

1 JAMES HAWKINS APLC
James R. Hawkins (#192925)
2 Gregory Mauro (#222239)
Michael Calvo (#314986)
3 Lauren Falk (#316893)
Ava Issary (#342252)
4 9880 Research Drive, Suite 200
Irvine, CA 92618
5 Tel.: (949) 387-7200
Fax: (949) 387-6676
6 Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
7 Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
8 Email: Ava@jameshawkinsaplc.com

9 Attorneys for JONATHAN LEE HILL and SEAN PAUL HARPER, individually and on behalf of
all others similarly situated

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

12 JONATHAN LEE HILL and SEAN PAUL
13 HARPER, individually and on behalf of all
others similarly situated,

14 Plaintiffs,

15 v.

16 THE MORNING STAR TRUCKING
17 COMPANY, LLC a California Limited
Liability Company and DOES 1-50, inclusive,

18 Defendant.
19
20
21
22
23
24
25
26
27
28

CASE NO.: CV2022-2267

Assigned For All Purposes To:

Judge: Timothy L. Fall

Dept.: 11

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

1 **[PROPOSED] ORDER**

2 This matter came on for hearing _____ at _____ a.m. in Department 11 of
3 the above-entitled Court, the Honorable Timothy L. Fall presiding. Based on the pleadings on
4 record, all papers submitted in connection with Plaintiffs' Notice of Unopposed Motion and
5 Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs'
6 Unopposed Motion is GRANTED.

7 The Court having reviewed the Representative Private Attorneys General Act Settlement
8 Agreement and Release ("Settlement" or "Settlement Agreement") entered into between Plaintiffs
9 Jonathan Lee Hill ("Hill") and Sean Paul Harper ("Harper"), (collectively "Plaintiffs")
10 individually, and on behalf of the State of California as a private attorney general under the
11 California Labor Code Private Attorneys General Act ("PAGA"), and Defendant The Morning
12 Star Trucking Company, LLC ("Defendant" or "Morning Star") hereby ORDERS AND
13 ADJUDGES:

14 1. The Court, for purposes of this Order, refers to all defined terms as set forth in the
15 Settlement Agreement.

16 2. The California Labor Workforce and Development Agency ("LWDA") has been
17 provided notice of the Settlement in accordance with PAGA, California Labor Code §§
18 2699(1)(2), (1)(4), as in effect prior to July 1, 2024. On September 28, 2026 Plaintiffs submitted
19 to the LWDA a notice of the Settlement, including a copy of the Settlement Agreement.
20 Plaintiffs' notice of the Settlement to the LWDA complied with the notice requirements of
21 PAGA.

22 3. The Court finds the Settlement was entered into in good faith, that the settlement
23 is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
24 requirements for approval of PAGA representative actions under California law. The Settlement
25 is hereby accepted and approved for the following group of individuals, collectively referred to
26 as "PAGA Members" or "Aggrieved Employees:" all non-exempt employees who are or were
27 previously employed by Morning Star in California and performed work beyond training or
28 orientation at any time during the PAGA Period of October 16, 2021 to May 8, 2026.

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

3 5. The Settlement and this resulting Order and Judgment represent a compromise of
4 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
5 an admission or concession by any party.

6 6. The Court hereby confirms James Hawkins, Gregory Mauro, Michael Calvo,
7 Lauren Falk and Ava Issary as PAGA Counsel.

8 7. The Court appoints ILYM Group, Inc. Administrators as the Settlement
9 Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.

10 8. Defendants shall pay the Total Settlement Amount of \$575,000.00 according to
11 the terms of the Settlement Agreement.

12 9. The Net PAGA Settlement Amount means the Total Settlement Amount
13 (\$575,000.00) minus the following: (a) Attorneys' Fees to Plaintiffs' Counsel in the amount of
14 \$201,250.00; (b) Plaintiffs' Counsel litigation expenses in the amount of \$47,728.03; (c)
15 Settlement Administrator Costs not to exceed \$12,950.00 to ILYM Group, Inc.; (d) Individual
16 Settlement Payments to each Plaintiff for \$10,000.00 (\$20,000 total) in exchange for a general
17 release of all claims; and (e) Service Awards to each Plaintiff for \$5,000.00 (\$10,000 total).
18

19 (a) The Court approves payment to Plaintiffs' counsel of Attorneys' Fees in the
20 amount of \$201,250.00 and actual litigation costs in the amount of \$47,728.03,
21 both of which the Court finds to be fair and reasonable, to be paid from the Total
22 Settlement Amount;

23 (b) The Court approves payment to the Settlement Administrator for its reasonable
24 costs and fees to administer the Settlement, up to \$12,950.00 to be paid from the
25 Total Settlement Amount;

26 (c) The Court approves the Individual Settlement Payments to Plaintiff Hill for
27 \$10,000.00 and Plaintiff Harper for \$10,000.00 in exchange for a general release
28 of all claims;

1 (d) The Court approves Plaintiffs' Service Awards to Plaintiff Hill for \$5,000.00 and
2 Plaintiff Harper for \$5,000.00; and

3 (e) The Court authorizes the Settlement Administrator to make these payments, in
4 accordance with the terms of the Settlement Agreement.

5 (g) Any difference from these amounts will be added to the Net Settlement Amount,
6 in accordance with the terms of the Settlement Agreement.

7
8 10. In accordance with Labor Code § 2699(i), of the Net Settlement Amount
9 (\$282,800), 75% (\$212,100) is allocated to the LWDA, and the remaining 25% (\$70,700) is
10 allocated to the Aggrieved Employees on a pro-rata basis pursuant to the terms of the Settlement
11 Agreement. The Court authorizes the Settlement Administrator to calculate and pay PAGA
12 Member Payments in accordance with the terms of the Settlement Agreement.

13 11. The Court directs Defendant to deposit the Total Settlement Amount with the
14 Settlement Administrator within 30 days of the Court's settlement approval order.

15 12. By operation of this Order, the Court finds that each PAGA Member, including
16 Plaintiffs, will be bound by the following release as set forth in Section 9(a)-(f) of the
17 Settlement Agreement:

18 Upon the date the Court enters an order approving the PAGA Settlement
19 Agreement and full funding of the Total Settlement Amount, and
20 except as to the rights and obligations created by the Settlement Agreement,
21 Plaintiffs and PAGA Members will be deemed to have knowingly and voluntarily
22 fully, finally, and forever released and discharged Defendant MORNING STAR and
23 the Released Parties, defined to include Defendant MORNING STAR and any of
24 its current or past predecessors, successors, assigns, affiliates, subsidiaries, parent
25 companies, current and past employees, insurers, underwriters, agents, consultants,
26 legal representatives, and any other related entities, and all of its past and present
27 officers, shareholders, owners, members, directors, partners, agents, managers,
28 attorneys, predecessors-in-interest and successors-in-interest) as follows:

All PAGA Members are deemed to release through Plaintiff, an authorized
agent of the LWDA, on behalf of themselves and their respective former and
present representatives, agents, attorneys, heirs, administrators, successors, and
assigns, the Released Parties from all claims for PAGA Penalties alleged, based on
the PAGA Period, in the Hill PAGA Notices and Harper PAGA Notice, as well as any
PAGA Notice submitted to amend the Hill

1 PAGA Action, and Hill PAGA Action, including, e.g. claims for PAGA Penalties
2 based on (1) failure to pay minimum and overtime wages; (2) failure to provide
3 meal periods; (3) failure to provide rest periods; (5) failure to reimburse
4 necessary business expenses; (6) failure to pay reporting time pay; (7) failure to
5 provide a days rest in seven; (8) violation of Labor Code section
6 223; (9) violation of California Equal Pay Act; and (10) failure to provide accurate
itemized wage statements. This release includes all theories of liability predicated
on the above Labor Code
provisions.

7 All PAGA Members are deemed to release through Plaintiff, an authorized
8 agent of the LWDA, on behalf of themselves and their respective former and
9 present representatives, agents, attorneys, heirs, administrators, successors and
10 assigns, the Released Parties from all claims pertaining to the Plaintiffs'
11 Attorneys' Fees and Attorneys' Expenses Payments incurred in connection with or
12 any way related to, the Hill PAGA Action and Harper PAGA Action, the facts stated
in the Hill PAGA Action and Harper PAGA Action, and/or related PAGA Notices,
except for the right to enforce the provisions of the Settlement providing for the
Plaintiffs' Attorneys' Fees and Attorneys' Expenses Payment.

13
14 13. Pursuant to this Order, Plaintiffs shall also be bound to their general release of
15 claims as set forth in Section 9(a)-(f) of the Settlement Agreement.

16 14. The Court further notes that Sean Paul Harper agrees to (1) dismiss his individual
17 claims with prejudice and dismiss the class claims without prejudice in the matter of *Sean Paul*
18 *Harper v. The Morning Star Trucking Company, LLC, et al.*, Merced County Superior Court,
19 Case No. 25CV-05678, based upon the existence of an arbitration agreement entered into
20 between Sean Paul Harper and The Morning Star Trucking Company, LLC, and (2) dismiss his
21 individual claims with prejudice and dismiss the PAGA claims without prejudice in the Harper
22 PAGA Action, within ten (10) court days of the PAGA Approval Order.

23 15. The settlement checks distributed to PAGA Members are valid for 180 days from
24 the date of mailing, or otherwise as provided in the Settlement Agreement, and if they are not
25 cashed, deposited, or otherwise negotiated by the void date, it will be canceled, and the funds
26 associated with the canceled check will be transmitted to Legal Aid at Work, located at 180
27 Montgomery St., Suite 600, San Francisco, CA 94104.
28

1 16. Upon complete distribution of the Total Settlement Amount by the PAGA
2 Settlement Administrator, in accordance with the Settlement Agreement, the PAGA Settlement
3 Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

4 17. The Court approves of the proposed Notice of PAGA Settlement attached to the
5 Settlement Agreement as **Exhibit A** to be sent to Aggrieved Employees along with their
6 respective settlement check.

7 18. Under California Code of Civil Procedure section 664.6, the Court retains
8 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
9 terms and intent of the Settlement and this Order, to address settlement administration matters,
10 and to address such post-judgment matters as are permitted by law.

11 19. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven
12 (7) days of the entry of the Order.

13
14 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
15 **ENTERED ACCORDINGLY.**

16
17
18 DATED: _____

THE HONORABLE TIMOTHY FALL
JUDGE OF THE SUPERIOR COURT