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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 08 2026

BY: 
Veronica Gruz, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARKELY LEWIS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARVATO DIGITAL SERVICES, LLC; and
DOES 1 through 10, inclusive,

Defendants .

Case No.: CIVSB2413083

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Plaintiff, the
Declaration of Elizabeth Botero-Bravo, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: September 8, 2026
Time: 8:30 a.m.
Dept.: S32
Judge: Hon. Wilfred J. Schneider, Jr.

Action Filed: May 6, 2024
Trial Date: Not Set

~~**PROPOSED**~~ **FINAL APPROVAL ORDER**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On March 5, 2026, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Markely Lewis ("Plaintiff") and Defendant Arvato USA LLC, formerly known as Arvato Digital Services, LLC ("ADS" or "Defendant") (together with Plaintiff, the "Parties"), in accordance with the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"). The Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administrator Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval came before Department S32 of this Court, the Honorable Wilfred J. Schneider, Jr presiding, on September 8, 2026.

3. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections and opt-outs from the
8 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final Approval and
9 **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (“Class
11 Members”): all persons currently or formerly employed by Defendant in the State of California as
12 hourly paid, non-exempt employees from September 18, 2020, to September 21, 2025.

13 5. The release of the Released PAGA Claims shall bind the following individuals
14 (“Aggrieved Employees”): all persons currently or formerly employed by Defendant in the State of
15 California as hourly paid, non-exempt employees from February 29, 2023, to September 21, 2025.

16 6. The Court finds that Plaintiff has exhausted all administrative remedies required to
17 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
18 with respect to the PAGA claims being released under the Settlement. The Court further finds that
19 pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
20 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
21 therefore bound by this Final Approval Order.

22 7. The deadline to submit a Request for Exclusion or written Objection to the Settlement
23 was June 2, 2026. Class Members who received a remailed Class Notice had an extended deadline
24 of June 16, 2026.

25 8. No Requests for Exclusion were received. Accordingly, all 310 Class Members are
26 Participating Class Members and are bound by this Final Approval Order and the accompanying
27 Judgment.

28 9. The Court finds that a full opportunity has been afforded to Class Members to object

1 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
2 opportunity to object to the Settlement. No written Objections were received, and no Class Members
3 appeared at the Final Approval Hearing to present any Objections.

4 10. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
5 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
6 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
7 practicable under the circumstances, by providing individual and adequate notice of the proceedings
8 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
9 requirements of due process and provided the Class Members with adequate instructions and a variety
10 of means to obtain additional information.

11 11. Effective on the date when ADS fully funds the entire Gross Settlement Amount
12 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
13 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
14 follows:

15 a. "Released Parties" means Defendant and each of its past, present, and future
16 subsidiaries, parents, affiliated and related companies, divisions, successors,
17 predecessors, or assigns, and their past, present, and future officers, directors,
18 shareholders, partners, agents, insurers, employees, advisors, accountants,
19 representatives, trustees, heirs, executors, administrators, predecessors,
20 successors, or assigns.

21 b. Plaintiff's Release. Plaintiff and his respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns
23 generally, release and discharge Released Parties from all claims, transactions, or
24 occurrences that occurred during the Class Period, including, but not limited to:
25 (a) all claims that were, or reasonably could have been, alleged, based on the facts
26 contained, in the Operative Complaint and (b) all PAGA claims that were, or
27 reasonably could have been, alleged based on facts contained in the Operative
28 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and

1 released under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not
2 extend to any claims or actions to enforce this Agreement, or to any claims for
3 vested benefits, unemployment benefits, disability benefits, social security
4 benefits, workers' compensation benefits that arose at any time, or based on
5 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
6 discover facts or law different from, or in addition to, the facts or law that Plaintiff
7 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
8 shall be and remain effective in all respects, notwithstanding such different or
9 additional facts or Plaintiff's discovery of them.

10 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

11 For purposes of Plaintiff's Release, Plaintiff expressly waives and
12 relinquishes the provisions, rights, and benefits, if any, of section 1542
13 of the California Civil Code, which reads: A general release does not
14 extend to claims that the creditor or releasing party does not know or
15 suspect to exist in his or her favor at the time of executing the release,
16 and that, if known by him or her, would have materially affected his or
17 her settlement with the debtor or Released Party.

18 c. Release by Participating Class Members: All Participating Class Members, on
19 behalf of themselves and their respective former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, release Released
21 Parties from all claims that were alleged, or reasonably could have been alleged,
22 based on the Class Period facts stated in the Operative Complaint and ascertained
23 in the course of the Action. Except as set forth in Section 5.3 of this Agreement,
24 Participating Class Members do not release any other claims, including claims for
25 vested benefits, wrongful termination, violation of the Fair Employment and
26 Housing Act, unemployment insurance, disability, social security, workers'
27 compensation, or claims based on facts occurring outside the Class Period.

28 d. Release by Participating and Non-Participating Class Members Who Are

1 Aggrieved Employees: All Participating and Non-Participating Class Members
2 who are Aggrieved Employees are deemed to release, on behalf of themselves
3 and their respective former and present representatives, agents, attorneys, heirs,
4 administrators, successors, and assigns, the Released Parties from all claims for
5 PAGA penalties that were alleged, or reasonably could have been alleged, based
6 on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice,
7 and ascertained in the course of the Action.

8 12. The Parties shall bear their own respective attorneys' fees and costs, except as
9 otherwise provided for in the Settlement and approved by the Court.

10 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
11 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
12 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
13 the Court authorizes the Administrator to calculate and pay individual settlement shares in
14 accordance with the terms of the Settlement.

15 14. Defendant shall fully fund the Gross Settlement Amount (**\$715,000.00**), and also fund
16 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
17 the Administrator no later than thirty (30) calendar days after the Effective Date.

18 15. No later than 14 days after Defendant fully funds the Gross Settlement Amount, the
19 Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, the
20 LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
21 Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

22 16. A total amount of \$40,000.00 shall be allocated as the "PAGA Penalties," payable
23 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
24 follows: 65% (**\$26,000.00**) to the LWDA ("the LWDA PAGA Payment") and 35% (**\$14,000.00**) to
25 Aggrieved Employees (the "Individual PAGA Payments").

26 17. The Court finds Plaintiff has adequately represented the Class and therefore confirms
27 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
28 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved

1 Employee, the Court approves and orders a service award to Plaintiff in the amount of **\$7,500.00** (the
2 “Class Representative Service Payment”), payable from the Gross Settlement Amount, for his
3 significant contributions and participation throughout all stages of the litigation, for the risks and
4 duties attendant to his role as the Class Representative, and for his release of claims against the
5 Released Parties.

6 18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
7 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
8 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
9 adequately represented Class interests. The Court approves and orders the payments to Class
10 Counsel, payable from the Gross Settlement Amount, of **\$238,333.33** for reasonable attorneys’ fees
11 (the “Class Counsel Fees Payment”), and **\$23,027.19** for reimbursement of out-of-pocket costs (the
12 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
13 considering the benefits provided to the Class.

14 19. The Court confirms the appointment of Apex Class Action, LLC, as the
15 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
16 the payment to the Settlement Administrator of **\$6,990.00** (the “Administration Expenses Payment”),
17 payable from the Gross Settlement Amount, for settlement administration.

18 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
19 of the 180-day check-cashing deadline, should any Individual Class Payment or Individual PAGA
20 Payment checks remain uncashed and be cancelled after the void date, the Administrator shall
21 transmit the funds represented by those checks to the California Controller’s Unclaimed Property
22 Fund in the name of each Class Member who failed to cash the check prior to the void date.

23 21. In accordance with California Rule of Court 3.771(b), notice of the concurrently
24 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
25 on its website for no less than ninety (90) calendar days following entry thereof.

26 22. This Final Approval Order and the concurrently filed Judgment are intended to be a
27 final disposition of the Action in its entirety and are intended to be immediately appealable.

28 23. The obligations set forth in the Settlement are deemed part of this Final Approval

1 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
2 carry out the Settlement according to its terms and provisions.

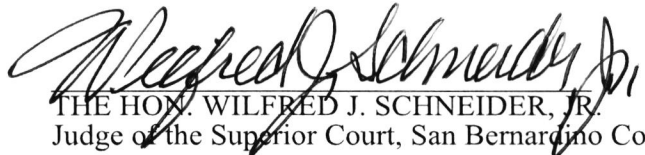
3 24. Following entry of the concurrently filed Judgment, and without affecting the finality
4 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
5 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
6 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
7 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
8 by law.

9 25. The Settlement is finally approved but is not an admission by Defendant of the
10 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
11 law. Neither the Settlement nor any related document shall be offered or received in evidence in
12 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
13 necessary to consummate or enforce the Settlement.

14 26. The Court sets a Compliance Hearing re: Distribution on 9/8/2027 at
15 8:30a in Department S32. Class Counsel are ordered to file a final report and declaration
16 by the Administrator regarding settlement distribution no later than 10 days before. No
17 appearance will be required at the Compliance Hearing if the Administrator's declaration reports
18 that all the distributions under the Agreement are complete.

19 **IT IS SO ORDERED.**

20 DATE: 9/8/2026
21


22 THE HON. WILFRED J. SCHNEIDER, JR.
23 Judge of the Superior Court, San Bernardino County
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