

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**
12 **FOR THE COUNTY OF YOLO**

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

15 Plaintiffs,

16 v.

17 THE MORNING STAR TRUCKING
COMPANY, LLC a California Limited
18 Liability Company and DOES 1-50, inclusive,
19 Defendant.

CASE NO.: CV2022-2267
Assigned For All Purposes To:
Judge: Timothy L. Fall
Dept.: 11

**NOTICE OF MOTION AND MOTION
TO APPROVE PAGA SETTLEMENT
AND MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT OF
MOTION**

Date:
Time:
Dept.: 11

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**
2 **YOU ARE HEREBY NOTIFIED THAT** on _____ at _____ a.m./p.m. or
3 as soon thereafter as the matter can be heard, in Department 11 of the above entitled Court before
4 the Honorable Timothy L. Fall, Plaintiff JONATHAN LEE HILL and SEAN PAUL HARPER
5 (collectively, “Plaintiffs”), will and hereby do move for an order approving the settlement of the
6 Private Attorneys General Act of 2004 (“PAGA”) claim alleged against Defendant THE
7 MORNING STAR TRUCKING COMPANY, LLC a California Limited Liability Company
8 (“Defendant”).

9 This motion will be made pursuant to Labor Code §2699(l)(2) which requires courts to
10 “review and approve any settlement of any civil action” and on the grounds that the proposed
11 settlement is fair, adequate, reasonable, and in the best interest of Plaintiff, aggrieved employees,
12 and the Parties. The proposed settlement is set forth in the accompanying Representative Private
13 Attorneys General Act Settlement Agreement and Release ("Settlement", "Agreement" or
14 "Settlement Agreement"). This PAGA Settlement resolves this action in its entirety.

15 This Motion will be based on this notice, the accompanying points and authorities, the
16 Declaration of James Hawkins, the Declaration of Plaintiff Jonathan Lee Hill, the Declaration of
17 Plaintiff Sean Paul Harper, the Declaration of Anthony Rogers, senior Vice President for ILYM
18 Group, Inc., and the complete files and records in this action. The Labor Workforce
19 Development Agency has been served with this motion and the Settlement Agreement as set forth
20 in the accompanying proof of service.

1 Dated: September 28, 2026

Respectfully submitted,

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiffs JONATHAN LEE
HILL and SEAN PAUL HARPER
individually and on behalf of the general
public as Private Attorney General

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1 **I. INTRODUCTION**

2 Plaintiffs JONATHAN LEE HILL (“Hill”) and SEAN PAUL HARPER (“Harper”) reached a settlement of the California Private Attorneys General Act, Cal. Labor Code §2699, et seq. (“PAGA”) claim asserted in this action against Defendant THE MORNING STAR TRUCKING COMPANY, LLC (“Morning Star” or “Defendant”) a California Limited Liability Company. The only claim in this action is the representative PAGA claim. In accordance with California Labor Code §2699(l)(2), Plaintiffs now ask this Court to review and approve the settlement of Plaintiffs’ PAGA claims. This is only a settlement of the PAGA claims for civil penalties, and is not a class settlement and does not release the individual claims, if any, of the affected employees other than the Plaintiffs. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014).

12 The PAGA settlement is set forth in the accompanying Representative Private Attorneys General Act Settlement Agreement and Release ("Settlement", "Agreement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement, which sets forth the terms for the settlement of the PAGA claims, is attached as Exhibit 1 to the Declaration of James Hawkins, filed herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The LWDA was served notice of this Settlement and this motion as set forth in the accompanying proof of service. Attached as Exhibit A to the Settlement Agreement is the Notice of PAGA Settlement, to be mailed to the Aggrieved Employees.

20 Plaintiffs request that the Court review and approve any penalties sought as part of a proposed settlement agreement pursuant to Lab. Code § 2699(l) as in effect prior to July 1, 2024, because the action was initiated under the pre-amendment statutory framework and is governed by that version of the statute. If the Court deems the PAGA penalties fair and acceptable, the Parties request that the Court approve the PAGA Penalties and enter the [Proposed] Order Approving Settlement and Entering Judgment. A proposed order confirming review and approval of the PAGA settlement is submitted herewith.

27 **II. RELEVANT FACTS**

28 Plaintiff Hill is a former non-exempt employee of Defendant MORNING STAR. (Exhibit

1 of Declaration of James Hawkins, ¶2(a)). Plaintiff Hill was employed by MORNING STAR as a driver from approximately May 2021 through October 2021. (*Id.*) Plaintiff Harper is a former non-exempt employee of Defendant MORNING STAR. (*Id.*) Plaintiff Harper was employed by MORNING STAR as a driver from approximately July 2017 through October 2024. (*Id.*)

On December 20, 2022, Plaintiff Hill filed a PAGA Complaint in Yolo County Superior Court, Case No. CV2022-2267, entitled *JONATHAN LEE HILL v. CALIFORNIA SUN GROWER SERVICES COMPANY LLC, et al.*, asserting the following causes of action on an individual and representative basis against Defendant California Sun Grower Services Company, LLC (“CSG”) : (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements, (f) failure to reimburse expenses, and (g) failing to provide a day’s rest in seven. (the “Hill PAGA Action”) (Exhibit 1 of Declaration of James Hawkins, ¶2(b)). The “Hill PAGA Action” is defined to include any amendments made to the Hill PAGA Action filed in the Yolo County Superior Court. (*Id.*)

Prior to filing the Hill PAGA Action, on October 13, 2022, Plaintiff Hill submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for CSG’s alleged violations of California Labor Code sections as outlined in the Hill PAGA Action, thereby initiating LWDA Case Number LWDA-CM-913764-22 (the “Hill PAGA Notice”). (Exhibit 1 of Declaration of James Hawkins, ¶2(c)).

On October 11, 2024, Plaintiff filed a Request for Dismissal of Defendant California Sun Grower Services Company, LLC from the Hill PAGA Action and filed an Amended Notice to the LWDA on February 21, 2024, informing them of the addition of MORNING STAR as a Defendant. (“Amended Hill PAGA Notice”) (Exhibit 1 of Declaration of James Hawkins, ¶2(d)).

1 On August 21, 2024, Plaintiff Hill filed a Doe Amendment to the Hill PAGA Action adding
2 Defendant MORNING STAR to the Hill PAGA Action. (*Id.*) Collectively the “Hill PAGA
3 Notice” and “Amended Hill PAGA Notice” are the “Hill PAGA Notices.” (*Id.*)

4 On October 1, 2025, Plaintiff Harper filed a Class Action Complaint in Merced County
5 Superior Court, Case No. 25CV-05678, entitled *SEAN PAUL HARPER v. THE MORNING STAR*
6 *TRUCKING COMPANY LLC, et al.*, (the “Class Action”) asserting the following causes of action
7 on a class or representative basis against MORNING STAR and CSG: Failure to Pay Wages
8 Including Overtime as Required by Labor Code §§ 510 and 1194; Failure to Provide Meal
9 Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders; Failure to Provide Rest
10 Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders; Failure to Pay Timely
11 Wages Required by Labor Code § 203; Failure to Provide Accurate Itemized Wage Statements as
12 Required by Labor Code § 226; Failure to Indemnify Necessary Business Expenses as Required
13 by Labor Code § 2802; Failure to Pay Reporting Time Pay; Violation of Labor Code § 223;
14 Failure to Provide a Days Rest in Seven as Required by Labor Code § 551-552; Wage
15 Discrimination under the CA Equal Pay Act; and Violation of Business & Professions Code §
16 17200, et seq. (Exhibit 1 of Declaration of James Hawkins, ¶2(e)).

17 On December 8, 2025, Plaintiff Harper filed a PAGA Complaint in Merced County
18 Superior Court Case No. 25CV-06816, entitled *SEAN PAUL HARPER v. THE MORNING STAR*
19 *TRUCKING COMPANY LLC, et al.*, asserting the following cause of action on an individual and
20 representative basis against MORNING STAR and CSG: (a) failure to pay minimum and
21 overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure
22 to pay wages timely during employment and upon separation, (e) failure to provide accurate
23 itemized wage statements, (f) failure to reimburse necessary business expenses, (g) failure to pay
24 reporting time pay, (h) failure to provide a day’s rest in seven, (i) violation of labor code section
25 223, and (j) violation of California Equal Pay Act (“Harper PAGA Action”). (Exhibit 1 of
26 Declaration of James Hawkins, ¶2(f)).

27 Prior to filing the Harper PAGA Action, on October 1, 2025, Plaintiff Harper submitted a
28 letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to

1 PAGA, to provide notice of his intent to seek civil penalties under PAGA for MORNING STAR
2 and CSG'S alleged violations of California Labor Code sections as outlined in the Harper PAGA
3 Action. ("Harper PAGA Notice.") (Exhibit 1 of Declaration of James Hawkins, ¶2(g)).

4 Pursuant to the Parties' settlement, given the Hill PAGA Action and Harper PAGA Action
5 are currently pending in different countries, the Parties agreed that Plaintiff Harper will (1)
6 dismiss his individual claims with prejudice and dismiss the class claims without prejudice in the
7 matter of *Sean Paul Harper v. The Morning Star Trucking Company, LLC, et al.*, Merced County
8 Superior Court, Case No. 25CV-05678, based upon the existence of an arbitration agreement
9 entered into between Sean Paul Harper and The Morning Star Trucking Company, LLC, and (2)
10 dismiss his individual claims with prejudice and dismiss the PAGA claims without prejudice in
11 the Harper PAGA Action, within ten (10) court days of the Court entering an order approving the
12 Parties' PAGA Settlement. Accordingly, on July 20, 2026, the Hill Action was amended to
13 include Plaintiff Harper, asserting the following causes of action on an individual and
14 representative basis: (a) failure to pay minimum and overtime wages, (b) failure to provide meal
15 periods, (c) failure to provide rest periods, (d) failure to pay wages timely during employment and
16 upon separation, (e) failure to provide accurate itemized wage statements, (f) failure to reimburse
17 necessary business expenses, (g) failure to pay reporting time pay, (h) failure to provide a day's
18 rest in seven, (i) violation of labor code section 223, and (j) violation of California Equal Pay Act.
19 (Hawkins Decl. at ¶ 10).

20 Prior to filing the amended Hill PAGA Action, on June 24, 2026, Plaintiffs submitted a
21 letter to the LWDA pursuant to PAGA, to provide notice of their intent to amend the Hill PAGA
22 Action for MORNING STAR's alleged violations of California Labor Code sections as outlined
23 in the amended Hill PAGA Action. ("second amended Hill PAGA Notice."). (Hawkins Decl. at ¶
24 14).

25 Morning Star generally and specifically denies any and all liability or wrongdoing of any
26 sort with regard to any of the claims alleged in the Class Action, Hill PAGA Action and Harper
27 PAGA Action, and related LWDA PAGA Notices, and makes no concessions or admissions of
28 liability of any sort, and contends that for any purpose other than settlement, the Class Action,

1 Hill PAGA Action, and Harper PAGA Action are not appropriate for class or PAGA treatment.
2 (Exhibit 1 of Declaration of James Hawkins, ¶2(h)). Morning Star asserts several defenses to the
3 claims and denies any wrongdoing or liability arising out of any of the alleged facts or conduct in
4 the Class Action, Hill PAGA Action and Harper PAGA Action, and related LWDA PAGA
5 Notices. (*Id.*)

6 During the course of this action Defendant and Plaintiffs exchanged numerous documents
7 and information, including time and pay records for the PAGA Members or Aggrieved
8 Employees, defined as all non-exempt employees who are or were previously employed by
9 Morning Star in California and performed work beyond training or orientation at any time during
10 the PAGA Period of October 16, 2021 to May 8, 2026. (Hawkins Decl. at ¶ 1). Defendant also
11 produced employee handbooks, policies and procedures related to the claims alleged in Plaintiff
12 Hill's PAGA Action and Plaintiff Harper's PAGA Action, Plaintiff Hill's personnel file, and
13 other relevant data points for Plaintiffs to conduct a thorough analysis. With this information, on
14 October 22, 2025, the Parties participated in an all-day mediation presided over by Michael Loeb,
15 Esq., a well-respected and experienced wage and hour mediator, which led to the Agreement to
16 settle the Action. (Exhibit 1 of Declaration of James Hawkins, ¶2(i)).

17 During the mediation, the Parties engaged in extensive, arms-length negotiations.
18 (Hawkins Decl. at ¶ 11). As a result of the Parties' efforts, the matter was fully resolved.
19 (Hawkins Decl. at ¶ 11). The Parties engaged in significant efforts to obtain the facts regarding the
20 claims asserted, including the exchange of detailed statistical data regarding pay periods worked
21 by PAGA Members and Plaintiffs. (Hawkins Decl. at ¶ 14). Thereafter, the parties worked
22 together to finalize the terms of the long form settlement agreement that is now placed before this
23 Court for approval. (Hawkins Decl., at ¶ 11).

24 **III. TERMS OF THE AGREEMENT**

25 **A. The PAGA Members**

26 Aggrieved Employees are estimated to consist of approximately 2,617 individuals who
27 worked approximately 36,229 Compensable Pay Periods, beyond training and/or orientation,
28 from October 16, 2021 to May 8, 2026. (Exhibit 1 of Declaration of James Hawkins, § 1(c)).

1 **B. The Settlement Amount**

2 The Agreement negotiated by the parties provides for Defendant to pay \$575,000.00 as
3 the Total Settlement Amount (“TSA”). Exhibit 1 of Declaration of James Hawkins, at § 1(j)).
4 The “Net PAGA Settlement Amount” (“NSA”) is the amount remaining of the TSA minus the
5 Court-approved amounts awarded for Attorney’s Fees and Costs, Service Awards awarded to
6 Plaintiffs and Plaintiffs’ Individual Settlement Payments, and Settlement Administration Costs.
7 (Exhibit 1 of Declaration of James Hawkins, at § 1(o)). The Net PAGA Settlement Amount is
8 estimated to be \$282,800.00. (Hawkins Decl. ¶ 12, Exhibit 1 of Declaration of James Hawkins, at
9 § 4(b)(6)).

10 ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the
11 Settlement, will disburse the entire Total Settlement Amount and none of the Total Settlement
12 Amount will revert to Morning Star. The Administrator will make and deduct the following
13 payments from the Total Settlement Amount: (1) \$201,250.00 (i.e. 35% of the TSA) shall be paid
14 to Plaintiffs’ Counsel for payment of attorneys’ fees; (2) Plaintiffs’ Counsel’s litigation expenses,
15 according to proof, not to exceed \$48,000.00 (Plaintiffs’ counsel’s litigation costs to date is
16 \$47,728.03); (3) Settlement Administration costs not to exceed \$12,950.00 to ILYM Group, Inc.,
17 except for a showing of good cause and as approved by the Court; (4) Individual Settlement
18 Payments to each Plaintiff for \$10,000.00 (\$20,000 total) in exchange for a general release of all
19 claims, and (5) Plaintiffs’ Service Awards to each Plaintiff for \$5,000.00 (\$10,000 total). (Exhibit
20 1 of Declaration of James Hawkins, § 4). Any difference from these maximum amounts will be
21 added to the Net PAGA Settlement Amount. (Hawkins Decl., ¶ 13).

22 The Net PAGA Settlement Amount shall be fully allocated as PAGA Penalties under Labor Code
23 section 2699 of which 75% (\$212,100.00) will be sent to the LWDA and the remaining 25%
24 (\$70,700.00) shall be allocated to PAGA Members based on the proportional number of pay
25 periods each PAGA Member worked for Morning Star (beyond training and/or orientation)
26 during the PAGA Period. This equates to approximately \$27.02 on average to each aggrieved
27 employee (\$70,700 divided by 2,617 employees). Based on approximately 36,229 aggregate Pay
28 Periods worked by 2,617 PAGA Members between October 16, 2021 and May 8, 2026, the

1 \$70,700.00 allocated to the PAGA Members equates to approximately \$1.95 per Pay Period
2 (\$70,700.00 ÷ 36,229 Pay Periods). Accordingly, a PAGA Member who worked only one Pay
3 Period during the PAGA Period is anticipated to receive approximately \$1.95, while a PAGA
4 Member who worked the maximum estimated possible 119 Pay Periods is anticipated to receive
5 approximately \$232.23 (\$1.9515 × 119 Pay Periods). (Hawkins Decl., ¶ 17).

6 The Total Settlement Amount, and each of its subparts, is subject to Court approval
7 consistent with Labor Code § 2699 and the terms of the Parties' Settlement. Should the Net
8 PAGA Settlement Amount increase or decrease, the amount to be distributed to PAGA Members
9 shall be adjusted proportionally according to the changes made by the Court.

10 Should the actual number of pay periods during the PAGA Period increase beyond 10%,
11 Morning Star shall have the option to (a) increase the Total Settlement Amount proportionately
12 for each additional pay period worked above the 10% buffer (e.g. if the number of pay periods or
13 workweeks increases by 11%, the Total Settlement Amount will increase by 1%), or (b) end the
14 release period on the date the Aggrieved PAGA Employees reach the ten percent (10%)
15 threshold. (Exhibit 1 of Declaration of James Hawkins, § 4(b)(7)).

16 **C. Funding and Settlement Administration**

17 The Parties have jointly selected ILYM Group, Inc. to serve as the PAGA Administrator
18 and verified that, as a condition of appointment, the Administrator agrees to be bound by the
19 Parties' Settlement Agreement and to perform, as a fiduciary, all duties specified in the
20 Settlement Agreement in exchange for the payment of Settlement Administration Costs. The
21 Parties have no interest or relationship, financial or otherwise, with the Administrator, other than
22 a professional relationship arising out of prior experiences administering settlements. (Hawkins
23 Decl., ¶ 49, See also Declaration of Anthony Rogers [of ILYM Group] filed herewith).

24 Within thirty (30) days of the Effective Date, defined as the date on which the Court
25 enters an order approving the PAGA Settlement, the Total Settlement Amount shall be funded by
26 Defendant MORNING STAR. If the date by which payment by Defendant MORNING STAR is
27 due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall
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1 be extended the next following day which is not a Saturday, Sunday or legal holiday in the State
2 of California.

3 Defendant Morning Star will in good faith compile contact information regarding PAGA
4 Members from its records and provide agreed upon data to the Settlement Administrator, in the
5 form of a Microsoft Excel Spreadsheet, in a secure manner on a confidential basis within 14 days
6 of the Effective Date. To protect PAGA Members' privacy rights, the Administrator must
7 maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes
8 of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to
9 Administrator employees who need access to the PAGA Member Data to effect and perform
10 under this Agreement. Defendant has a continuing duty to immediately notify PAGA counsel if it
11 discovers that the PAGA Member Data omitted employee identifying information and to provide
12 corrected or updated PAGA Member Data as soon as reasonably feasible. The Parties and their
13 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
14 issues related to missing or omitted PAGA Member Data. (Exhibit 1 of Declaration of James
15 Hawkins, § 7(d)(ii)).

16 Using best efforts to perform as soon as possible, and in no event later than 14 days after
17 the Administrator's receipt of the Total Settlement Amount, the Administrator will mail checks
18 for all PAGA Member Payments (postage prepaid) via first-class United States Postal Service
19 ("USPS") mail, as well as a Notice of PAGA Settlement with Spanish translation. The Notice of
20 PAGA Settlement shall be sent in English and Spanish and will identify the dollar amounts of any
21 PAGA Member PAGA Payment payable to the PAGA Member, and the number of PAGA Pay
22 Periods used to calculate these amounts. Before mailing any checks, the Settlement Administrator
23 must update the recipients' mailing addresses using the National Change of Address Database,
24 and update addresses for PAGA Members to the extent updated addresses are located through the
25 search. The face of each check shall prominently state the date (not less than 180 days after the
26 date of mailing) when the check will be voided. The Administrator will cancel all checks not
27 cashed by the void date. (Exhibit 1 of Declaration of James Hawkins, §§ 7(d)(i-ix)).

1 Plaintiffs' Service Awards and Individual Settlement Payments, Plaintiffs' Attorneys'
2 Fees and Attorneys' Expenses, and the LWDA's share of PAGA penalties shall be funded and
3 payable by the Administrator within 14 days after the Administrator's receipt of the Total
4 Settlement Amount and will not precede disbursement of PAGA Member Payments. No later
5 than 14 days after the Settlement Administrator receives the PAGA Member data and the Total
6 Settlement Amount, shall the Administrator transit Settlement Administration Costs to itself, only
7 after PAGA Member Payments have been mailed to PAGA Members.

8 For any PAGA Member whose PAGA Member payment check is uncashed and cancelled
9 after the void date, the Administrator shall transit the funds represented by such checks to Legal
10 Aid at Work, in the name of the PAGA Member.

11 **D. The Settlement Release**

12 Upon the date the Court enters an order approving the Settlement Agreement and full
13 funding of the Total Settlement Amount, and except as to the rights and obligations created by the
14 Parties' Settlement Agreement, Plaintiffs, in their individual capacity and as authorized agents of
15 the LWDA, with respect to Aggrieved Employees, will be deemed to have knowingly and
16 voluntarily fully, finally, and forever released and discharged Defendant MORNING STAR and
17 any of its current or past predecessors, successors, assigns, affiliates, subsidiaries, parent
18 companies, current and past employees, insurers, underwriters, agents, consultants, legal
19 representatives, and any other related entities, and all of its past and present officers,
20 shareholders, owners, members, directors, partners, agents, managers, attorneys, predecessors-in-
21 interest and successors-in-interest (collectively, the "Released Parties"), on behalf of themselves
22 and their respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, to the full extent permitted by law, of all claims for PAGA Penalties
24 alleged, and any interest, fees, and costs available under PAGA, based on the PAGA Period, in
25 the Hill PAGA Notices and Harper PAGA Notice, as well as any PAGA Notice submitted to
26 amend the Hill PAGA Action, including e.g. claims for PAGA Penalties based on alleged
27 violations of : (1) failure to pay minimum and overtime wages; (2) failure to provide meal
28 periods; (3) failure to provide rest periods; (5) failure to reimburse necessary business expenses;

1 (6) failure to pay reporting time pay; (7) failure to provide a day's rest in seven; (8) violation of
2 Labor Code section 223; (9) violation of California Equal Pay Act; and (10) failure to provide
3 accurate itemized wage statements. (Exhibit 1 of Declaration of James Hawkins, §9). Such
4 release includes all theories of liability predicated on the above-mentioned Labor Code
5 provisions.

6 Upon the date the Court enters an order approving the Parties' PAGA Settlement and
7 Morning Star's full funding of the Total Settlement Amount, and except as to the rights and
8 obligations created by the Parties' Settlement Agreement, all PAGA Members are deemed to
9 release through Plaintiff, an authorized agent of the LWDA, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, the Released Parties from all claims pertaining to Plaintiffs' Attorneys' Fees and
12 Attorneys' Expenses Payment incurred in connection with or any way related to the Hill PAGA
13 Action, Harper PAGA Action, the facts stated in the Hill PAGA Action and Harper PAGA
14 Action, and/or related LWDA PAGA Notices, except for the right to enforce the provisions of
15 the Settlement providing for the Plaintiffs' Attorneys' Fees and Attorneys' Expenses Payment.
16 (Exhibit 1 of Declaration of James Hawkins, §9).

17 **E. Service to the LWDA**

18 The California Labor Workforce Development Agency ("LWDA") is being served with a
19 copy of this motion with the Settlement Agreement through the online process as required by
20 Labor Code § 2699(1)(2). This service on the LWDA is verified in the separately filed proof of
21 service. (Hawkins Decl., ¶ 50).

22 **IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS**

23 The claim before this court is the representative claim under PAGA on behalf of the State
24 of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this
25 PAGA claim in its entirety after discovery and arm's length mediation. (Hawkins Decl., at ¶¶ 3-
26 16). The settlement is intended to fully and finally resolve the PAGA claims asserted by Plaintiffs
27 on behalf of the State of California. This is only a settlement of the PAGA claims for civil
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1 penalties, and is not a class settlement and does not release the individual claims, if any, of the
2 Aggrieved Employees, other than for Plaintiffs Hill and Harper.

3 **V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE**
4 **SETTLEMENT OF THE PAGA CLAIM**

5 Labor Code § 2699(1)(2) requires that the Court "shall review and approve any settlement
6 of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted
7 to the agency at the same time that it is submitted to the court." Consequently, the parties
8 respectfully ask the Court to review and approve the settlement of the PAGA claims and the Total
9 and Net PAGA Settlement Amounts to be paid as part of the proposed settlement.

10 **A. The PAGA Group Recovery to Be Paid Is Fair and Reasonable**

11 The Parties believe that the PAGA Group Recovery is fair and reasonable and therefore
12 "shall" be reviewed and approved. The Labor and Workforce Development Agency has released
13 data on PAGA settlement amounts. The Total Settlement Amount of \$575,000.00 constitutes
14 approximately \$15.87 per pay period before deductions for fees, costs, and administration costs.
15 The Total Settlement Amount accounts for approximately 8.7% and 25% of the maximum
16 potential recovery of between \$1,004,957 to \$1,537,708 given the reasonable applied risks factors
17 . (Hawkins Decl. ¶¶36-40).

18 Since the filing of the complaint, the Parties have exchanged extensive formal and
19 informal discovery and engaged in numerous discussions regarding the factual and legal issues
20 surrounding this case. Throughout the litigation, Defendant produced voluminous pages of
21 information and data, including policies, handbooks, time and payroll records for the Aggrieved
22 Employees reflecting employees' time worked and clock outs and the applicable pay rates.
23 Defendant also provided Plaintiff Hill's personnel file and records regarding documents
24 identifying the non-exempt positions during the relevant time period. Defendant also provided
25 substantial information concerning the total number of the PAGA group, the total number of pay
26 periods at issue, and the applicable hourly rates and other summary data related to the alleged
27 Aggrieved Employees. The Parties have conducted themselves in informed, good faith arms-
28 length negotiations after conducting discovery and exchanging extensive evidence and

1 information about the claims and defenses of this lawsuit and engaging in pre-mediation
2 discussions, telephone conferences, and correspondence all aimed at settling their dispute
3 (Hawkins Decl., ¶ 17).

4 In preparation for mediation, Plaintiffs reviewed the entire discovery produced. The
5 evidence and information gathered and reviewed by Plaintiffs' counsel provided a factual
6 framework for a comprehensible and reliable damage model pertaining to all Aggrieved
7 Employees. (Hawkins Decl., ¶21). The mediation included discussions and examinations of the
8 Aggrieved Employees and the Parties' respective positions on the legal and factual issues raised
9 in the Complaint. (Hawkins Decl., ¶21).

10 The Aggrieved Employees recovery compares favorably to the estimated amount of
11 PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount
12 of statutory PAGA civil penalties for one alleged violation per pay period was potentially
13 \$3,622,900 at a \$100 penalty per pay period assuming one provable violation per pay period
14 based on 36,229 pay periods. (Hawkins Decl., ¶21). The reasonable range of potential penalties is
15 approximately \$4,960,900 using a \$100 per penalty to approximately \$2,480,450 if awarded a
16 more likely outcome for penalties at the \$50 range given the various policies and evidence in this
17 case. As a result, the settlement provides for a recovery range of approximately 11.5% to
18 approximately 23% of the maximum settlement value. (Hawkins Decl. ¶¶ 21-27).

19 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
20 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
21 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs'
22 calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of \$5 per pay
23 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be
24 only \$65,000, which is less than this settlement provides.

25 Under PAGA, Courts have considerable discretion to reduce the penalty award. In
26 *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced
27 PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%, because the court found
28 maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts

1 have actually awarded no civil penalties, even when Labor Code violations are established. See
2 *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no
3 PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished
4 decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D.
5 Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

6 In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each
7 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S.
8 Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff
9 cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of
10 the Labor Code by the Defendant."). Here, Plaintiffs would need to prove that each PAGA
11 Member suffered all violations for each pay period the employee worked. The settlement
12 provides a recovery of approximately \$15.87 per pay period before deductions. This provides the
13 aggrieved employees money now rather than in the future to some undetermined date and
14 undetermined amounts. (Hawkins Decl. ¶ 38).

15 Given Defendant potential defenses to the violations at issue, the risks and costs of
16 continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and
17 reasonable. (Hawkins Decl., ¶¶ 19-39) Plaintiffs' Counsel has significant experience litigating
18 wage and hour claims including claims for PAGA penalties, and the recovery here available to
19 PAGA Members is similar to or greater than similar settlements that courts have approved.
20 (Hawkins Decl., ¶ 41-45). The PAGA Members' recovery, along with the other terms of the
21 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance
22 of a private mediator, Michael Loeb, Esq. (Hawkins Decl., at ¶ 10)

23 As set forth in the accompanying proof of service, the LWDA has been provided notice of
24 this motion and the PAGA settlement. The decision of the LWDA to not oppose the motion
25 should be given considerable weight. (Hawkins Decl., at ¶ 39). This is not a situation where the
26 Court needs to be concerned about the rights of absent employees as in a class settlement, as this
27 PAGA-only settlement does not release the individual claims of absent employees, and the
28 LWDA is a sophisticated government entity that is more than able to look out for its own rights.

1 **B. The Remaining Settlement Terms Are Fair and Reasonable**

2 Although PAGA requires that a court approve the proposed PAGA settlement, Labor
3 Code § 2699(1)(2) does not require that a court approve any other elements of the proposed
4 settlement. Because there are no class allegations, the approval provisions applicable to class
5 settlements under Cal. Code Civil Proc. §382 do not apply. Accordingly, the Court only needs to
6 approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
7 explained herein, the settlement terms for attorneys' fees and costs are reasonable.

8 **VI. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE**

9 PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiffs'
10 position is that the payment of attorneys' fees and costs in this settlement is a matter of contract
11 for a contingent representation. Nevertheless, should this Court review the requested attorneys'
12 fees, it is clear that the requested fees and costs are reasonable.

13 First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated
14 a recovery of \$575,000.00 and this result justifies the requested fees equal to 35% of this
15 recovery. This amount is within the standard contingent recovery. (Hawkins Decl. ¶¶ 43-52).
16 Second, the fee award is justified by the work performed. As detailed in the accompanying
17 Declaration of Plaintiffs' Counsel, the fee award is reasonable as Plaintiffs' Counsel represents its
18 current lodestar exceeds the requested amount of \$201,250.00. (Hawkins Decl. ¶¶ 43-52).

19 Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times
20 the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining
21 good results. *See, e.g., Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier
22 between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010)
23 (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier);
24 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can
25 range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D.
26 Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of*
27 *America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a
28 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL

1 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76
2 as falling within the "majority" range for risk multipliers). Here, no multiplier is requested as
3 Plaintiffs' Counsel's lodestar exceeds the amount of requested fees. Plaintiffs' counsel's lodestar
4 amount is \$214,017.00. (Hawkins at ¶ 44).

5 Finally, the award of litigation expenses is based upon the actual expenses incurred by the
6 Plaintiffs' Counsel. (Hawkins at ¶¶ 44-50). Plaintiffs' Counsel will be recovering litigation
7 expenses in the total amount of \$47,728.03. These expenses are documented in the billing
8 statement attached to the Declaration of Hawkins as Exhibit 2.

9 **VII. THE REQUESTED SERVICE AWARDS TO PLAINTIFFS ARE**
10 **REASONABLE**

11 The Settlement provides for service awards of \$5,000 each to Plaintiffs Hill and Harper in
12 recognition of the time and effort they devoted to prosecuting this action and achieving the
13 Settlement on behalf of the State of California and PAGA Members. The requested awards are
14 reasonable and appropriately compensate Plaintiffs for their participation in the litigation without
15 materially diminishing the recovery available to the aggrieved employees. (Hawkins Decl. ¶45)
16 (See also generally Declaration of Sean Paul Harper and Declaration of Jonathan Lee Hill, filed
17 concurrently herewith).

18 Plaintiffs actively assisted counsel throughout the litigation, including by providing
19 information concerning their employment and the alleged Labor Code violations, gathering and
20 reviewing relevant documents and information, communicating with counsel regarding the factual
21 allegations and claims at issue, assisting counsel in evaluating Defendant's practices, and
22 remaining available throughout the prosecution and resolution of the action. (Hawkins Decl. ¶45).
23 Plaintiffs also undertook the responsibilities associated with serving as the named representatives
24 in a representative PAGA action and agreed to a general release of their individual claims in
25 connection with the Settlement. (Hawkins Decl. ¶45).

26 The requested \$5,000 awards are also modest in relation to the overall Settlement and the
27 benefits obtained for PAGA Members. (Hawkins Decl. ¶45). The awards were negotiated
28 separately from the amount allocated to PAGA penalties and do not undermine the fairness of the

1 Settlement or the recovery provided to PAGA Members. (Hawkins Decl. ¶45). Rather, they
2 reasonably recognize Plaintiffs' contributions to the litigation and the additional time and
3 responsibilities they assumed by serving as the named Plaintiffs. (Hawkins Decl. ¶45).

4 Moreover, Plaintiffs' willingness to pursue the action provided a substantial benefit to the
5 State and PAGA Members by facilitating the recovery of civil penalties for the alleged Labor
6 Code violations without the delay, expense, and uncertainty associated with continued litigation
7 and trial. Without Plaintiffs' participation and cooperation, the recovery embodied in the
8 Settlement may not have been achieved. (Hawkins Decl. ¶45).

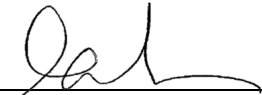
9 Accordingly, the requested service awards of \$5,000 each to Plaintiffs Hill and Harper are
10 fair, reasonable, and proportionate to their efforts and contributions to the litigation, and Plaintiffs
11 respectfully request that the Court approve them. (Hawkins Decl. ¶45).

12 **VIII. CONCLUSION**

13 Based on the foregoing, Plaintiffs respectfully request this Court approve the PAGA
14 settlement and the Aggrieved Employee recovery as set forth in the Agreement and enter the
15 proposed order submitted herewith.

16 Dated: September 28, 2026

JAMES HAWKINS APLC

17
18 By: 

19 JAMES R. HAWKINS
20 GREGORY MAURO
21 MICHAEL CALVO
22 LAUREN FALK
23 AVA ISSARY

24 Attorneys for Plaintiffs JONATHAN LEE
25 HILL and SEAN PAUL HARPER,
26 individually and on behalf of the general
27 public as Private Attorney General
28

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On September 28, 2026, I served on the interested parties in this action the following document(s) entitled:

[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT

DECLARATION OF ANTHONY ROGERS, OF ILYM GROUP, IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

DECLARATION OF JONATHAN LEE HILL IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT, AND ENTERING JUDGMENT THEREON

DECLARATION OF SEAN PAUL HARPER IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT, AND ENTERING JUDGMENT THEREON

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(Service list attached)

Executed on September 28, 2026, at Irvine, California


Eddie Magana

1 Meagan Bainbridge (SBN 240679)

Nikki Mahmoudi (SBN 341563)

2 **WEINTRAUB TOBIN CHEDIAK COLEMAN GRODIN LAW CORPORATION**

3 400 Capitol Mall, 11th Floor

Sacramento, CA 95814

4 Email: mbainbridge@weintraub.com

Email: chorsley@weintraub.com

5 Email: rcarrillo@weintraub.com

Email: ccervantes@weintraub.com

6 Email: nmahmoudi@weintraub.com

7 Attorneys for Defendant

8 THE MORNING STAR TRUCKING COMPANY, LLC

9 and CALIFORNIA SUN GROWER SERVICES COMPANY, LLC

10
11 **Via LWDA Website Only**

Labor and Workforce Development Agency

12 Attn: PAGA Administrator

13 1515 Clay Street, Ste 801

Oakland, CA 94612

14 <http://www.dir.ca.gov/Private-Attorneys-General-Act>