

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JULIO MACHADO

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JULIO MACHADO

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

JULIO MACHADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC DRAYAGE SERVICES, LLC., a
Delaware limited liability company; and
DOES 1 through 100, inclusive,
Defendants.

Case No.: CIVSB2124879

*[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]*

[PROPOSED] FINAL JUDGMENT

Date: July 18, 2023
Time: 10:00 a.m.
Dept.: S-26

Action Filed: August 27, 2021
Trial: None set

1 This matter came on regularly for hearing before this Court on July 18, 2023, pursuant
2 to California Rule of Court 3.769 and this Court’s February 27, 2023 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Stipulation of Class Action and PAGA Settlement (herein “Settlement”)¹ and the
5 documents and evidence presented in support thereof, and the submissions of counsel, the Court
6 hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former Drivers of Defendant Pacific Drayage Services, LLC
11 who worked at any time in California from August 27, 2020 and January
12 28, 2022.

12 2. The Class Period is August 27, 2020 through January 28, 2022.

13 3. Plaintiff Julio Machado is hereby confirmed as Class Representative, and Scott
14 M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on February 27, 2023, and the notice
18 process has been completed in conformity with the Court’s Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Notice Packet (which
20 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
21 Individual Settlement Award) provided due and adequate notice of the proceedings and matters
22 set forth therein, informed Settlement Class members of their rights, and fully satisfied the
23 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
24 and due process.

25
26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, 1
2 class member has opted out of the Settlement, and that the 99.68% participation rate in the
3 Settlement supports final approval. The name of the valid opt out is Reza Maleki.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant deposit the Gross Settlement Amount of Three
17 Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) with Phoenix Settlement
18 Administrators, the Settlement Administrator, as provided for in the Settlement. Specifically,
19 the Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund
20 set up by the Settlement Administrator for the benefit of participating Settlement Class members
21 and PAGA Employees. Defendant agrees to deposit the Gross Settlement Amount with the
22 Settlement Administrator within thirty (30) calendar days after the “Effective Date” which is
23 defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on
24 behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an
25 objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of
26 any appeal that has been filed.

1 9. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 10. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
5 Julio Machado is appropriate for his risks undertaken and service to the Settlement Class. The
6 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 11. The Court finds that attorneys' fees in the amount of \$116,666.67 and litigation
9 costs of \$12,077.36 for Class Counsel, are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the
11 terms of the Settlement.

12 12. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 13. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
17 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
18 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
19 this payment to the LWDA in conformity with the terms of the Settlement.

20 14. Pursuant to the terms of the Settlement Agreement, each Settlement Award made
21 under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form
22 1099 issued to each Class Member and PAGA Employee.

23 15. The Court finds and determines that upon satisfaction of all obligations under the
24 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
25 have released the Released Claims as set forth in the Settlement, and will be permanently barred
26 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

1 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
2 every member of the Settlement Class, except Reza Maleki, will fully and forever completely
3 release and discharge Defendant, its past and present officers, directors, shareholders, managers,
4 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its
5 respective successors and predecessors in interest, subsidiaries, affiliates, parents, insurers and
6 attorneys, (collectively the “Released Parties”), from all claims, demands, rights, liabilities and
7 causes of action that were pled or could have been pled in the Complaints in the Action, that
8 arose during the Class Period defined above with respect to the following claims: (a) failure to
9 issue accurate, itemized wage statements; and (b) all claims for unfair business practices that
10 could have been premised on the facts, claims, causes of action or legal theories described above.

11 17. The time period for the release of the Released Claims against the Released
12 Parties shall be the same time period as the Class Period.

13 18. Upon the Effective Date of the Release, PAGA Employees, including Plaintiff,
14 will release and forever discharge the Released Parties from all claims, demands, rights,
15 liabilities and causes of action for civil penalties under California Labor Code Private Attorneys
16 General Act of 2004 which were pled in the letter to the Labor & Workforce Development
17 Agency (“LWDA”) dated August 27, 2021 and the Complaint in the Action, or which could have
18 been pled in the Complaints in the Action that arose during the PAGA Period pertaining to the
19 failure to provide accurate, itemized wage statements (collectively, “PAGA Released Claims”).

20 19. The PAGA Period and the time period of the PAGA Released Claims is defined
21 as the time period of August 27, 2020 through January 28, 2022.

22 20. In light of the Class Representative Service Award, Plaintiff agrees to release, in
23 addition to the Released Claims described above, all claims, whether known or unknown, under
24 federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff
25 understands that this release includes unknown claims, which includes waiving all rights and
26 benefits afforded by Section 1542 of the California Civil Code, which provides:

1 **A general release does not extend to claims which the creditor or**
2 **releasing party does not know or suspect to exist in his or her favor at**
3 **the time of executing the release and that, if known by him or her,**
4 **would have materially affected his or her settlement with the debtor or**
5 **released party.**

6 21. The releases identified herein will only be effective upon the date that Defendant
7 fully funds the Gross Settlement Amount.

8 22. This document shall constitute a final judgment pursuant to California Rule of
9 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
10 approval hearing, the court must make and enter judgment. The judgment must include a
11 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
12 judgment. The court may not enter an order dismissing the action at the same time as, or after,
13 entry of judgment.”

14 23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
15 Order, and this Judgment.

16
17 **JUDGMENT IS SO ENTERED.**

18
19 Dated: _____, 2023

Honorable David S. Cohn
Judge of the Superior Court