

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Fawn Bekam (SBN 307312); Jennifer Rivera (SBN 353268) FIRM NAME: ABRAMSON LABOR GROUP STREET ADDRESS: 1700 W. Burbank Blvd. CITY: Burbank STATE: CA ZIP CODE: 91506 TELEPHONE NO.: (213) 493-6300 FAX NO.: (213) 723-2522 E-MAIL ADDRESS: fawn@abramsonlabor.com; jennifer.r@abramsonlabor.com ATTORNEY FOR (name): Plaintiff Dontay Caston		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, 95113 BRANCH NAME: Old Courthouse		
PLAINTIFF/PETITIONER: Dontay Caston DEFENDANT/RESPONDENT: Exel, Inc. dba DHL Supply Chain OTHER:		
PROPOSED ORDER (COVER SHEET)		CASE NUMBER: 22CV409265 JUDICIAL OFFICER: Hon. Theodore C. Zayner DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Paintiff Dontay Caston
2. Title of the proposed order:
AMENDED [PROPOSED] ORDER FINAL JUDGMENT GRANTING FINAL APPROVAL OF PAGA ACTION SETTLEMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Compliance Hearing
 - b. Date and time: April 1, 2026 at 2:30 p.m.
 - c. Place: Dept. 19
4. The proposed order was served on the other parties in the case.

Jennifer Rivera

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OF INTEREST)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Caston v. Excel, Inc. dba DHL Supply Chain

CASE NUMBER:

22CV409265

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

1700 W. Burbank Boulevard Burbank, California 91506

b. My electronic service address is (*specify*): delaney@abramsonlabor.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Defense Counsel: Harrison Zator and Sorsher Boris

b. To (*electronic service address of person served*): hzator@fisherphillips.com; bsorsher@fisherphillips.com

c. On (*date*): 4/2/2026

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 4/2/2026

Delaney Graves

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Fawn Bekam (SBN 307312)
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2 Jennifer Rivera, Esq. (SBN 353268)
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6 *Attorneys for Plaintiff*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SANTA CLARA**

10 DONTAY CASTON, on behalf of himself, the
11 State of California, and all Aggrieved
Employees,

12
13 Plaintiff,

14 vs.
15

16 EXEL, INC. dba DHL SUPPLY CHAIN; and
17 DOES 1 through 100, Inclusive,

18
19 Defendants.

Case No.: 22CV409265

REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon.
Theodore C. Zayner, Dept. 19]*

**AMENDED PROPOSED ORDER AND
FINAL JUDGMENT GRANTING
FINAL APPROVAL OF PAGA
ACTION SETTLEMENT**

Date: April 1, 2026

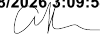
Time: 2:30 p.m.

Dept.: 19

Action Filed: December 29, 2022

Trial Date: None Set

Filed
May 18, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV409265
By: afloresca

5/18/2026 3:09:54 PM


1 The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner
2 on April 1, 2026, at 2:30 p.m. in Department 19. The court now issues its ruling as follows:

3 **I. BACKGROUND**

4 This is a Private Attorneys General Act (“PAGA”) action. Plaintiff Dontay Caston
5 (“Plaintiff”) seeks to recover PAGA civil penalties from Defendant Exel Inc. dba DHL Supply
6 Chain (“Defendant”).

7 Before the Court is Plaintiff’s motion for preliminary approval of PAGA settlement,
8 which is unopposed.

9 According to the allegations of the operative Complaint, Plaintiff was employed by
10 Defendant, a leading international logistics company, specializing in international shipping,
11 courier services, and delivery services, as a non-exempt Material Handler from approximately
12 November 2021 until approximately July 19, 2022. (Complaint, ¶ 9.) Plaintiff alleges that
13 Defendant failed to: incorporate shift differentials, shift premiums, non-discretionary bonuses,
14 and non-discretionary pay into the regular rate of pay when paying meal period premium wages,
15 overtime wages, sick pay, and vacation pay; failed to furnish accurate itemized wage statements;
16 and failed to maintain accurate records during the PAGA Period.

17 Based on the foregoing, Plaintiffs initiated this action on December 29, 2022 asserting a
18 single cause of action for civil penalties under the PAGA. The parties have reached a settlement.
19 Plaintiff filed a motion for approval of the PAGA settlement, and the motion is unopposed.

20 Plaintiffs now seek an order: granting approval of the proposed settlement claims brought
21 pursuant to PAGA; appointing Simpluris, Inc. (“Simpluris”) as the settlement administrator;
22 approving the proposed explanatory letter and directing it be distributed to Aggrieved Employees;
23 directing distribution of the Gross Settlement Amount; approving PAGA penalties; approving
24 attorneys’ fees and litigation costs; approving an enhancement payment to Plaintiff; and
25 approving administration costs.

26 On June 25, 2025, the court issued an order granting Plaintiff final approval of PAGA
27 action settlement.

On September 8, 2025, the Settlement Administrator distributed the Settlement Funds pursuant to the settlement agreement. *See* Declaration of Mary Butler Regarding Compliance. ¶ 4. The check cashing deadline was March 7, 2026. *Id* at ¶ 6.

On April 3, 2026, the Settlement Administrator will issue the remaining settlement funds to the Controller of the State of California to be held in the unclaimed property fund pursuant to the settlement agreement. *Id* at ¶¶ 8-9.

II. LEGAL STANDARD

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 [2022 U.S. LEXIS 2940].) Seventy-five percent of any penalties recovered go to the Labor and Workforce Development Agency (“LWDA”), leaving the remaining 25 percent for the employees. (*Ibid.*) PAGA is intended “to augment the limited enforcement capability of [the LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.” (*Id.* at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

A superior court must review and approve any PAGA settlement. (Lab. Code, § 2699, subd. (1)(2).) The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) The proposed settlement must be submitted to the LWDA at the same time it is submitted to the court. (*Ibid.*)

As discussed by one court:

PAGA does not establish a clear standard for evaluating PAGA settlements. ... ¶¶

Accordingly, certain courts have been willing to approve PAGA settlements only if (1) the statutory requirements set forth by PAGA have been satisfied, and (2) the settlement agreement is fair, reasonable, and adequate in view of PAGA’s public policy goals.

1 (*Patel v. Nike Retail Services, Inc.* (N.D. Cal. 2019) 2019 WL 2029061, 2019 U.S. Dist. LEXIS
2 77988 (*Patel*), at *5.)

3 As part of this analysis, these courts have evaluated proposed PAGA settlements under
4 the relevant factors from *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026. (*Patel*,
5 *supra*, 2019 U.S. Dist. LEXIS 77988 at *5-6.) “Of the *Hanlon* factors, the following are relevant
6 to evaluating [a] PAGA settlement: (1) the strength of the plaintiff’s case; (2) the risk, expense,
7 complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the
8 extent of discovery completed and the stage of the proceedings; (5) the presence of government
9 participation; and (6) the expertise and views of counsel.” (*Ibid.*)

10 Similar to its review of class action settlements, the Court must “determine independently
11 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
12 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
13 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to remediate
14 present labor law violations, deter future ones, and to maximize enforcement of state labor laws.”
15 (*Id.* at p. 77; see also *Haralson, supra*, 383 F. Supp. 3d at p. 971 [“when a PAGA claim is settled,
16 the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the
17 underlying purpose of the statute to benefit the public”], quoting LWDA guidance discussed
18 in *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

19 “[W]hen a PAGA claim is settled, the relief provided ... [should] be genuine and
20 meaningful, consistent with the underlying purpose of the statute to benefit the public”
21 (*O’Connor, supra* at p. 1133.) The settlement must be reasonable in light of the potential verdict
22 value. (*Id.* at 1135 [rejecting settlement of less than one percent of the potential verdict].) But a
23 permissible settlement may be substantially discounted, given that courts often exercise their
24 discretion to award PAGA penalties below the statutory maximum even where a claim succeeds
25 at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC)
26 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759 at *8-9.)

27 ///

28 ///

1 **III. DISCUSSION**

2 **a. Provisions of the Settlement**

3 Plaintiff moves for approval of a proposed settlement made on behalf of:

4 [A]ll non-exempt employees who are or were employed at DHL’s
5 Livermore, California facility located at 1201 Voyager St,
6 Livermore, CA 94551 at any time during the PAGA Period.

7 According to the terms of the settlement, Defendant will pay a gross payment in the
8 amount of \$327,500. This amount includes attorneys’ fees in the amount of \$109,166.67 (1/3 of
9 the PAGA settlement), litigation costs not to exceed \$20,000, and settlement administration costs
10 not to exceed \$10,000. Of the remaining amount, 75% (approximately \$143,149.07) will be paid
11 to the LWDA and 25% (approximately \$47,716.35) will be paid to Aggrieved Employees on a
12 pro rata basis based on their respective number of pay periods worked for Defendant during the
13 PAGA Period. Funds from checks that not cashed within 180 days from the date of mailing will
14 be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property
15 Law.

16 In exchange for the settlement, the Aggrieved Employees agree to release the Released
17 Parties¹ from all “PAGA Released Claims” defined as: “all claims for statutory penalties under
18 the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* (“PAGA”)
19 that could have been sought by the State of California Labor Commissioner for the violations
20 identified in Plaintiff’s Complaint and/or in his pre-filing notice letter filed with the LWDA
21 (“Released Claims”).” (Settlement Agreement, ¶ 13.)

22 **b. Fairness of the Settlement**

23 Plaintiff contends that the PAGA settlement is fair, reasonable, and adequate. (Motion, p.
24 1:23-24.) Plaintiff states the gross PAGA settlement amount is \$327,500. There are
25 approximately 953 Aggrieved Employees, resulting in average payments of approximately
26 \$50.07 to the Aggrieved Employees. In connection with mediation, the parties engaged in
27 informal discovery, where Defendant produced relevant policies, a sample of payroll records,
28 and other relevant documents. Plaintiff also retained an expert data analyst to assist in addressing

¹ Released Parties means: “DHL and its former, present, and future owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, employees, agents, members, managers, partners, shareholders, joint venturers, successors, assigns, accountants, insurers, or legal representatives.” (Settlement Agreement, ¶ 16.)

1 potential damages. (Declaration of Neil Larsen (“Larsen Decl.”), ¶ 11.) Thereafter, the parties
2 participated in a full-day mediation with experienced wage and hour mediator Todd Smith, Esq.
3 (*Id.* at ¶ 12.) At mediation, the parties discussed Plaintiff’s ability to proceed on a representative
4 PAGA basis, legal basis for the claims and Defendant’s defenses, and the potential amount of
5 civil penalties. (*Ibid.*) At the conclusion, the parties accepted the mediator’s proposal and reached
6 the settlement. (*Ibid.*)

7 Plaintiffs indicate that Defendant’s maximum exposure is \$434,677. As a result, the Gross
8 PAGA Settlement Amount is approximately 75.3% of the realistic exposure. This percentage
9 recovery is reasonable based on the general range of percentage recoveries that California courts
10 have approved. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-
11 00062-DAD-EPG) 2022 U.S. Dist. LEXIS 30201, at *41-42 [citing cases indicating that a general
12 range of 5 to 35 percent of the maximum potential exposure is reasonable].) Plaintiffs assert that
13 the settlement amount is fair because it provides a tangible monetary benefit to Aggrieved
14 Employees and the State of California while avoiding the risks and costs of continued litigation
15 and trial. Thus, the Court finds that the settlement amount is reasonable.

16 **c. Service Award, Attorneys’ Fees, and Costs**

17 Plaintiff seeks a service award in the amount of \$7,500. (Motion, p. 15:22-23.) The
18 Settlement Agreement provides for an enhancement award to Plaintiff in the amount of \$7,500.
19 (Settlement Agreement, III.4(b).) Although service awards are common in class actions, there is
20 less authority regarding the propriety of service awards in PAGA cases. Nevertheless, a PAGA
21 case is a representative action like a class action, and courts have recognized that an individual’s
22 willingness to act as a private attorney general may merit a service award. (See *Rodriguez v. West*
23 *Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

24 Plaintiff has submitted a declaration describing his participation in the action.
25 (Declaration of Dontay Caston, ¶¶ 5-6.) Plaintiff estimates that he has spent approximately 30-
26 35 hours working on this case, including discussions with counsel to discuss Defendant’s policies
27 and practices, identifying potentially helpful documents and witnesses, discussing case strategy,
28 searching for his own documents, and reviewing the settlement. Based on this information, the
court approves the \$7,500 service award to Plaintiff.

1 The Court has an independent right and responsibility to review the requested attorney
2 fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles*
3 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) “Courts recognize two methods
4 for calculating attorney fees in civil class actions: the lodestar/multiplier method and the
5 percentage of recovery method.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
6 254 (*Wershba*).)

7 Plaintiff’s counsel seeks attorney fees in the amount of \$109,166.67 and reimbursement
8 of \$14,967.91 in litigation costs. Counsel provides evidence of a lodestar of approximately
9 \$83,647.50, resulting in a multiplier of 1.16. (Larsen Decl., ¶ 22, Ex. 5.) This multiplier is within
10 the range that courts typically approve. (*Wershba, supra*, 91 Cal.App.4th at p. 255 “[m]ultipliers
11 can range from 2 to 4 or even higher”].) The benefits achieved by the settlement justify an award
12 of attorney fees to class counsel. The Court finds that the requested attorney fee award is
13 reasonable approves an attorney fee award in the requested amount of \$109,166.676. The request
14 for reimbursement costs in the amount of \$14,967.91 is less than the maximum \$20,000 provided
15 for in the Settlement Agreement and will result in an increase in the Net Settlement Amount. The
16 Court approves an award of litigation costs in this amount. The settlement administration costs
17 are also approved in the requested amount of \$5,000, which is less than the maximum of \$10,000
18 provided for in the agreement.

18 IV. CONCLUSION

19 Accordingly, the motion for approval of PAGA settlement is GRANTED. Judgment shall
20 be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Pursuant to
21 Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the parties to
22 enforce the terms of the settlement agreement and the final order and judgment.

23 The Court sets a compliance hearing for **April 1, 2026 at 2:30 p.m.** in Department 19.
24 At least ten court days before the hearing, class counsel and the settlement administrator shall
25 submit a summary accounting of the net settlement fund identifying distributions made as ordered
26 herein; the number and value of any uncashed checks; amounts remitted to the *cy pres* recipient;
27 the status of any unresolved issues; and any other matters appropriate to bring to the court’s
28 attention. Counsel may appear at the compliance hearing remotely.

1 The motion for final judgment granting final approval of PAGA action settlement is
2 GRANTED. The court enters final judgment.

3 Satisfactory compliance has been demonstrated.

4 **IT IS SO ORDERED JUDGED AND DECREED.**

5 Dated: May 15, 2026
6 _____, 2025-


Hon. Theodore C. Zayner
Judge of the Superior Court

PROOF OF SERVICE

Caston v. Exel, Inc. dba DHL Supply Chain
Case No.: 22CV409265

I, Delaney Graves, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 1700 W Burbank Blvd Burbank, California 91506. My electronic service address is delaney@abramsonlabor.com.

On April 2, 2026, I served the following:

- **AMENDED PROPOSED ORDER AND FINAL JUDGMENT GRANTING FINAL APPROVAL OF PAGA ACTION SETTLEMENT**

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

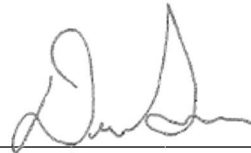
Boris Sorsher
Harrison M. Zator
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2050 Main Street, Suite 1000
Irvine, California 92614
bsorsher@fisherphillips.com
hzator@fisherphillips.com

Attorneys for Defendant:
EXEL, INC. dba DHL SUPPLY CHAIN

(X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on April 2, 2026 at Burbank, California.



Delaney Graves