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21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

23 MARVA WELLS, as an individual and on
24 behalf of all others similarly situated,

25 Plaintiffs,

26 v.

27 DHL EXPRESS (USA), INC., an Ohio
28 corporation; MARCUS LEWIS, an
individual; MATT CHAPPARRO, an
individual; and DOES 1 through 50,
inclusive.

Defendants.

CASE NO: BC 714 127
[Unlimited Jurisdiction]

*Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Dept. SS-12*

**~~[PROPOSED]~~ ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 10, 2019
Time: 11:00 a.m.
Dept.: SS-12

Complaint Filed: 03/14/18
FAC Filed: 04/12/18
Trial Date: None Set

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

DEC 10 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: , Deputy
Lori M'Greene

1 This matter having come before this Court for hearing on December 10, 2019 at 11:00 a.m.
2 on Plaintiff Marva Well's ("Named Plaintiff") unopposed Motion for Final Approval of Class
3 Action Settlement, as set forth in the Stipulation of Class Action and PAGA Settlement (hereafter
4 "Stipulation" or "Settlement Agreement") between Plaintiff and Defendant DHL Express (USA),
5 Inc. ("Defendant") (collectively, the "Parties"), pursuant to the Order Granting Preliminary
6 Approval of Class Action Settlement ("Preliminary Approval Order"), adequate notice having been
7 given as required in said Order, and the Court having considered all papers filed and proceedings
8 had herein, and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED
9 THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Named Plaintiff and a review of the applicable
12 law, the Court finds that the Gross Settlement Amount of \$1,215,000.00 and the terms set forth in
13 the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is
14 hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified
15 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
16 them in the Settlement Agreement and the Notice of Settlement of Class Action Lawsuit ("Class
17 Notice").

18 The Court has determined that the Class Notice provided to the Class pursuant to the
19 Preliminary Approval Order fully and accurately informed all Class Members of the material
20 elements of the proposed Settlement, constituted the best notice practicable under the
21 circumstances, and constituted valid, due and sufficient notice to all Class Members.

22 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
23 reasonable and adequate in all respects, determines that the Settlement was made in good faith and
24 in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance
25 with the terms of the Settlement Agreement. The Court further finds that the Settlement was the
26 result of arm's-length negotiations and a full day of mediation conducted after Class Counsel had
27 thoroughly and adequately investigated the claims and became familiar with the strengths and
28 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,

1 and the assistance of an experienced mediator in the settlement process, among other factors.
2 support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts
3 agreed to be paid by Defendant, including the Net Settlement Payments to be paid to Settlement
4 Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts
5 of this case.

6 The Court hereby grants final approval of attorneys' fees in the amount of \$405,000.00 that
7 will be paid as follows: (1) \$135,000 to Kesselman, Brantly & Stockinger, LLP; (2) \$135,000 to
8 Polaris Law Group, LLP; and (3) \$135,000 to Hyun Legal, APC.

9 The Court hereby grants final approval of attorneys' costs in the amount of \$10,131.08 to
10 Class Counsel that will be paid as follows: (1) \$1,665.18 to Kesselman, Brantly & Stockinger, LLP;
11 (2) \$7,278.40 to Polaris Law Group, LLP; and (3) \$1,187.50 to Hyun Legal, APC.

12 *finds that the fee award is justified in light of the benefit obtained for the class.*
13 The Court hereby grants final approval of an enhancement award in the amount of \$2,500.00
14 to Named Plaintiff, in addition to her share of the Net Settlement Payment as a Settlement Class
15 Member, for Named Plaintiff's time and effort serving as the Class Representative.

16 The Court also hereby approves payment of \$18,370.00 to Phoenix Settlement
17 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
18 render in administering the Settlement as described more fully in the Settlement Agreement.

19 Pursuant to the Private Attorneys General Act ("PAGA"), Labor Code Section 2698, *et seq.*,
20 the Court also hereby approves payment of \$37,500.00 to the California Labor & Workforce
21 Development Agency ("LWDA") for LWDA's share of penalties pursuant to Labor Code § 2699(i).
22 The \$37,500.00 payment constitutes the 75% allocation to the LWDA of the total amount of
23 \$50,000.00 allocated to PAGA penalties, with 25%, or \$12,500 being allocated to the Net
24 Settlement Amount.

25 The Court hereby finds that the Class Notice and all related documents have been mailed to
26 all Class Members as previously ordered by the Court, and that such Class Notice fairly and
27 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
28 Members could object to or participate in the Settlement, and the manner in which Class Members
could opt out of the Class; was the best notice practicable under the circumstances; was valid, due

1 and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
2 due process and all other applicable laws. The Court further finds that a full and fair opportunity
3 has been afforded to Class Members to participate in the proceedings convened to determine
4 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
5 Court hereby determines that all Class Members who did not file a timely and proper request to be
6 excluded from the Settlement are bound by this Order.

7 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
8 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product of
9 good faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties, is
10 supported by an evidentiary record, experienced and qualified Class Counsel and involvement of an
11 experienced mediator, and all Settlement Class Members, and confers a significant financial benefit
12 to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial and the risks
13 of continued litigation. The Court further finds that the Settlement Agreement is consistent with
14 public policy, and fully complies with all applicable provisions of law, including the provisions of
15 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The
16 nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement,
17 the allocation of settlement proceeds among the Settlement Class Members and the fact that a
18 settlement represents a compromise of the Parties' respective positions rather than the result of a
19 finding of liability at trial all support the Court's decision granting final approval. The following
20 factors also support the decision granting final approval: the risk, expense, complexity and likely
21 duration of further litigation; the risk of attaining and maintaining class action status throughout the
22 proceedings; and the extent of discovery completed and the stage of the proceedings.

23 The reaction of the Class Members to the proposed Settlement further supports the Court's
24 decision granting final approval. There are no requests for exclusion from the Settlement. Also, no
25 objections have been submitted to the Settlement by any of the Class Members.

26 Phoenix Settlement Administrators shall calculate and administer from the Settlement
27 Amount the following, all of which shall be deducted from the \$1,215,000.00 Gross Settlement
28 Amount: Net Settlement Payments to be made to the Settlement Class Members; Attorneys' Fees

1 and Expenses to Class Counsel; Enhancement Award to the Named Plaintiff; and PAGA payment
2 to the LWDA. Phoenix Settlement Administrators is hereby directed to mail the Individual
3 Settlement Payments and take all other actions in furtherance of the settlement administration as
4 specified in the Settlement Agreement.

5 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
6 Settlement Agreement and in the Class Notice, are approved. As set forth in the Settlement
7 Agreement, by operation of the entry of this Order and Judgment and pursuant to the Settlement,
8 Named Plaintiff and all members of the Settlement Class waive, release, discharge, and promise
9 never to assert in any forum any and all wage-related claims against Defendant, its respective
10 subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors, shareholders,
11 employees, attorneys, agents, assigns, insurers, re-insurers, of any of them, that were alleged in the
12 Litigation for the Class Period or claims which arise out of facts asserted in the Litigation for the
13 Class Period, including but not limited to: unpaid wages, unpaid overtime and unpaid double time
14 wages and associated penalties, including claims related to incentive compensation; wage statement
15 violations and penalties; separation pay violations and penalties; unfair and unlawful business
16 practices; and PAGA penalties.

17 By means of this Final Approval Order, final judgment is entered, as defined in section 577
18 of the California Code of Civil Procedure, binding each Settlement Class Member and operating as
19 a full release and discharge of Released Claims. All rights to appeal this Order or the Judgment
20 have been waived except as specifically permitted in the Settlement Agreement.

21 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
22 obligations under the Settlement or under this Order.

23 Settlement Class Members shall have one-hundred eighty (180) days from the date of
24 issuance of the check to negotiate the check. Funds represented by Net Settlement Payment checks
25 returned as undeliverable and/or checks remaining un-cashed for more than 180 days after issuance
26 will be tendered to the Justice Gap Fund.

27 ~~A compliance hearing is set for _____, 2020 at _____ a.m./p.m. in~~
28 ~~Department 12 of the above-referenced Court. At least five (5) days prior to the compliance hearing.~~

1 The Settlement Administrator will provide a written declaration under oath to certify the total
2 amount that was paid to all class members, the amounts representing the uncashed and/or
3 undeliverable checks, and provide information as to the distribution of the un-cashed funds to be
4 tendered to the Justice Gap Fund by Aug. 27, 2019. On that date counsel
5 also shall file a proposed amended judgment pursuant to CE
6 Without affecting the finality of the Judgment in any way, the Court reserves exclusive and
7 continuing jurisdiction over the action and the Parties for purposes of supervising the
8 implementation, enforcement, construction, administration and effectuation of the Settlement
9 Agreement.

10 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
11 comply with the terms of the Settlement Agreement.

12 Notice of entry of this Order and Judgment will be available on the Settlement
13 Administrator's website.

14 **IT IS SO ORDERED AND ADJUDGED.**

15 DATED: Dec. 10, 2019

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17 Honorable Carolyn B. Kuhl
18 Judge of the Superior Court
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