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FILED
Superior Court of California
County of Los Angeles
11/03/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - STANLEY MOSK COURTHOUSE

RAUL CUENCA, on behalf of himself and all others similarly situated,

Plaintiff,

v.

PACIFIC WESTERN LOGISTICS, LLC, DILIGENT DELIVERY SERVICES, and DOES 1 through 50, respectively,

Defendants.

Case No.: 23STCV14082

~~[PROPOSED]~~ ORDER GRANTING MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL SETTLEMENT, AWARD OF ATTORNEYS' FEES AND ENTRY OF JUDGMENT

Assigned for all purposes to:
Hon. Timothy Patrick Dillon, Dept. 15

Date: November 3, 2026
Time: 10:00 a.m.
Dept.: SS15

Complaint Filed: June 16, 2023
Trial Date: None Yet Set

On November 2, 2026, 2026, at 10:00 a.m. in Department 15 of the above-entitled court, the Court heard and considered Plaintiff Raul Cuenca's ("Plaintiff") unopposed Motion for Approval of the Parties' PAGA Settlement Agreement ("Settlement Agreement") entered into by and between Plaintiffs, as representatives of the State of California and other allegedly aggrieved employees of defendant Pacific Western Logistics, LLC dba Diligent Delivery Services ("Defendant") (Plaintiff and Defendant collectively referred to herein as "the Parties"), Plaintiff appeared via their counsel ("PAGA Counsel") and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion by the State through the California Labor and Workforce Development Agency ("LWDA"). Having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs' Motion is GRANTED.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. The stay in effect during the pendency of arbitration is hereby lifted.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to the Action.

3. This Order incorporates the Settlement Agreement between Plaintiff, as representative of the State of California on behalf of Aggrieved Employees, on the one hand, and Defendant, on the other hand, attached hereto as Exhibit 1. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto and over all parties to the Action.

4. "Aggrieved Employees" or "PAGA Members" means persons employed by Defendant in California and classified as hourly-paid, non-exempt who worked for Defendant at any time from January 13, 2022 through April 24, 2026.

5. The Court has considered the nature of the claims, the amount paid in settlement, which is three hundred seventy-one thousand seven hundred ten dollars ($371,710.00) ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a Settlement represents a compromise of the Parties' respective positions rather than

the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary, oppressive, or confiscatory. The Settlement reached was a result of serious and non-collusive, arms-length negotiations. The Court, therefore, approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

6. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2699.

7. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the State of California shall be bound by the release set forth in the Settlement Agreement as follows: any and all claims, rights, or causes of action seeking civil penalties under PAGA that were alleged or reasonable could have been alleged for PAGA penalties on violations of the following Labor Code provisions: 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, and 1197, and 2802, and any applicable IWC Wage Order and any other violations of the Labor Code that reasonably could have been alleged based on the facts alleged in the January 31, 2023 PAGA Notice filed by Plaintiff Cuenca and/or the Operative Complaint. This Settlement does not cover any employees' individual (non civil penalty) claims, including Plaintiffs' individual claims.

8. "Released Parties" means include Pacific Western Logistics, LLC d/b/a Diligent Delivery Services, Western Delivery & Logistics, LLC, any of their predecessors or successors, and any of their past, present, and future direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, as well as each of its or their past, present, and future officers, directors, employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the

Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

10. The Court approves and appoints Kevin Mahoney and Katherine J. Odenbreit of Mahoney Law Group, APC as PAGA Counsel.

11. Pursuant to the Settlement, the Court awards PAGA Counsel Fees Payment in the amount of one hundred twenty-three thousand six hundred seventy-six dollars forty cents ($123,676.40) to be paid out of the Gross Settlement Amount in two (2) installments in the amount of sixty-one thousand eight hundred thirty-eight dollars twenty cents ($61,838.20) pursuant to the distribution schedule set forth in the Settlement Agreement, Amendment No. 1.

12. The Court awards a PAGA Counsel Litigation Expenses Payment in the amount of nine thousand dollars **(**$9,000.00) to be paid out of the Gross Settlement Amount in two (2) installments in the amount of four thousand five hundred dollars ($4,500.00) pursuant to the distribution schedule set forth in the Settlement Agreement, Amendment No. 1.

13. The Court appoints Phoenix Settlement Administrators ("PSA") to serve as the Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration-related payments in the amount of ten thousand five hundred dollars ($10,500.00) as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount in two (2) installments in the amount of five thousand two hundred fifty dollars ($5,250.00) pursuant to the distribution schedule set forth in the Settlement Agreement, Amendment No. 1.

14. Defendant will fund the GSA by making thirty-six (36) monthly payments. An initial deposit of thirty thousand dollars ($30,000) no later than October 15, 2026, or fifteen (15) days after the Effective Date, whichever is later. Thereafter, Defendant will make thirty-five (35) equal monthly payments by the 10th of each month in the amount of eight thousand three hundred thirty-four dollars seventeen cents ($8,334.17) for the first ten (10) months and then in the amount of ten thousand three hundred thirty-four dollars seventy cents ($10,334.70) for twenty-five (25) months thereafter or until the entire Gross Settlement is paid. Defendant shall not be required to pay any additional amounts to settle the above-captioned matter other than the GSA.

15. Pursuant to the terms of the Settlement Agreement, the Net PAGA Penalties of

approximately two hundred twenty-eight thousand five hundred thirty-three dollars sixty cents ($228,533.60) shall be allocated to the PAGA Settlement Payment as follows: 75% in the amount of one hundred seventy-one thousand four hundred dollars ($171,400.00) allocated to the LWDA and 25% in the amount of fifty-seven thousand one hundred thirty-three dollars sixty cents ($57,133.60) allocated to the Aggrieved Employees and will be paid out pursuant to the method set forth in the Settlement Agreement for calculating Aggrieved Employees' Share.

16. The distribution of the Settlement funds as set forth in the Settlement Agreement, Amendment No. 1 is approved.

17. The Court hereby approves the Notice of PAGA Representative Action Settlement ("Notice") to be mailed to the Aggrieved Employees along with the Aggrieved Employee's Share by the Administrator.

18. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the clerk of the Court to enter Judgment.

19. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another individual or entity who is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

20. Within ten (10) days of entry of this Order and Judgment, Plaintiff shall submit a copy to the LWDA, as required by Labor Code section 2699(l)(3).

21. The Parties shall file a joint status report and declaration from the Administrator by 07/02/2030, advising the Court of the distribution of settlement funds.

22. A hearing Re: Compliance with PAGA Settlement is scheduled for 07/05/2030, at 4 PM. in Department 15, as a Non-Appearance.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 11/03/2026

HON. ~~TIMOTHY PARKER DILLION~~
JUDGE OF THE SUPERIOR COURT
Timothy Patrick Dillon / Judge

Escalator clause is not triggered.

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **August 28, 2026,** I served [X] true copies [ ] originals of the following document(s): **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL SETTLEMENT, AWARD OF ATTORNEYS' FEES AND ENTRY OF JUDGMENT** I served the document(s) on the person(s) below as follows:

Steven A. Groode, Esq. Maria Lozano, Esq. **LITTLER MENDELSON, P.C.** 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597	Attorneys for Defendant WESTERN DELIVERY & LOGISTICS, LLC dba DILIGENT DELIVERY SERVICES Telephone: (925) 932-2468 Facsimile: (925) 946-9809 Email: SGroode@littler.com AWitte-Rafizadeh@littler.com MLozano@littler.com JAGoldberg@littler.com MGerard@littler.com
Jennifer Goldberg, Esq. **LITTLER MENDELSON, P.C.** 2049 Century Park East, 5th Floor, Los Angeles, CA 90067-3107	Attorneys for Defendant WESTERN DELIVERY & LOGISTICS, LLC dba DILIGENT DELIVERY SERVICES Telephone: (310) 553-0308 Facsimile: (800) 715-1330 Email: awitte-rafizadeh@littler.com jagoldberg@littler.com

The document(s) were served by the following means:

☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 28, 2026**, at Long Beach, California.

Julian Mahoney