

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Peter J. Gutierrez and the Class

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAIME ORANTES, PETER J. GUTIERREZ,
individually and on behalf of others similarly
situated and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; UNIVAR
SOLUTIONS INC., a Delaware corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV26851

Honorable William F. Highberger
Department SS10

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: June 10, 2026
Time: 11:00 a.m.
Dept.: SS10

Complaint Filed: November 1, 2023
FAC Filed: October 17, 2025
Trial Date: Not Set

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Malcolm E. Clayton, Esq. (SBN 340680)
4 Alexander J. Aroeste, Esq. (SBN 361503)

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Boulevard, Suite 200

Beverly Hills, California 90211

Telephone: (310) 432-0000

Facsimile: (310) 432-0001

Email: jlavi@lelawfirm.com

vgranberry@lelawfirm.com

mclayton@lelawfirm.com

aaroeste@lelawfirm.com

Attorneys for Plaintiff Peter J. Gutierrez and the Class

1 Plaintiff Peter J. Gutierrez’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
3 Representative Service Payment, and Administration Expenses Payment came before this Court on
4 **June 10, 2026 at 11:00 a.m.** before the Honorable William F. Highberger in Department SS10 of the
5 above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
6 California 90012.

7 Having received and considered the Class Action and PAGA Settlement Agreement
8 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
9 PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
10 Representative Service Payment, and Administration Expenses Payment (“Motion”), the supporting
11 papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose and Alexander J.
12 Aroeste), the Class Representative (Peter J. Gutierrez), and the Administrator (Kevin Lee on behalf of
13 Phoenix Settlement Administrators), and the evidence and argument received by the Court in
14 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
15 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
16 MAKES THE FOLLOWING DETERMINATION:

17 1. This Order incorporates by reference the definitions in the Settlement Agreement
18 attached as Exhibit 1 to the Declaration of Alexandra Rose submitted in support of Plaintiff’s Motion,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 2. This Court has jurisdiction over the subject matter of the above-captioned action and
22 over Plaintiff and Defendants Univar Solutions USA Inc. and Univar Solutions Inc. (together,
23 “Defendants”) (collectively, with Plaintiff, the “Parties”), including all members of the Class.

24 3. The Court finds that the following Class is properly certified as a class for settlement
25 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
26 Defendants in the State of California at any time during the Class Period.” The “Class Period” is
27 defined as the period from June 22, 2022 to June 1, 2025.

28 ///

1 4. “Aggrieved Employee(s)” means all current and former hourly-paid and/or non-exempt
2 employees who worked for Defendants in the State of California at any time during the PAGA Period.
3 The “PAGA Period” is defined as the period from August 28, 2022 to June 1, 2025.

4 5. The Court appoints Plaintiff Peter J. Gutierrez as the Class Representative for
5 settlement purposes only.

6 6. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
7 Rose, and Jared C. Osborne of Blackstone Law, APC, and Joseph Lavi, Jovahn Wiggins, Alexander
8 J. Aroeste, and Vincent Granberry of Lavi & Ebrahimian, LLP as Class Counsel for settlement
9 purposes only.

10 7. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
11 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
12 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
13 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
14 constitutes the best notice practicable under the circumstances, by providing individual notice to all
15 Class Members who could be identified through reasonable effort, and by providing due and adequate
16 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
17 Notice fully satisfied the requirements of due process. No Class Members submitted requests to be
18 excluded from the Settlement.

19 8. The Court finds the Settlement was entered into in good faith, that the Settlement is
20 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
21 requirements for final approval of this class action settlement under California law, including the
22 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
23 3.769.

24 9. The Settlement Agreement is not an admission by Defendants, or by any other Released
25 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
26 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
27 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
28 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever

1 by or against Defendants or any of the other Released Parties.

2 10. The Court finds that no Class Members have validly and timely opted out of the
3 Settlement and no Participating Class Members have objected to the Class Settlement.

4 11. In addition to any recovery that Plaintiff may receive under the Settlement, and in
5 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
6 the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the amount of
7 \$10,000.00.

8 12. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
9 to Class Counsel in the sum of \$296,666.67 and reimbursement of actual litigation costs and expenses
10 to Class Counsel in the sum of \$24,568.91. The attorneys' fees and reimbursement of litigation costs
11 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
12 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
13 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
14 obtained for the Class.

15 13. The Court approves and orders payment from the Gross Settlement Amount in the
16 amount of \$9,500.00 to Phoenix Settlement Administrators for performance of settlement
17 administration services.

18 14. The Court approves and orders payment in the amount of \$30,000.00 to the California
19 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
20 PAGA Penalties.

21 15. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
22 Defendants will deposit the Gross Settlement Amount into an account established by the
23 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

24 16. It is hereby ordered that within fourteen (14) calendar days after Defendants fund the
25 Gross Settlement Amount, the Administrator will distribute the Individual Class Payments to
26 Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Class Counsel
27 Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative
28 Service Payment to Plaintiff, LWDA PAGA Payment to the LWDA, and Administration Expenses

1 Payment to itself.

2 17. Each Individual Class Payment and Individual PAGA Payment check will be valid and
3 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
4 thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by
5 the Administrator to the California Controller's Unclaimed Property Fund in the name of the
6 Participating Class Member and/or Aggrieved Employee.

7 18. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
8 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
9 Participating Class Members, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
11 Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class
12 Period facts stated in the Operative Complaint, including but not limited to any and all claims for: (1)
13 failure to pay wages including minimum and overtime wages, (2) failure to provide meal periods, (3)
14 failure to provide rest periods, (4) failure to timely pay wages during employment, (5) failure to timely
15 pay final wages upon discharge, (6) failure to provide accurate, itemized wage statements, (7) failure
16 to maintain payroll records, (8) failure to reimburse business expenses, and (9) unfair business
17 practices pursuant to California Business and Professions Code § 17200 *et seq.* (collectively,
18 "Released Class Claims"). Except for the Released PAGA Claims, Participating Class Members do
19 not release any other claims, including claims for vested benefits, wrongful termination, violation of
20 the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
21 compensation, or claims based on facts occurring outside the Class Period.

22 19. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
23 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
24 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
25 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
27 based on the PAGA Period facts stated in the Operative Complaint and PAGA Notice, including but
28 not limited to violations of or based on the following California Labor Code sections: 201, 202, 203,

204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802 (collectively, “Released PAGA Claims”).

20. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff fully releases and forever discharges Defendants and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney’s fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to his employment with Defendants or the Operative Complaint, including but not limited to (1) the Operative Complaint and any claims arising out of or related to the Operative Complaint, (2) any claims under federal, state, or local law for or relating to wages, benefits, compensation, vacation, or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code or applicable wage order(s), (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family Rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Operative Complaint or their employment or termination thereof with Defendants, and (5) and any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law, (4) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, and (5) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or PAGA Notice (“Plaintiff’s Release”). The Plaintiff’s Release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,

1 nonetheless, that the Plaintiff's Release shall be and remain effective in all respects, notwithstanding
2 such different or additional facts or Plaintiff's discovery of them. For purposes of the Plaintiff's
3 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of
4 section 1542 of the California Civil Code, which reads:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
6 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
7 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
8 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

9 21. "Released Parties" means Defendants and each of their former and present directors,
10 officers, members, managers, agents, representatives, partners, shareholders, administrators, parent
11 companies, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
12 subsidiaries, and affiliates, including but not limited to Univar Solutions USA LLC.

13 22. This Court shall retain jurisdiction with respect to all matters related to the
14 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
15 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
16 Settlement and the determination of all controversies relating thereto.

17 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
18 posting a copy of this Order and Judgment on the Administrator's website for a period of at least sixty
19 (60) calendar days after the date of entry of this Order and Judgment.

20 24. A Non-Appearance Case Review re: Final Report is set for
21 _____ at _____ in Department SS10 of this Court located at
22 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Administrator
23 shall file a Final Report by _____.

24 **IT IS SO ORDERED.**

25 Dated: _____

Honorable William F. Highberger