

ORIGINAL

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

AUG 27 2024

BY *Victoria Sanchez*
VICTORIA SANCHEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

STARLA HAGON and MICHAEL
JESPERSEN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

TRANSPORT CORPORATION OF
AMERICA, INC, a Minnesota Corporation;
ERIC ANSON, an individual; MELINDA
GREEN, an individual, and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2203409
[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]

~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT

Complaint Filed: February 14, 2022

Plaintiffs Starla Hagon and Michael Jespersen's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendants Transport Corporation of America, Inc., Eric Anson, and Melinda Green. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

FILED BY FAX

1 that the Settlement Agreement was entered by all parties in good faith, and the Settlement
2 Agreement is approved. Due and adequate notice having been given to the Class, and the Court
3 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
4 oral and written comments received regarding the proposed settlement, and having reviewed the
5 record in this Action, and good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

7 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
8 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter over this Action, Class
10 Representatives Starla Hagon and Michael Jespersen, the Class Members and Defendants.

11 3. For purposes of effectuating this Order and Judgment, this Court has certified the
12 following class: "all current and former truck drivers who, based on Defendant Transport
13 Corporation of America, Inc.'s (TCA) current records, had a primary residence in California and
14 who were employed by TCA, at any time during the Class Period of February 14, 2018, through
15 March 4, 2024." The Court deems this definition sufficient for purposes of California Rules of
16 Court, rule 3.765(a).

17 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all
18 current and former truck drivers who, based on TCA's current records, had a primary residence
19 in California and who were employed by TCA, at any time during the PAGA Period of February
20 9, 2021, through March 4, 2024."

21 5. The Court finds that the distribution of the Class Notice, as provided for in the
22 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
23 under the circumstances to all Class Members and fully met the requirements of California law
24 and due process under the California and United States Constitution. Based on evidence and
25 other material submitted, the actual notice to the class was adequate.

26 6. The Court finds that the instant Action presented a good faith dispute of the
27 claims alleged, and the Court finds in favor of settlement approval.

1 7. The Released Class Claims on behalf of the Participating Class Members
2 included:

3 All claims stated in the Complaint and those reasonably arising out of the
4 facts stated in the Complaint, that were or could have been pled under
5 local, state, or federal law reasonably arising out of or relating to the facts
6 alleged in the Complaint against the Released Parties for the duration of
7 the Class Period, including: (1) failure to pay minimum wages, (2) failure
8 to pay for nonproductive time under Labor Code 226.2, (3) failure to
9 reimburse business expenses, (4) failure to timely pay final wages, (5)
failure to provide accurate itemized wage statements, and (6) unfair and
unlawful competition. The time period governing the Released Class
Claims shall be the Class Period.

10 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

11 All claims for civil penalties under PAGA, that Plaintiffs alleged or could
12 have reasonably alleged against the Released Parties, on behalf of
13 Aggrieved Employees and the State of California, reasonably arising out
14 of or relating to the facts or claims alleged in the Complaint and the
15 relevant LWDA notice letters, including all PAGA claims seeking civil
16 penalties, attorneys' fees, and/or interest premised upon: (1) failure to pay
17 minimum wages, (2) failure to pay for nonproductive time under Labor
18 Code 226.2, (3) failure to reimburse business expenses, (4) failure to
19 timely pay wages each period, (5) failure to timely pay wages upon
20 separation of employment, (6) failure to provide accurate itemized wage
statements, and (7) all other claims for civil penalties recoverable under
the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on
the facts or claims alleged in the LWDA notice letters and Complaint.
The time period governing the PAGA Released Claims shall be the PAGA
Period. The PAGA Released Claims do not release any Aggrieved
Employees' claims for wages or statutory penalties.

21 9. There were no Objections to the Settlement, and no Requests for Exclusion.
22 Thus, all Class Members are Participating Class Members, who are entitled to an Individual
23 Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved
24 Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA
25 Penalties.

26 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
27 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
28 Parties are directed to perform in accordance with the terms set forth in the Settlement

1 Agreement.

2 11. The Parties are to bear their own costs, except as otherwise provided in the
3 Settlement Agreement.

4 12. With respect to the Class and for purposes of approving this Settlement, this Court
5 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
6 joinder of all members is impracticable; (b) there are questions of law or fact common to the
7 Class Members, and there is a well-defined community of interest among the Class Members
8 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
9 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
10 adequately protected the interests of the Class Members; (e) a class action is superior to other
11 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
12 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
13 Plaintiffs in their individual and representative capacity and for the Class.

14 13. By this Judgment, the Class Representatives shall release, relinquish, and
15 discharge, and each of the Participating Class Members shall be deemed to have, and by
16 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
17 discharged all Released Class Claims, as defined in the Settlement Agreement.

18 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
19 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
20 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
21 Participating Class Members as an admission of, or evidence of, the validity of any of the
22 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
23 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
24 Representatives or Participating Class Members as an admission of, or evidence of, any fault or
25 omission of Defendants or any of the other Released Parties in any civil, criminal, or
26 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
27 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
28 this Action in any other action that may be brought against it or them in order to support a

1 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
2 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
3 or similar defense or counterclaim.

4 15. The Settlement Amount to be paid under the Settlement Agreement is \$515,000.
5 From this amount, Class Counsel sought attorney's fees of \$171,666.66 and litigation expenses
6 of \$17,104.99, a Service Award to Class Representatives Starla Hagon and Michael Jespersen of
7 \$7,500 each, an Administrator Expenses of \$6,500 to Phoenix Settlement Administrators (the
8 "Settlement Administrator"), and \$37,500 to the LWDA for PAGA penalties and \$12,500 to the
9 Aggrieved Employees for PAGA Penalties. Defendants do not oppose these requests. In
10 addition, and concurrently with paying the Settlement Amount, Defendants shall separately pay
11 all employer payroll taxes owed on the wage portion of the Individual Class Payments, which
12 shall be reported through the Settlement Administrator. The Court finds that the Settlement
13 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
14 Settlement Amount:

15 A) \$171,666.66 to Class Counsel for attorney's fees;

16 B) \$17,104.99 to Class Counsel for litigation expenses;

17 C) \$7,500 each to Class Representatives Starla Hagon and Michael Jespersen
18 as a Service Award;

19 D) \$6,500 to the Settlement Administrator, Phoenix Settlement
20 Administrators;

21 E) \$37,500 to the LWDA.

22 F) \$12,500 to the Aggrieved Employees on a pro rata basis;

23 After deducting the foregoing payments from the Settlement Amount, the remainder shall
24 form the Net Settlement Amount payable to the Participating Class Members as set forth in the
25 Settlement Agreement and as calculated by the Settlement Administrator.

26 16. The Settlement Administrator is directed to calculate the Participating Class
27 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
28 Payments and issue all payments within in accordance with the Settlement Agreement and this

1 Order/Judgment.

2 17. Concurrently with mailing the settlement checks to the Participating Class
3 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
4 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
5 check for the Participating Class Members, noting the following: "Please be advised that on
6 [insert date], 2024, the Superior Court of California for the County of San Bernardino entered
7 Judgment in the case entitled *Hagon et al. v. Transport Corporation of America, Inc.*, pending in
8 Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2203409,
9 on behalf of all current and former truck drivers who, based on Defendant Transport Corporation
10 of America, Inc.'s (TCA) current records, had a primary residence in California and who were
11 employed by TCA, at any time during the Class Period of February 14, 2018, through March 4,
12 2024."

13 18. The Class Members shall have 180 days to negotiate the settlement check from
14 the date of issuance by the Settlement Administrator. In the event that a Participating Class
15 Member or Aggrieved Employee does not negotiate a check within this time period, the check
16 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
17 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
18 Office for the State of California in the name of the person.

19 19. The following dates shall govern for purposes of this implementing this
20 Order/Judgment:

21

22 August 27, 2024	The Final Order and Judgment is entered, and the Effective Date occurs.
23 24 September 16, 2024	Defendants shall fund the \$515,000 Settlement Amount to the Settlement Administrator, plus Defendants' share of employer-side taxes, as calculated by the Settlement Administrator.

25
26
27
28

1 2 3 4 5 6	Within 10 days after receipt of Payment (approximately September 26, 2024)	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for attorney's fees and costs, the Service Payment to the Class Representatives, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator expenses.
7 8	180 days after payment is issued (approximately March 25, 2025)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
9 10 11 12	April 24, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
13 14 15	Date: <u>8/27</u> , 2025 Time: 8:30 a.m.	Hearing re: status of disbursements.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated:

8/27/2025

Hon. ~~Jessica Morgan~~

C. Towns

Christian Towns