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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 26 2026

BY
VALERIE URUENA, DEPUTY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TALIA OVANDO, on behalf of herself and all others similarly situated,

Plaintiff,

v.

PAOLINO LOGISTICS LLC, a California Limited Liability Company; PAOLINO TRANSPORT LLC, a California Limited Liability Company; AMAZON LOGISTICS, INC., a Delaware Corporation; and DOES 1 through 100, inclusive

Defendants.

Case No. CIVSB2216425

CLASS ACTION

Assigned to: Hon. Kevin C. Lee

[PROPOSED] ORDER AND JUDGMENT RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT AND FOR CLASS COUNSEL FEES, COST REIMBURSEMENT, SERVICE PAYMENT, ADMINISTRATION COSTS

Date: October 26, 2026
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: July 28, 2022
FAC Filed: April 24, 2023

[PROPOSED] ORDER:

Plaintiff Talia Ovando's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Action Settlement and for Class Counsel Fees, Cost Reimbursement, Service Payments, Administration Costs ("Motion for Final Approval") came on for hearing before this court, the Honorable Kevin C. Lee presiding, on October 26, 2026, at 8:30 a.m. Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. ("Defendants") did not oppose the Motion.

Having received and considered the Class Action and PAGA Action Settlement Agreement and Settlement Notice ("Settlement" or Settlement Agreement") and Amendment to the Settlement ("Amendment") (collectively attached hereto as **Exhibit 1**), the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Action Settlement, and the instant Motion for Final Approval, the Court grants final approval of the Settlement and rules as follows:

1. Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed to all members of the Class by first-class U.S. mail. The Settlement Notice informed the Class of the terms of the Settlement, of their right to receive their proportional Settlement Payment, of their right to request exclusion from the Class and the Settlement, of their right to comment upon or object to the Settlement and to appear in person or by counsel at the final approval hearing and of the date set for the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

2. In response to the Settlement Notice, zero Class Members filed written objections to the Settlement or stated an intention to appear at the final approval hearing and zero Class Members requested to be excluded from the Settlement.

3. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the Class Members' response. The Court finds and determines that the Settlement Notice provided in the Action was the best notice practicable, which satisfied the requirements of law and due process.

4. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Participating Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

5. The Court has certified a Class, as that term is defined in and by the terms of the Settlement, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

6. The Court hereby approves the terms set forth in the Settlement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

7. The Court hereby confirms David P. Myers, Jason Hatcher, Cassandra A. Castro, and Andriana N. Bravo of The Myers Law Group, A.P.C. as Class Counsel.

8. The Court hereby confirms Plaintiff Talia Ovando as the Class Representative in this Action.

9. The Court finds and determines that the individual settlement payments provided for by the terms of the Settlement to be paid to the Participating Class Members are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Participating Class Members in accordance with the terms of the Settlement. Pursuant to Section 4.3.3 of the Settlement, for any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.3.2 of the Settlement, the Administrator shall transmit the funds represented by such checks to the California

Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

10. The Court finds and determines that payment to the California Labor and Workforce Development Agency of $15,000.00 as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement.

11. The Court finds and determines that payment to the PAGA Employees of $5,000.00 in settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders the payment of that amount to be paid in accordance with the Settlement. Pursuant to Section 4.3.3 of the Settlement, for any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.3.2 of the Settlement, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

12. The Court finds and determines the Class Representative Service Payment in the sum of $10,000.00 to Plaintiff Talia Ovando is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement.

13. The Court finds and determines that the payment to be paid to the Settlement Administrator, Phoenix Settlement Administrators ("PSA"), in the sum of $11,592.08 for its fee and expenses incurred is fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance with the terms of the Settlement.

14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel; the Court hereby awards Class Counsel attorney's fees in the sum of $158,155.57 and actual litigation costs of $9,008.19. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in

accordance with the terms of the Settlement.

15. Neither Defendants nor any related persons or entities, nor Released Parties, shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

16. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant to the Settlement or pursuant to this Order, including the requirement that Defendants make payments to Participating Class Members or to enforce the releases in accordance with the Settlement.

17. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order.

18. The Parties shall bear their own costs and attorney's fees except as otherwise provided for by the Settlement and this Court's Order Granting Final Approval.

19. Upon execution of this Judgment, and upon the date Defendants transfer the Gross Settlement Amount to the Administrator, all Participating Settlement Class Members shall be deemed to release the Released Parties for the Released Class Claims for the Class Period and every PAGA Employee shall be deemed to release the Released Parties for the Released PAGA Claims for the PAGA Period.

20. Upon execution of this Judgment, and upon the date Defendant transfers the Gross Settlement Amount to the Administrator, Plaintiff's Released Claims shall be deemed to be conclusively released as against Defendants and the Released Parties, that includes a general release pursuant to California Civil Code §1542, and pursuant to the terms in the Settlement.

21. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have violated the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. Defendant entered the Settlement solely for compromising highly disputed claims. Nothing in the Settlement, this Order, or Judgment is an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that the claims lacked merit or any defense asserted by

Defendant has merit. The Settlement and this Order are governed by California Evidence Code §1152.

22. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters, parties and Participating Class Members, to the fullest extent relating to the interpretation, administration, implementation, effectuation and enforcement of this Order, Judgment and the Settlement.

JUDGMENT

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.l(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Participating Class Members shall take nothing from Defendants except as expressly set forth in the Order re: Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement and for Class Counsel Fees, Cost Reimbursement, Service Payment, Administration Costs; Class Action and PAGA Action Settlement Agreement and Settlement Notice filed on April 30, 2026, in conjunction with the Plaintiff's Motion for Preliminary Approval Order of the Class Action and PAGA Action Settlement.

IT IS SO ORDERED:

DATED: OCT 27 2026

Honorable Kevin C. Lee
San Bernardino Superior Court Judge