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FILED
Superior Court of California
County of Sacramento
06/12/2026
V. Aleman, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

PATRICK LAMBERT and
DEORLANDRO BROWN, individually and
behalf of all other similarly situated
employees,

Plaintiffs,

v.

PHILLIPS FEED SERVICE INC., a
California Corporation, PHILLIPS FEED
SERVICE COMPANY, INCORPORATED,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2022-00314487

Assigned to the Hon. Lauri A. Damrell

**~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENTS AND JUDGMENT**

Date: June 12, 2026

Time: 9:00 a.m.

Place: Department 22

Complaint Filed: January 25, 2022

Trial Date: None Set

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1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. 1 individual opted out of the Settlement Class. The name of this individual is Effie L.
26 Parkhurst.

27 11. With the exception of the 1 individual who opted out of the Settlement Class, final
28 approval shall be with respect to: All individuals who have been, or currently are, employed by

1 Defendant in California as non-exempt employees during the period from January 25, 2018, through
2 August 20, 2025 (“Class Members”). For Class Members who worked or are working as commercial
3 truck drivers, those day(s) or week(s) working as commercial truck drivers will be excluded from the
4 Workweek calculation. If Class Members only worked as commercial truck drivers during the Class
5 Period, then those individuals are excluded from the Class entirely.

6 12. Plaintiffs Patrick Lambert and Deolandro Brown are adequate and suitable
7 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
8 finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured adequate and
9 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
10 Settlement Class.

11 13. The Court hereby awards Plaintiffs Class Representative Service Payments of \$5,000,
12 each, for their service on behalf of the Settlement Class, and for agreeing to general releases of all claims
13 arising out of their employment with Defendant.

14 14. The Court finds that the attorneys at Davenport Law PC, Barrera & Associates, and
15 Capstone Law APC have the requisite qualifications, experience, and skill to protect and advance the
16 interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and
17 ethical obligations attendant to the position of Class Counsel, and hereby appoints Davenport Law PC,
18 Barrera & Associates, and Capstone Law APC as counsel for the Settlement Class.

19 15. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby
20 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce
21 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be paid to PAGA
22 Employees.

23 16. The Court hereby awards \$266,640 in attorneys’ fees and \$10,000 in costs and expenses
24 to Davenport Law PC, Barrera & Associates, and Capstone Law APC. The Court finds that the
25 requested award of attorneys’ fees is reasonable for a contingency fee in a class action such as this; i.e.,
26 one-third of the common fund created by the settlement. The Court also finds that the request for
27 litigation costs is fair and reasonable. The award of attorneys’ fees and costs will be divided as follows:
28 (a) \$93,324 in attorneys’ fees and \$378.98 in litigation costs to Davenport Law PC; (b) \$93,324 in

attorneys' fees and \$8,528.75 in litigation costs to Barrera & Associates; and (c) \$79,992 in attorneys' fees and \$1,092.27 in litigation costs to Capstone Law APC.

17. The Court approves settlement administration costs and expenses in the amount of \$7,250 to Xpand Legal Consulting LLC.

18. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members. These Participating Class Members have released and forever discharged Defendant and the Released Parties for any and all Released Class Claims during the Class Period:

(i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint or PAGA Notice, including any and all claims involving any alleged failure to compensate for all hours worked; alleged failure to pay penalties for missed meal and rest breaks; alleged failure to pay minimum wages; alleged failure to pay overtime wages; alleged failure to furnish accurate, itemized wage statements; alleged failure to pay compensation upon termination of employment; alleged failure to reimburse business expenses; alleged violation of California's unfair business practices and unfair competition laws; alleged violation of inspection of personnel and payroll records; alleged violation of the California Industrial Welfare Commission's ("IWC") Wage Orders; alleged violation of the California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 222.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 516, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1 and/or 1198.5; (ii) and any damages, premiums, penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on the Operative Complaint or PAGA Notice and which occurred during the Class Period. Except as set forth in Section 6.3 of this Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

19. Additionally, all PAGA Employees and the LWDA have released and forever discharged Defendant and the Released Parties for any and all Released PAGA Claims during the PAGA Period:

(i) all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including but not limited to any alleged failure to compensate

for all hours worked; alleged failure to pay penalties for missed meal and rest breaks; alleged failure to pay minimum wages; alleged failure to pay overtime and double time wages; alleged failure to reimburse business expenses; alleged failure to furnish accurate, itemized wage statements; alleged failure to pay compensation upon termination of employment; alleged violation of California's unfair business practices and unfair competition laws; alleged failure to maintain accurate and complete employee, payroll, and time records; alleged violation of the California Industrial Welfare Commission's ("IWC") Wage Orders; alleged violation of the California Labor Code sections 200, 201, 202, 203, 204, 204b, 204(d), 210, 218.5, 222.5, 225.5, 221-223, 226, 226(a), 226(e), 226.3, 226.6, 226.7, 227.3, 245-248.5, 256, 432.5, 432.7, 500, 510, 512, 512(a), 516, 558, 558.1, 1024.5, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2442, 2698, 2699, 2802, and 2810.5; (ii) and any damages, civil penalties, interest, punitive damages, costs, attorneys' fees, based on the Operative Complaint and PAGA Notice, and which occurred during the PAGA Period.

20. Judgment in this matter is entered in accordance with the above findings.

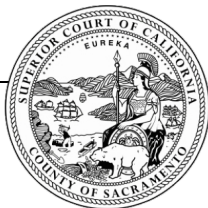
21. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Employees, for purposes of enforcing the terms of the Judgment entered herein.

22. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

23. The Court sets a compliance hearing for February 26, 2027 at 10:30 am, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than August 3, 2026. If the settlement terms are fulfilled, the parties shall file a joint request for dismissal. February 11, 2027

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 6/12/26



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

Hon. Lauri A. Damrell
Sacramento County Superior Court Judge