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7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10 JOSHUA ROJAS, on behalf of the State of
11 California and all Aggrieved Employees,

12 Plaintiff,

13 v.

14
15 INTEGRATED DISTRIBUTION
SYSTEMS, INC., a California
16 Corporation; DART ENTITIES, INC., a
Nevada Corporation; and DOES 1-100,
17 inclusive,

18 Defendants.
19

CASE NO. 24STCV04611

Assigned for All Purposes to:
Hon. Randolph M. Hammock
Dept. 49

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT

Date: February 27, 2026
Time: 8:30 a.m.
Dept.: 49

FILED
Superior Court of California
County of Los Angeles

02/27/2026

David W. Slayton, Executive Officer / Clerk of Court

By: D. Haro Deputy

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Brandon Brouillette in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about August 4, 2025, is the product
9 of arms-length negotiations between the parties and the terms of the Settlement Agreement are
10 fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement
11 Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the
12 parties to the Settlement Agreement to perform forthwith their respective duties and obligations
13 thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its
15 September 11, 2025 Order Granting Preliminary Approval, hereby is certified under California
16 Code of Civil Procedure Section 382 for purposes of settlement only. The Class includes all
17 current and former non-exempt employees of Defendant Integrated Distribution Systems, Inc.
18 ("IDS" or "Defendant") who worked in the State of California during the Class Period of
19 November 29, 2022, through May 5, 2025.

20 4. The Court adjudges all Participating Class Members, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release Released Parties from (i) all claims that were alleged, or
23 reasonably could have been alleged, based on the Class Period facts stated in the Operative
24 Complaint including, any and all claims involving any allegations for unpaid minimum and
25 overtime wages; meal period violations; rest period violations; failure to provide suitable resting
26 facilities; inaccurate wage statements; unlawful deductions; inaccurate records; violation of Labor
27 Code sections 2100-2112 (use of quotas); unreimbursed business expenses; reporting time pay
28 violations; violation of California Day of Rest Law; sick leave violations; seating violations;

1 failure to pay vested vacation/paid time off; failure to timely pay all wages upon separation of
2 employment; violation of Labor Code section 208 (final pay at the place of discharge); unlawful
3 agreements-unlawful criminal history inquiries; and violation of Labor Code section 432.6
4 (requiring waiver of meal periods as a condition of work); unfair competition. The foregoing
5 claims are based upon alleged violations of California Labor Code sections 201-204, 208, 210,
6 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233-234, 245-248.6, 256, 432, 432.5, 432.6,
7 432.7, 510, 511, 512, 551-553, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
8 1198, 1198.5, 1199, 2100-2112, 2802, 2804, 2810.5, and the applicable Wage Orders (Cal. Code
9 of Regs., tit. 8, sections 11040 and 11170). Except as set forth in Section 5.3 of the Settlement
10 Agreement, Participating Class Members do not release any other claims, including claims for
11 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, social security, workers' compensation, or claims based on
13 facts occurring outside the Class Period.

14 5. The Court further adjudges that all Aggrieved Employees are deemed to release,
15 on behalf of themselves and their respective former and present representatives, agents, attorneys,
16 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
17 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
18 facts stated in the Operative Complaint, and the PAGA Notice including any and all claims for
19 PAGA penalties involving any allegations for unpaid minimum and overtime wages; meal period
20 violations; rest period violations; failure to provide suitable resting facilities; inaccurate wage
21 statements; unlawful deductions; inaccurate records; violation of Labor Code sections 2100-2112
22 (use of quotas); unreimbursed business expenses; reporting time pay violations; violation of
23 California Day of Rest Law; sick leave violations; seating violations; failure to pay vested
24 vacation/paid time off; failure to timely pay all wages upon separation of employment; violation
25 of Labor Code section 208 (final pay at the place of discharge); unlawful agreements-unlawful
26 criminal history inquiries; and violation of Labor Code section 432.6 (requiring waiver of meal
27 periods as a condition of work). The foregoing claims for PAGA penalties are based upon alleged
28 violations of California Labor Code sections 201-204, 208, 210, 216, 218.5, 221-223, 225.5, 226,

226.6, 226.7, 227.3, 233-234, 245-248.5, 256, 432, 432.5, 432.6, 432.7, 510, 511, 512, 551-553, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2802, 2804, 2810.5, and the applicable Wage Orders (Cal. Code of Regs., tit. 8, sections 11040 and 11170).

6. The Settlement Administrator is ordered to distribute to the Participating Settlement Class Members and to the Aggrieved Employees their respective settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

7. The Court further orders that the Class Members be provided with notice of this Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Order and Judgment on its website for a minimum of sixty (60) days.

8. The Court approves an award of attorney's fees to Class Counsel in the amount of \$104,166.66, and an award of costs and expenses in the amount of \$15,738.04. Such amounts shall be paid as provided in the Settlement Agreement.

9. The Court approves a service payment to plaintiff and Class Representative Joshua Rojas in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such payment consistent with the terms of the Settlement Agreement.

10. The Settlement Agreement provides the Settlement Administrator, Phoenix Settlement Administrators shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As set forth in the Declaration of Taylor Mitzner, the Settlement Administrator is owed \$8,250.00 for services rendered and to be rendered in administering the settlement. The Court therefore orders that Phoenix be paid the amount of \$8,250.00 from the Gross Settlement Amount consistent with the terms of the Class Settlement Agreement.

11. The Court approves PAGA penalties in the amount of \$30,000, to be paid from the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying PAGA. \$22,500.00 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the remainder of \$7,500.00 will be distributed to the Aggrieved Employees

1 consistent with the terms of the Settlement Agreement and PAGA.

2 12. The Court sets a non-appearance Compliance Hearing for February 26, 2027, at
3 8:30 am in Department 49 of the Los Angeles Superior Court. Plaintiff is ordered to file a
4 compliance report at least ten (10) court days before the Compliance Hearing.

5 13. Under California Rule of Court 3.769(h), without affecting the finality of this
6 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
7 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
8 judgment contemplated becomes effective and each and every act agreed to be performed by the
9 parties has been performed under the terms of the Settlement Agreement; (2) any other action
10 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
11 enforcement, construction, and interpretation of the Settlement Agreement.

12 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
13 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
14 This Order is not a finding of the validity or invalidity of any claims in this action or a
15 determination of any wrongdoing by any party. The final approval of the parties' settlement will
16 not constitute any opinion, position or determination of this Court as to the merits of the claims or
17 defenses of any party.

18 15. Judgment is hereby entered as follows: Plaintiff Joshua Rojas and the Participating
19 Class Members, consisting of all current and former non-exempt employees of Defendant IDS
20 who worked in the State of California during the Class Period of November 29, 2022, through
21 May 5, 2025, who have not otherwise opted out, shall take nothing from Defendant, except as set
22 forth in the Settlement Agreement.

23 16. The Court shall retain jurisdiction over the parties to interpret, implement and
24 enforce this Judgment.

25 IT IS SO ORDERED AND ADJUDGED.

26 Dated: 02/27/2026
27 _____



28 _____
Judge of the Superior Court

Randolph M. Hammock / Judge