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FRANK BRECKENRIDGE, and the Class

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

FRANK BRECKENRIDGE, individually and
on behalf of others similarly situated,

Plaintiff,

vs.

PACIFIC MATERIAL HANDLING
SOLUTIONS, INC.; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 24CV070227 [lead case]
[consolidated with Case No. 24CV078938]

Honorable Somnath Raj Chatterjee
Department 21

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: August 4, 2026
Time: 2:30 p.m.
Dept.: 21
Reservation: 268505381130

Class Complaint Filed: April 3, 2024
PAGA Complaint Filed: June 7, 2024
Consolidated: February 11, 2025
Trial Date: Not Set

1 Plaintiff Frank Breckenridge’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on August 4, 2026 at 2:30 p.m. before the Honorable Somnath Raj
4 Chatterjee in Department 21 of the above-captioned Court located at 1225 Fallon Street, Oakland,
5 California 94612.

6 Having received and considered the Amended Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class
8 Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Annabel Blanchard), the Class Representative (Frank Breckenridge), and the Settlement
11 Administrator (Missy Carey on behalf of Apex Class Action LLC), and the evidence and argument
12 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
13 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
14 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Pacific Material Handling Solutions, Inc. (“Defendant”) (together, with
17 Plaintiff, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant within the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from April 3, 2020, through February 20, 2025.

22 3. The Court appoints Plaintiff Frank Breckenridge as the Class Representative for
23 settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L.
25 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
26 settlement purposes only.

27 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
28 with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
2 any other applicable law, and constitutes the best notice practicable under the circumstances, by
3 providing individual notice to all Class Members who could be identified through reasonable effort,
4 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 other Class Members. The Class Notice fully satisfied the requirements of due process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
12 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
13 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
16 by or against Defendant or any of the other Released Parties.

17 8. The Court finds that one (1) Class Member, Aaron Scovel, has validly and timely opted
18 out of the Class Settlement, and no Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
21 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

22 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$175,000.00 and reimbursement of actual litigation costs and expenses
24 to Class Counsel in the sum of \$24,608.21. The attorneys' fees and reimbursement of litigation costs
25 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
26 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
27 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
28 obtained for the Class.

1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$4,990.00 to Apex Class Action LLC. for performance of settlement administration
3 services.

4 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
5 Labor and Workforce Development Agency (“LWDA”) as 75% of the payment allocated toward
6 PAGA penalties.

7 13. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
8 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
9 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

10 14. It is hereby ordered that within fourteen (14) calendar days after Defendant funds the
11 Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement
12 Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’
13 Fees and Costs to Class Counsel, the Enhancement Payment to Plaintiff, the LWDA Payment to the
14 LWDA, and Settlement Administration Costs to itself.

15 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
16 valid and negotiable for one hundred and twenty (120) calendar days from the date the checks are
17 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
18 distributed by the Settlement Administrator to the cy pres beneficiary, Legal Aid at Work.

19 16. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
20 Class Members, on behalf of themselves and their former and present representatives, agents,
21 attorneys, heirs, administrators, successors, transferees, and assigns, will be deemed to have fully,
22 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
23 of any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’
24 fees, damages, or causes of action which were alleged or which could have been alleged based on the
25 factual allegations in the Class Action, arising during the Class Period, under any federal, state, or
26 local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and
27 minimum wages, provide compliant meal and rest periods and associated premium payments, timely
28 pay wages during employment and upon termination, provide compliant wage statements, maintain

complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, applicable Wage Order(s) and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, et seq., and any other claims, including claims for statutory penalties (excluding civil penalties pursuant to PAGA), pertaining to the Class Members (collectively, “Released Class Claims”).

17. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California (including the LWDA) with respect to all PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, applicable Wage Order(s) (collectively, “Released PAGA Claims”).

18. “Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

19. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

1 20. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
3 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 21. A Non-Appearence Case Review re: Final Report is set for _____,
5 at _____a.m./ p.m. in 21 of the above-captioned Court located at 1225 Fallon Street, Oakland,
6 California 94612. The Settlement Administrator shall file a Final Report by _____.

7 **IT IS SO ORDERED.**

8 Dated: _____

_____ Honorable Somnath Raj Chatterjee