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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

STEVEN PORTER, ANDRE STOKES,
TODD GASSER, CURTIS BALDWIN,
ROBB LEWIS, ANTONIO REYES, and
BERNARDO ROMERO, individually, on
a representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

JOHN CHRISTNER TRUCKING, LLC,
an Oklahoma Limited Liability Company;
HIRSCHBACH, INC., an Indiana
Corporation; HIRSCHBACH MOTOR
LINES, INC., an Iowa Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2406864

*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis,
Antonio Reyes, and Bernardo Romero's Motion for Final Approval of the Settlement (the "Final
Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement¹ (the

¹ See Exhibit A to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on July 13, 2026.

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

1 “Settlement Agreement”) came for hearing in Department 1 of the above-entitled court. The
2 Final Approval Motion was unopposed by Defendants John Christner Trucking, LLC,
3 Hirschbach, Inc., Hirschbach Motor Lines, Inc.

4 Having considered the Final Approval Motion, the Settlement Agreement, the
5 Declarations, and all other materials properly before the Court and having conducted an inquiry
6 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
7 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
8 Due and adequate notice having been given to the Class, and the Court having considered the
9 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
10 comments received regarding the proposed settlement, and having reviewed the record in this
11 Litigation, and good cause appearing,

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

13 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
14 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

15 2. The Court has jurisdiction over the subject matter over this Action, the Class
16 Representatives, the Class Members, and the claims against Defendants. The Court finally
17 appoints Plaintiffs as Class Representatives, and further appoints Brian Mankin and Peter
18 Carlson of Lauby Mankin Lauby LLP as Class Counsel.

19 3. For purposes of effectuating this Order and Judgment, this Court has certified the
20 following class: “all members of the Contractor Subclass and the Employee Subclass.” The
21 Court further adopts the following defined terms from the Settlement Agreement:

22 A. The “Contractor Subclass” means all current and former California
23 resident truck drivers who, on behalf of themselves or a business, entered into a written contract
24 to provide equipment and delivery services as independent contractors for any of the Defendants,
25 and performed services for any of the Defendants in the State of California at any time during the
26 Contractor Subclass Period, which is September 30, 2020, through March 12, 2026.

1 B. “Employee Subclass” means all current and former California resident
2 truck drivers employed by any of the Defendants who drove in California at any time during the
3 Employee Subclass Period, which is March 11, 2020, through March 12, 2026.

4 4. As set forth in the Settlement Agreement, “PAGA Group Members” means (a) all
5 current and former California resident truck drivers employed by any of the Defendants who
6 drove in California at any time during the PAGA Period; and (b) all current and former
7 California resident truck drivers who, on behalf of themselves or a business, entered into a
8 written contract to provide equipment and delivery services as independent contractors for any of
9 the Defendants, and performed services for any of the Defendants in the State of California at
10 any time during the PAGA Period. The “PAGA Period” is March 8, 2023, through March 12,
11 2026.

12 5. The Court finds that the distribution of the Class Notice, Objection Form, and
13 Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Jennifer Forst filed on
14 July 13, 2026), as provided for in the Order Granting Preliminary Approval for the Settlement,
15 constituted the best notice practicable under the circumstances to all Class Members and fully
16 met the requirements of California law and due process under the California and United States
17 Constitutions. Based on evidence and other material submitted, the actual notice to the class was
18 adequate.

19 6. The Court finds that the instant Action presented a good faith dispute of the
20 claims alleged, and the Court finds in favor of settlement approval.

21 7. The Released Class Claims on behalf of the Participating Class Members
22 included:

23 any claims alleged in the Consolidated Complaint and any claims based upon
24 the facts alleged in the Consolidated Complaint, including: claims for
25 misclassification, unpaid wages, failure to pay minimum wages, failure to
26 pay regular wages, failure to reimburse business expenses, failure to pay for
27 rest and recovery periods, lost equity, failure to provide accurate itemized
28 wage statements, failure to maintain records, improper deduction of wages,
failure to timely pay wages during employment, failure to timely pay final
wages at termination, and unfair business practices. The Released Class
Claims include all claims arising under federal and state law based on the
facts or claims asserted in the Consolidated Complaint, including the Fair

1 Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*; and California
2 Labor Code sections 200, 201, 202, 203, 218.6, 221, 223, 226, 226.2, 226.3,
3 226.8, 558, 1194, 1194.2, 1197, and 2802; as well as all such claims brought
4 under California Industrial Welfare Commission Wage Orders, and
5 California Business and Professions Code sections 17200 *et seq.*, including
6 claims of Unfair and Unlawful Competition for lost equity arising from
7 allegations that Defendants deprived individuals who participated in
8 Defendants' "lease purchase" program of equity accrued in vehicles they
9 leased when their lease was terminated prior to completion of the lease term.
The Released Class Claims includes claims for restitution, interest, costs and
expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated
damages, equitable remedies, and/or pre- or post-judgment interest at any
time during the Class Period to the extent such claims arise from the facts or
claims asserted in the Consolidated Complaint.

10 8. The Released PAGA Claims included:

11 any PAGA Claims that Plaintiffs alleged against the Defendants or Released
12 Parties and any PAGA claims based on the facts alleged in the Consolidated
13 Complaint and PAGA Letters, including all claims seeking civil penalties
14 under PAGA premised upon claims for: misclassification, unpaid wages,
15 failure to pay minimum wages, failure to pay regular wages, failure to pay
16 overtime wages, failure to reimburse business expenses, failure to pay for
17 rest and recovery periods, lost equity, failure to provide accurate itemized
18 wage statements, failure to maintain records, payroll recordkeeping,
19 reporting time, improper deduction of wages, failure to pay sick wages at
20 the regular rate, failure to timely pay wages during employment, failure to
21 timely pay final wages at termination, and all other claims for civil penalties
22 recoverable under PAGA based on the facts or claims alleged in the PAGA
23 Letters and Consolidated Complaint, including claims for civil penalties
24 under PAGA based on alleged violations of California Labor Code §§ 200,
25 201, 202, 203, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.8, 558, 1194,
1194.2, 1197, and 2802, as well as California Industrial Welfare
Commission Wage Order No. 9, § 4 and California Code of Regulations,
title 8, § 11090. The Released PAGA Claims shall also include all claims
for restitution, interest, costs and expenses, attorneys' fees, declaratory
relief, injunctive relief, liquidated damages, equitable remedies, and/or pre-
or post-judgment interest at any time during the PAGA Period to the extent
such claims arise from the PAGA claims asserted in the Consolidated
Complaint. The Released PAGA Claims shall include all such claims
accrued during the PAGA Period.

26 9. There were no Objections and two timely and valid Request for Exclusions from
27 the Settlement that were submitted by Tony Hollingsworth and Mauricio Moran. Thus, all Class
28 Members (except for the ~~one~~ ^{two} timely Request ^{for} Exclusion above) are Participating Class

1 Members who are entitled to an Individual Class Payment, pursuant to the Settlement and this
2 Judgment. Furthermore, all PAGA Group Members are entitled to an Individual PAGA
3 Payment, pursuant to this Settlement and Judgment.

4 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
5 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
6 Parties are directed to perform in accordance with the terms set forth in the Settlement
7 Agreement and this Order and Judgment.

8 11. The Parties are to bear their own costs, except as otherwise provided in the
9 Settlement Agreement and this Order and Judgment.

10 12. With respect to the Class and for purposes of approving this Settlement, this Court
11 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
12 joinder of all members is impracticable; (b) there are questions of law or fact common to the
13 Class Members, and there is a well-defined community of interest among the Class Members
14 with respect to the subject matter of the Action; (c) the claims of Class Representatives are
15 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
16 adequately protected the interests of the Class Members; (e) a class action is superior to other
17 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
18 for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the
19 Plaintiffs in their individual and representative capacity and for the Class.

20 13. By this Order and Judgment, the Class Representatives, on behalf of themselves
21 and their respective successors, assigns, agents, executors, heirs and personal representatives,
22 and/or affiliated business entities, spouse and attorneys, shall release, relinquish, and discharge
23 the Released Class Claims as well as all other claims, as defined in Section VI of the Settlement
24 Agreement, against Defendants and the Released Parties. Additionally, by this Judgment, each
25 of the Participating Class Members shall be deemed to have, and by operation of the Judgment
26 shall have, fully, finally, and forever released, relinquished, and discharged all Released Class
27 Claims against Defendants and the Released Parties, as set forth in this Order and the Settlement
28 Agreement.

1 14. By this Order and Judgment, Plaintiffs and the State of California and its LWDA
2 shall fully, finally, and forever release, relinquish and discharge Defendants and the Released
3 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
4 Released PAGA Claims, this Order and Judgment shall have preclusive effect, under the
5 doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of California and its
6 LWDA, and PAGA Group Members, to the fullest extent permitted by applicable law. See *Arias*
7 v. Superior Court (2009) 46 Cal.4th 969.

8 15. The Settlement is not an admission of wrongdoing or violation by Defendants or
9 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
10 the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither
11 this Settlement Approval Order, the Settlement, or the Judgment nor any document referred to
12 herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used
13 as an admission by or against Defendants or any of the other Released Parties of any fault,
14 wrongdoing, or liability whatsoever.

15 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
16 \$1,200,000.00. From this amount, Class Counsel sought an allocation of \$120,000 to the Lost
17 Equity Fund, and an award of attorney's fees of \$400,000.00, litigation expenses of \$18,984.50,
18 Service Awards of \$10,000 each to Class Representatives Andre Stokes, Steven Porter, and Todd
19 Gasser, Service Awards of \$5,000 each to Class Representatives Curtis Baldwin, Robb Lewis,
20 Antonio Reyes, and Bernardo Romero, Settlement Administrator Costs of \$11,000 to CPT
21 Group, and \$40,000 to PAGA Penalties (with 75% [\$30,000] to the LWDA and 25% [\$10,000]
22 to the PAGA Group Members. Defendants do not oppose these requests. The Court finds that
23 the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below
24 from the Settlement Amount:

- 25 A. \$120,000.00 to the Lost Equity Fund;
26 B. \$400,000.00 to Class Counsel for attorneys' fees;
27 C. \$18,984.50 to Class Counsel for costs/expenses;
28

- D. \$10,000 each to Class Representatives Andre Stokes, Steven Porter, and Todd Gasser and \$5,000 each to Class Representatives Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero as Service Awards;
- E. \$11,000 to the Settlement Administrator, CPT Group;
- F. \$30,000 to the LWDA;
- G. \$10,000 to the PAGA Group Members;
- H. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. Defendants are directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the PAGA Group Members' Individual PAGA payments, and issue all payments within in accordance with the Settlement Agreement.

18. The following dates shall govern for purposes of this implementing this Order/Judgment:

August 4, 2026	Final Approval Order is entered
October 5, 2026	The "Effective Date" occurs
October 15, 2026	Defendants are ordered to fund the Settlement Amount plus Defendants' share of payroll taxes owed on Individual Class Payments.
10 Days After Receipt of Funding/Payment	Settlement Administrator to issue all payments.
April 23, 2027 (estimated)	180-day deadline for Participating Class Members and PAGA Group Members to cash the settlement checks
June 1, 2027	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and PAGA Group Members, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
Date: July 13, 2028 Time: 8:30 a.m.	Final Disbursement Hearing

1 19. The envelope transmitting the settlement checks shall bear the notation "YOUR
2 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the
3 settlement checks to the Participating Class Members and PAGA Group Members, the
4 Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members
5 either on a postcard or as a detachable portion of the check for the Participating Class Members,
6 noting the following: "Please be advised that on [INSERT DATE] the Superior Court of
7 California for the County of Riverside entered Judgment in the case entitled Porter, et al. v. John
8 Christner Trucking, LLC, et al., Case No. CVRI2406864, on behalf of the Participating Class
9 Members, which includes: (A) the "Contractor Subclass", defined as "all current and former
10 California resident truck drivers who, on behalf of themselves or a business, entered into a
11 written contract to provide equipment and delivery services as independent contractors for any of
12 the Defendants, and performed services for any of the Defendants in the State of California at
13 any time during the Contractor Subclass Period", which is September 30, 2020, through March
14 12, 2026, and (B) the "Employee Subclass", defined as all current and former California resident
15 truck drivers employed by any of the Defendants who drove in California at any time during the
16 Employee Subclass Period", which is March 11, 2020, through March 12, 2026.

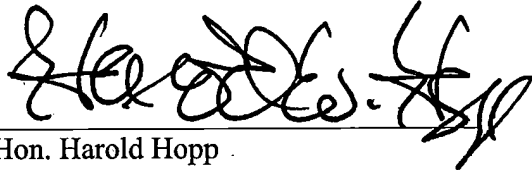
17 20. Participating Class Members and PAGA Group Members shall have 180 days to
18 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
19 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
20 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
21 the deadline to cash the check. If any check that is issued to a current employee of Defendants is
22 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
23 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with
24 Defendants to have the check(s) delivered to the Participating Class Member at their place of
25 employment. In the event that a Participating Class Members and/or PAGA Group Member
26 does not negotiate his/her check within this time period, the check will be canceled. The value
27 of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely
28

1 cash a settlement check shall be issued to the California State Controller in the name of the Class
2 Member and/or PAGA Group Member.

3 21. This document shall constitute a Judgment for purposes of California Rule of
4 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
5 Class Representatives, the Class Members, and Defendants for the purposes of supervising the
6 implementation, enforcement, construction, administration, and interpretation of the Settlement
7 Agreement and this Judgment.

8 IT IS SO ORDERED.

9 Dated: August 4, 2020


Hon. Harold Hopp