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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

DAVID EICHNER AND LESLIE MARIE
QUIST CANTRELLE, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

STAR HOLDING, LLC DBA LOGISTICAL
DATA SERVICES, a Pennsylvania limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CU23-05731

Assigned for All Purposes to:
Hon. Stephen Gizzi
Dept. 3

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: July 31, 2026

Time: 9:00 a.m.

Dept.: 3

Action Filed: December 5, 2023

1 Plaintiffs David Eichner and Leslie Marie Quist Cantrelle’s (“Plaintiffs”) Motion for
2 Final Approval of Class Action and PAGA Settlement came before this Court on July 31, 2026,
3 at 9:00 a.m., in Department 3 of the Superior Court of California, County of Solano, located at
4 580 Texas Street, Fairfield, CA 94533. Plaintiffs now seek an order granting final approval of
5 the Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiffs and
6 Defendant Star Holding, LLC dba Logistical Data Services (“Defendant”) (Plaintiffs and
7 Defendant collectively, the “Parties”), a copy of which is attached to the Declaration of John G.
8 Yslas in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
9 Settlement as **Exhibit 1**. On January 29, 2026, this Court issued an Order Granting Plaintiff’s
10 Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary
11 Approval Order”). In accordance with the Preliminary Approval Order, Class Members have
12 been given notice of the terms of the Settlement and the opportunity to comment on or object to
13 it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on January 29, 2026, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all non-exempt, hourly individuals that worked for Defendant in
25 California during the Class Period.

26 3. “Class Period” means the period from May 30, 2019, through the date the Court
27 issues an order granting preliminary approval of the settlement (January 29, 2026).

28 4. The Court appoints Plaintiffs David Eichner and Leslie Marie Quist Cantrelle as

1 Class Representatives for settlement purposes only.

2 5. The Court appoints John G. Yslas, Jeffrey C. Bils, Lucy H. Nguyen, and Mohamed
3 Bholat of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

4 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
6 their right to receive a settlement share, their right to comment on or object to the Settlement or to
7 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
8 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
9 periods of time were provided by each of these procedures.

10 7. No Class Members objected to the Settlement.

11 8. No Class Members requested exclusion from the Settlement.

12 9. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 11. Class Members who have not opted out will be bound by the Settlement, except
23 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
24 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 12. The Court finds that Plaintiff notified the Labor and Workforce Development
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 13. No later than fourteen (14) days after the Effective Date as defined in the Settlement
2 Agreement, Defendant will transfer the Gross Settlement Amount of \$275,000.00 to the Settlement
3 Administrator.

4 14. Within ten (10) days after Defendant fully funds the GSA, the Administrator will
5 mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
6 Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel
7 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the
8 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
9 Representative Service Payment shall not precede disbursement of Individual Class Payments and
10 Individual PAGA Payments.

11 15. The “Effective Date” is defined as the date by which both of the following have
12 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
13 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
14 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
15 (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline
16 for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
17 the day after the appellate court affirms the Judgment and issues a remittitur.

18 16. In addition to any recovery Plaintiffs may receive under the Settlement, and in
19 recognition of Plaintiffs’ efforts on behalf of the Settlement Class, the Court hereby approves
20 payment from the Gross Settlement Amount of Class Representative Service Payments to Plaintiffs
21 David Eichner and Leslie Marie Quist Cantrelle in the amount of \$5,000.00 to each plaintiff
22 (\$10,000.00 total).

23 17. The Court approves payment from the Gross Settlement Amount for civil penalties
24 under PAGA in the amount of \$15,000.00 with the LWDA to receive 75% (\$11,250.00), and the
25 remaining 25% (\$3,750.00) to be distributed to Aggrieved Employees, defined as all non-exempt,
26 hourly individuals that worked for Defendant in California any time from June 21, 2022 through
27 the date the Court issues an order granting preliminary approval of the settlement (January 29,
28 2026). The Court finds and determines that such payment is fair, reasonable, and appropriate.

1 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of \$91,666.67, and the reimbursement of litigation costs in the
3 amount \$24,919.06. Both are reasonable amounts. The reasonableness of the fee award is
4 determined based on a reasonable percentage of the common fund obtained for the Class. The
5 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
6 efficient litigation practices and reflects the actual benefit obtained for the Class.

7 19. The Court approves payment from the Gross Settlement Amount for settlement
8 administration services in the amount of \$6,290.00 to the Settlement Administrator, Apex Class
9 Action.

10 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
11 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
12 Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator
13 will distribute the funds represented by the check to the California State Controller's Office,
14 Unclaimed Property Division, in the name of the Class Member.

15 21. Effective on the date when Defendant fully funds the Gross Settlement Amount
16 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
17 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as
18 follows:

19 (a) Released Class Claims: "All Participating Class Members will release all
20 claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably
21 been alleged based on the facts alleged in the operative Complaint. The Released Class Claims
22 are those that accrued during the Class Period."

23 (b) Released PAGA Claims: "All Aggrieved Employees will release all claims
24 for PAGA civil penalties that are alleged or reasonably could have been alleged based on the
25 facts alleged in the operative Complaint and/or the operative PAGA notice letter to the LWDA.
26 The Released PAGA Claims are those that accrued during the PAGA Period."

27 22. "Released Parties" means Defendant.

28 23. The Parties and Administrator are hereby ordered to comply with the terms of the

1 Settlement.

2 24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
3 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
4 Approval of Class Action and PAGA Settlement.

5 25. Without affecting the finality of this order in any way, pursuant to California Code
6 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
7 interpretation, administration, implementation, effectuation, and enforcement of this order and the
8 Settlement.

9 26. The Court hereby enters final judgment in accordance with the terms of the
10 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
11 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action
12 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action
13 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
14 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
15 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

16 27. A Settlement Compliance Hearing is set for _____, at _____ a.m/p.m. or a
17 date and time soon thereafter more convenient for the Court: _____, at
18 _____ a.m./p.m. in Department 3 of the above-captioned Court.

19 28. A final report from the Settlement Administrator indicating that disbursements were
20 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
21 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
22 no appearance will be required at the Settlement Compliance Hearing.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HONORABLE STEPHEN GIZZI
28 JUDGE OF THE SUPERIOR COURT