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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

12 CARRELL HAWKINS, individually, and on
13 behalf of others similarly situated,

14 Plaintiffs,

15 vs.

16 CATALYST FORWARD GROUP, a
17 corporation; US FOODS, INC., a corporation;
SHIFTABLEHR, an unknown business form;
18 DOES 1 through 50, inclusive,

19 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUN 16 2025

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

Case No. 30-2021-01197275-CU-OE-CXC

*Assigned for all purposes to the Honorable
William Claster, Dept. CX101*

CLASS ACTION

[REVISED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT; AND
JUDGMENT

Date: June 13, 2025
Time: 9:00 a.m.
Dept.: CX101

Complaint Filed: April 26, 2021
Trial Date: Not Set

Accompanying Documents: Notice of
Motion and Motion for Final Approval of
Class Action and PAGA Settlement
Agreement; Declaration of Matthew J.
Matern; and Declaration of Nick Castro of
ILYM Group, Inc.

PROPOSED ORDER

Plaintiff Carrell Hawkins' ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Motion") came regularly for hearing before this Court on June 13, 2025. Having considered (1) Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement Agreement; (2) the proposed Class Action and PAGA Settlement Agreement ("Settlement" or "Agreement"), attached as Exhibit 1 to the Declaration of Matthew J. Matern filed concurrently with the Motion; (3) the Memorandum Of Points And Authorities in support of the Motion; and (4) supporting declarations filed therewith, and Good Cause Appearing, the Court HEREBY ORDERS AS FOLLOWS:

1. For purposes of this Order and Judgment, the Court adopts all defined terms set forth in the Agreement. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendants Catalyst Forward Group and US Foods, Inc. ("Defendants"), including the division of those funds, as provided for by the Agreement, are fair and reasonable under the facts of this case.

2. The Court finds that the Settlement was made and entered into in good faith, was the result of arm's-length negotiations conducted with the assistance of an experienced mediator and therefore approves the Settlement as fair, adequate and reasonable to all Class Members.

3. Solely for purposes of effectuating the Settlement, the Court has certified a Class defined as "all persons who, at any time between April 26, 2017 and November 11, 2023, worked in the State of California as a non-exempt employee of Defendant US Foods, Inc. or as a non-exempt employee of Defendant Catalyst Forward Group assigned to work at any US Foods locations in the State of California."

4. In accordance with the Agreement, Judgment shall be entered in this action against Defendants Catalyst Forward Group and US Foods, Inc. ("Defendants") in the amount

1 of \$4,500,000.00 plus Defendants' share of payroll taxes owed on the Wage Portion of the
2 Individual Class Payments, which shall be paid separately from and in addition to this Gross
3 Settlement Amount.

4 5. The Court approves attorneys' fees to Matern Law Group, PC in the amount of
5 30% of the Gross Settlement Amount under the common fund doctrine, i.e., \$1,350,000.00, and
6 litigation costs in the amount of \$53,000.00.

7 ~~6. The Court finds that the requested attorneys' fees are reasonable based on the~~
8 ~~common fund doctrine and are also reasonable based on the lodestar method as a cross-check or~~
9 ~~with application of a 3.11 multiplier~~

10 7. The Court approves the PAGA Payment of \$200,000.00 with 75% payable to the
11 Labor & Workforce Development Agency ("LWDA") and 25% disbursed among the Aggrieved
12 Employees.

13 8. The Court approves the Class Representative Service Payment to Plaintiff in the
14 amount of \$5,000.00.

15 9. The Court approves the Administrative Costs to ILYM Group, Inc. in the amount
16 of \$33,750.00.

17 10. The Notice of Class Action Settlement and Hearing Date for Final Court Approval
18 provided to the Class Members conforms with the requirements of Code of Civil Procedure
19 section 382, Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, the
20 California and United States Constitutions, and any other applicable law, and constitutes the best
21 notice practicable under the circumstances, by providing due, adequate and individual notice to
22 all Class Members who could be identified through reasonable effort of the terms of the
23 Settlement, of the proceedings and terms of the Settlement and therefore satisfies the
24 requirements of due process. The Court further finds that a full and fair opportunity has been
25 afforded to Class Members to participate in the proceedings to determine whether the proposed
26 Settlement should be given final approval. Accordingly, the Court determines that all Class
27 Members who did not file a timely and proper request to be excluded from the Settlement are
28 bound by this Order.

- 1 11. The Court finds that no (0) Class Members have objected to the Settlement.
- 2 12. The Court finds that the following thirteen (13) Class Members have submitted a
- 3 valid request for exclusion and shall therefore be excluded from the settlement of
- 4 class claims: Orlando Bell, Mauricio Beltran, Tony Cordell, Florencio Cruz, Joseph
- 5 Elliott, Tisha Kramer, Juan Orozco, Apolonio Palomares, Ernest Ramos, Lilian
- 6 Rojas, Ruben Rosales Duran, Anthony Tagata and James Wilson.
- 7 13. No later than fourteen (14) days after the Effective Date (as defined in ¶ 1.18 of
- 8 the Agreement), the Settlement will be funded as follows:
- 9 a. Defendant Catalyst Forward Group will pay \$50,000 of the Gross Settlement
- 10 Amount and will pay the portion of employer payroll taxes due to Catalyst
- 11 Forward employees, as calculated by the Administrator.
- 12 b. Defendant US Foods, Inc. will pay \$4,450,000 of the Gross Settlement Amount.
- 13 And will pay the portion of employer payroll taxes due to US Foods, Inc.
- 14 employees, as calculated by the Administrator.
- 15 14. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the
- 16 Administrator will transmit the following payments from the Gross Settlement Amount:
- 17 a. All Individual Class Payments and all Individual PAGA Payments to the
- 18 respective Class Members and Aggrieved Employees.
- 19 b. The LWDA PAGA Payment of \$150,000.00 (75% of \$200,000.00
- 20 PAGA Penalties), payable to the LWDA;
- 21 c. The Class Representative Service Payment of \$5,000.00, payable to
- 22 Plaintiff;
- 23 d. The Administration Expenses Payment of \$33,750.00, payable to ILYM
- 24 Group, Inc.;
- 25 e. The Class Counsel Fees Payment of \$1,350,000.00 payable to Matern
- 26 Law Group, PC; and
- 27 f. The Class Counsel Litigation Expenses Payment of \$53,000.00, payable
- 28 to Matern Law Group, PC.

1 15. The Administrator will send checks for Individual Class Payments to all
2 Participating Class Members (including those for whom Class Notice was returned
3 undelivered). The Administrator shall send checks for Individual PAGA Payments to all
4 Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved
5 Employees (including those for whom the Class Notice was returned undelivered).

6 16. After 180 days from the mailing, the amount of any Individual Class Payment
7 check or Individual PAGA Payment check that has not been cashed will be transmitted by the
8 Settlement Administrator to the California State Controller's Unclaimed Property Fund in the
9 name of the Class Member or Aggrieved Employee to whom the check was issued.

10 17. Upon the funding of the Gross Settlement Amount and Defendants' share of
11 payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class
12 Members, Aggrieved Employees, the State of California, Plaintiff and Class Counsel will
13 release claims against all Released Parties as follows:

14 a. Release by Participating Class Members

15 All Participating Class Members, on behalf of themselves and their respective former and
16 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ^{will be} ~~release~~
bound by the releases set forth in the Settlement Agreement.
17 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
18 on the facts stated in the Operative Complaint, including but not limited to, claims for Failure to
19 Provide Required Meal Periods; Failure to Provide Required Rest Periods; Failure to Pay
20 Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay All Wages Due to Discharged
21 and Quitting Employees; Failure to Maintain Required Records; Failure to Furnish Accurate
22 Itemized Wage Statements; Failure to Indemnify Employees for Necessary Expenditures Incurred
23 in Discharge of Duties; Failure to Timely Pay Wages During Employment; and Unfair and
24 Unlawful Business Practices in violation of the Bus. & Prof. Code §§ 17200 et. seq., and any
25 alleged violations of Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 205,
26 205.5, 210, 218.5, 218.6, 221, 223, 225, 226, 226.2, 226.3, 226.7, 227.7, 432, 510, 512, 558,
27 558.1, 1028.3, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1198.5,
28 2800, 2802 and applicable IWC Wage Orders (including but not limited to IWC Wage Order No.

1 1-2001, §§ 3, 4, 7, 11, 12, 20 and Wage Order No. 4-2001, §§ 3, 7, 11, 12). Except as set forth in
2 ¶ 6.3 of the Agreement, Participating Class Members do not release any other claims for vested
3 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers' compensation, or claims based on
5 facts occurring outside the Class Period.

6 b. Release by Aggrieved Employees

WDC 7 All Aggrieved Employees will be ~~deemed to release, on behalf of themselves and their~~
8 ~~respective former and present representatives, agents, attorneys, heirs, administrators, successors,~~
9 ~~and assigns, the Released Parties from all claims for PAGA penalties for violations that were~~
10 ~~alleged, or reasonably could have been alleged, during the PAGA Period, based on the facts~~
11 ~~stated in the Operative Complaint and the PAGA Notice, including but not limited to claims for~~
12 ~~Failure to Provide Required Meal Periods; Failure to Provide Required Rest Periods; Failure to~~
13 ~~Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay All Wages Due to~~
14 ~~Discharged and Quitting Employees; Failure to Maintain Required Records; Failure to Furnish~~
15 ~~Accurate Itemized Wage Statements; Failure to Indemnify Employees for Necessary~~
16 ~~Expenditures Incurred in Discharge of Duties; Failure to Timely Pay Wages During Employment,~~
17 ~~and any alleged violations of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 204.2, 204.11, 205,~~
18 ~~205.5, 210, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.7, 432, 510, 512,~~
19 ~~558, 558.1, 1028.3, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199,~~
20 ~~1198.5, 2800, 2802, 2698, et seq. and applicable IWC Wage Orders (including but not limited to~~
21 ~~IWC Wage Order No. 1-2001, §§ 3, 4, 7, 11, 12, 20 and Wage Order No. 4-2001, §§ 3, 7, 11, 12),~~
22 ~~as well as all facts, theories, or claims for civil penalties that would be considered~~
23 ~~administratively exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the~~
24 ~~LWDA. Aggrieved Employees, regardless of whether they submit timely and valid Requests for~~
25 ~~Exclusion from the Settlement Class, will be deemed to have released all claims under PAGA that~~
26 ~~could have been premised on the claims, causes of action or legal theories described in the~~
27 ~~Operative Complaint during the PAGA Period, or, in the alternative, all facts, theories, or claims~~
28 ~~for civil penalties that would be considered administratively exhausted under applicable law by~~

1 ~~the PAGA Notice Plaintiff sent to the LWDA.~~ The State of California and the LWDA will also be
2 deemed to have released all claims under PAGA that could have been premised on the claims,
3 causes of action or legal theories described the Operative Complaint, or, in the alternative, as well
4 as all facts, theories, or claims for civil penalties that would be considered administratively
5 exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the LWDA.

6 c. Plaintiff's Release

7 Plaintiff and his respective former and present spouses, representatives, agents,
8 attorneys, heirs, administrators, successors, and assigns generally, ~~release and discharge~~ *will be bound by*
9 ~~Released Parties from all claims, transactions, or occurrences of every nature and description~~ *the release in the Settlement Agreement.*
10 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
11 contract, or violation of any local, state or federal statute, rule or regulation arising out of,
12 relating to, or in connection with any act or omission by or on the part of any of the Released
13 Parties committed or omitted throughout the Effective Date (as defined in ¶ 1.18 of the
14 Agreement). The release is intended to have the broadest possible application, subject to
15 specific exceptions as set forth in ¶ 6.1 of the Agreement. Plaintiff also expressly waives and
16 relinquishes his rights under Civil Code section 1542.

17 18. All Class Members who did not submit a timely and valid Request for Exclusion
18 are deemed to be Participating Class Members under the Agreement, entitled to all benefits and
19 bound by all terms and conditions of the Settlement, including the Participating Class
20 Members' Release, regardless of whether the Participating Class Member actually received the
21 Class Notice or objected to the Settlement.

22 19. The Class Members who submitted a valid and timely Request for Exclusion are
23 Non-Participating Class Members and shall not receive an Individual Class Payment or have the
24 right to object to the class action components of the Settlement. Because future PAGA claims
25 are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members
26 who are Aggrieved Employees are deemed to release the claims identified in ¶ 6.3 of the
27 Agreement and are eligible to receive an Individual PAGA Payment.

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20. A final accounting hearing is scheduled for _____ at _____. Class Counsel shall file a signed declaration from the Administrator attesting to its disbursement of all payments required under the Agreement by no later than _____.

21. The Administrator shall post notice of this Order and Judgment on its website within ten (10) days after entry of it.

22. Pursuant to California Rule of Court, rule 3.769(h), after entry of Judgment, the Court shall retain jurisdiction over the parties, the action, and the Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

IT IS SO ORDERED, ADJUDICATED, AND DECREED, AND JUDGMENT IS SO ENTERED.

DATED: 6-16-25



JUDGE OF THE SUPERIOR COURT
William D. Claster