6 Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out or submitting written objections to the
13 Settlement was July 11, 2025, which for re-mailings was extended by fourteen (14) days. There
14 was an adequate interval between notice and the deadline to permit Class Members to choose what
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
16 Members to participate in this hearing, and all Class Members and other persons wishing to be
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
18 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness of the Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
23 48 Cal. App. 4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 Parties during an all-day mediation before Hon. Carl West (Ret.), an experienced mediator of
26 wage and hour class actions. There has been no collusion between the Parties in reaching the
27 Settlement.

1 b. Plaintiffs and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 3,080 Participating Class Members will be
8 mailed a settlement payment, representing 100% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
11 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
12 Class Members’ claims, given the uncertainties and significant risks of the litigation and the
13 delays which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate, and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$833,333 for attorneys’ fees, representing one-third of the Gross
18 Settlement Amount, and \$33,403.79 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
21 lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments in an amount
24 not more than \$10,000 each for the Plaintiffs, subject to the Court’s approval. The Court finds
25 that Class Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are
26 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
27 their time and effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$24,500 in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
10 of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
17 Defendant who were classified as non-exempt in the State of California, excluding drivers, at any
18 time during the PAGA Period (January 14, 2021 through July 31, 2024). Pursuant to Labor Code
19 section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement and these
20 settlement terms and has not indicated any objection thereto. The Court finds these PAGA
21 Penalties to be reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendant who were
28 classified as non-exempt and all individuals who are or previously were employed
by Defendant who were classified as Inside Sales Employees in the State of

FINAL APPROVAL ORDER AND JUDGMENT

1 California at any time during the Class Period (August 30, 2019 through July 31,
2 2024), excluding drivers.

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
5 no individuals who requested exclusion from the Class.

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the
8 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
9 Administrator no later than 14 days after the Effective Date.

10 18. Class Counsel are awarded attorneys’ fees in the amount of \$833,333 and costs in
11 the amount of \$33,403.79. Class Counsel shall not seek or obtain any other compensation or
12 reimbursement from Defendant, Plaintiffs, or members of the Class.

13 19. The payment of Class Representative Service Payments in the amount of \$10,000
14 to each Plaintiff is approved.

15 20. The payment of \$24,500 to the Administrator for its fees and expenses is approved.

16 21. The PAGA Penalty amount of \$50,000 is approved and is to be distributed in
17 accordance with the Agreement.

18 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
19 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
20 entry.

21 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
24 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
25 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
26 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
27 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any
28 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be

1 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
2 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
3 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
4 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
5 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
6 Claims and/or Released PAGA Claims.

7 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members.

12 25. If the Agreement is not finally approved, then this Final Approval Order and
13 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
14 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
17 Plaintiffs, and all members of the Class, shall take nothing in the Action.

18 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 28. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
22 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
23 release claims against all Released Parties as follows:

24 (a) All Participating Class Members, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
26 and assigns, release Released Parties from the Released Class Claims. The "Released Class
27 Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts
28

1 stated in the Operative Complaint which occurred during the Class Period during employment of a
2 Participating Class Member in California. Except as expressly set forth in the Agreement,
3 Participating Class Members do not release any other claims, including claims for vested benefits,
4 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
5 insurance, disability, social security, workers' compensation, or claims based on facts occurring
6 outside the Class Period.

7 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
8 of themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
10 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
11 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
12 Notice, which occurred during the PAGA Period during employment of an Aggrieved Employee
13 in California. The Released PAGA Claims do not include other PAGA claims, underlying wage
14 and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
15 disability and worker's compensation, and claims outside of the PAGA Period.

16 (c) Plaintiffs and their respective former and present spouses, representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
18 Released Parties from all claims, transactions, or occurrences that occurred during the Class
19 Period, as set forth fully in the Agreement.

20 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
21 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
22 Administrator shall transmit the funds represented by such checks to the California Controller's
23 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
24 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

25 30. The Court hereby enters judgment in the entire Action as of the filing date of this
26 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
27 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
28

1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 31. A settlement compliance hearing is set for August 7, 2026 at 10:30 a.m. in
4 Department 23. At least 15 days prior to the settlement compliance hearing, Class Counsel shall
5 file a declaration regarding the status of the distribution of the settlement funds. If the Court is
6 satisfied that the settlement funds have been fully distributed, no appearance will be required at the
7 settlement compliance hearing.

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

9
10 Dated: 10/06/2025

Jill Talley



11
12 HON. JILL H. TALLEY
13 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28