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behalf of himself and all others similarly situated  
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11 JEREMIAH CLAIBORNE, PABLO  
12 CAMPOS HERNANDEZ and MARCOS  
RODRIGUEZ and VICTOR AVALOS on  
13 behalf of themselves and all others  
similarly situated,

14 Plaintiff,

15 vs.

16  
17 PERFORMANCE TRANSPORTATION,  
LLC, a California limited liability  
18 company; PERFORMANCE FOOD  
GROUP, INC., a Colorado corporation;  
19 and DOES 1 through 50, inclusive,

20 Defendants.  
21

Case No. 22STCV31766

ASSIGNED FOR ALL PURPOSES TO:

Judge: Hon. David S. Cunningham III

Dept.: S11

Class Action

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

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1                                   **JUDGMENT AND ORDER GRANTING FINAL APPROVAL**

2                   **WHEREAS**, this action is pending before this Court as a preliminarily approved putative  
3 class and PAGA action (the “Action”); and

4                   **WHEREAS**, Plaintiffs Jeremiah Claiborne, Pablo Campos Hernandez, Marcos  
5 Rodriguez, and Victor Avalos, through an unopposed motion for final approval, have applied to  
6 this Court for an order and judgment of final approval of the settlement of the Action in  
7 accordance with the First Amended Joint Stipulation for Settlement and Release of Class Action  
8 and Representative Action Claims and the First Amendment to First Amended Joint Stipulation  
9 for Settlement and Release of Class Action and Representative Action Claims (“Settlement  
10 Agreement”), which sets forth the terms and conditions for a proposed settlement and final  
11 resolution of the Action upon the terms and conditions set forth therein; and

12                   **WHEREAS** the Court, having read and considered the Settlement Agreement and any  
13 exhibit annexed thereto, and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED,**  
14 **AND DECREED** that the Motion for Final Approval of Class Action and PAGA Settlement is  
15 **GRANTED**, subject to the following findings and orders.

16                   **NOW, THEREFORE, IT IS HEREBY ORDERED:**

17                   1.       This Order incorporates by reference the definitions in the final version of the  
18 Settlement Agreement which has been filed with the Court and all terms defined therein shall  
19 have the same meaning in this Order as set forth in the Settlement Agreement.

20                   2.       This Court has jurisdiction over the subject matter of this litigation and over the  
21 Parties to this litigation, including all Class Members.

22                   3.       The Court hereby grants final approval to and certifies the Class for settlement  
23 purposes only. For the purposes of this settlement, the Classes are defined as: all current and  
24 former nonexempt, hourly-paid employees (including but not limited to hourly and component-  
25 pay truck drivers) who performed work for Performance Transportation, LLC (“PTL”) in  
26 California at any time from September 1, 2018, through March 18, 2024. (“Class Period”).

27                   4.       The Court finds that, for purposes of this settlement, Aggrieved Employees shall  
28 mean all persons who were employed by PTL in California in an hourly-paid position including,

1 but not limited to, hourly and component-pay truck drivers, at any time from January 5, 2021,  
2 through March 18, 2024. (“PAGA Period”).

3 5. The Court finds the distribution of the Court Approved Notice of Class Action  
4 Settlement and Hearing Date for Final Approval (“Class Notice”) has been completed. The Class  
5 Notice constituted notice that was reasonably calculated under the circumstances to best apprise  
6 Class Members of the pendency of the Action, the Settlement and its terms, and their right to  
7 exclude themselves from or object to the proposed Settlement and to appear at the Final Approval  
8 Hearing. The Class Notice was reasonable and constituted due, adequate, and sufficient notice to  
9 all persons entitled to receive notice and met all applicable requirements of due process, and any  
10 other applicable rules or law. The Class Notice fully satisfies due process requirements. The Class  
11 Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who  
12 could be identified through reasonable effort. As executed, the Class Notice was the best notice  
13 practicable under the circumstances.

14 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”) has  
15 been provided timely and adequate notice of the proceedings in this matter and has made no  
16 objections to the proceedings or to the Settlement of this matter.

17 7. The Court finds that there have been zero Requests for Exclusion from, and zero  
18 Objections to, the Settlement.

19 8. The Court hereby approves the terms set forth in the Settlement Agreement and  
20 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs  
21 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the  
22 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length  
23 negotiations. The Court further finds that the parties have conducted extensive investigation and  
24 research, and their attorneys were able to reasonably evaluate their respective positions. The  
25 Court also finds that settlement now will avoid additional and potentially substantial litigation  
26 costs, as well as delay and risks if the parties were to continue to litigate the case. The Court has  
27 reviewed the monetary recovery being provided as part of the Settlement and recognizes the value  
28 accorded to Class Members.

1           9.       Neither this Settlement Agreement nor this Order is an admission by Defendant or  
2 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this  
3 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to  
4 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any  
5 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

6           10.      Defendant shall fund the Settlement, and the Settlement Administrator will  
7 distribute settlement payments, pursuant to the procedures described in the Settlement  
8 Agreement.

9           11.      The Court confirms Named Plaintiffs Jeremiah Claiborne, Pablo Campos  
10 Hernandez, Marcos Rodriguez, and Victor Avalos as the Class Representatives. The Court hereby  
11 approves the Class Representative Service Payments of Ten Thousand Dollars (\$10,000) each to  
12 Plaintiffs Jeremiah Claiborne, Pablo Campos Hernandez, Marcos Rodriguez, and Victor Avalos.  
13 The Court finds that these amounts are fair and reasonable in light of Plaintiffs' contributions to  
14 the litigation and risks absorbed. The payment of the Class Representative Service Payments shall  
15 be made in accordance with the terms of the Settlement.

16           12.      The Court hereby confirms James Hawkins, Isandra Fernandez, and Lance Dacre,  
17 of James Hawkins APLC Ruben Escobedo from the law firm of Workworld Law Corp; Shani O.  
18 Zakay from the law firm of Zakay Law Group, APLC; and Jean-Claude Lapuyade from the law  
19 firm of JCL Law Firm, APC, as Class Counsel.

20           13.      The Court hereby awards attorneys' fees in the amount of Two Hundred Forty  
21 Two Thousand Five Hundred Seventy Dollars and Thirty Cents (\$242,570.30) (i.e., 33 and 1/3%  
22 of the Gross Settlement Amount of Seven Hundred Twenty Seven Thousand Seven Hundred  
23 Eighty Three Dollars and Sixty Seven Cents (\$727,783.67) and costs and expenses of Nineteen  
24 Thousand Five Hundred Forty-Five Dollars and Ninety-Nine Cents (\$19,545.99) to Class  
25 Counsel. The Court finds that the attorneys' fees and costs requested were reasonable in light of  
26 the relevant factors under California law. The payment of fees and costs to Class Counsel shall be  
27 made in accordance with the terms of the Settlement.  
28

1           14.     The Court grants final approval of the PAGA payment of Thirty-Seven Thousand  
2     Five Dollars (\$37,500) under the Private Attorneys General Act (“PAGA”) Lab. Code § 2699 *et*  
3     *seq.* Of that amount, 75% (\$28,125) will be allocated to the LWDA PAGA Payment and 25%  
4     (\$9,375) allocated to the Individual PAGA Payments. The payments authorized by this paragraph  
5     shall be made in accordance with the terms of the Settlement.

6           15.     The Court further approves the payment of Twelve Thousand Eight Hundred Fifty  
7     Dollars (\$12,850) to ILYM Group, Inc. as the settlement Administrator for the fees and costs of  
8     administering the settlement as set forth in the Settlement Agreement. The payment authorized by  
9     this paragraph shall be made in accordance with the terms of the Settlement.

10          16.     In the event that any checks mailed to Participating Class Members and/or  
11     Aggrieved Employees are not cashed, deposited, or otherwise negotiated within the 180-day  
12     period provided by the Settlement Agreement, then those unclaimed amounts shall be sent to the  
13     California State Controller’s Office Unclaimed Property Fund in the name of the individual, and  
14     such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement  
15     and the Final Approval Order. The payment authorized by this paragraph shall be made in  
16     accordance with the terms of the Settlement.

17          17.     Defendant shall have no further liability for costs, expenses, interest, attorneys’  
18     fees, or for any other charge, expense, or liability, except as provided in the Settlement  
19     Agreement.

20          18.     The findings and orders herein comprise the Judgment in this matter and is  
21     intended to be a final disposition of the above-captioned action in its entirety and is intended to be  
22     immediately appealable.

23          19.     Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section  
24     664.6, the Court shall have and retain continuing jurisdiction over this action and the parties and  
25     Class Members, including after the entry of this Order, to the fullest extent necessary to interpret,  
26     enforce and effectuate the terms and intent of the Settlement Agreement and this Order and  
27     Judgment.  
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1           20.     Counsel shall submit a Final Accounting Report at least five (5) calendar days  
2 prior to the date of the Final Accounting.

3           21.     The Court sets a Final Accounting Hearing on February 10, 2027, at 10:00 a.m. in  
4 Department S11 of the above-entitled court.

5 **IT IS SO ORDERED.**

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7 **Dated:** \_\_\_\_\_

\_\_\_\_\_  
8 Hon. David S. Cunningham III  
9 Judge of the Los Angeles County Superior Court  
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