

James R. Hawkins, SBN 192925
Isandra Fernandez, SBN 220482
Anthony Draper SBN 344391
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
isandra@jameshawkinsaplc.com
anthony@jameshawkinsaplc.com

Attorneys for Plaintiff, DAVID RAYMOND TINCUP, JR.,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

DAVID RAYMOND TINCUP JR. on behalf of
himself and all others similarly situated

Plaintiff,

vs.

PCA CENTRAL CALIFORNIA
CORRUGATED, LLC d/b/a PACKAGING
CORPORATION OF AMERICA, a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2022-00318214

Assigned for All Purposes To:

Hon. Lauri A. Damrell

Dept. 8B

**[PROPOSED] ORDER AND
JUDGEMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 WHEREAS, this consolidated action is pending before this Court as a putative class and
2 PAGA action (the “Action”); and

3 WHEREAS, Plaintiff, through an unopposed and judgment of final approval of the
4 settlement of the Action in accordance with the Class and PAGA Settlement Agreement and
5 Addendum thereto (“Settlement Agreement”), which sets forth the terms and conditions for a
6 proposed settlement and final resolution of the Action upon the terms and conditions set forth
7 therein; and

8 WHEREAS the Court, having read and considered the Settlement Agreement and any
9 exhibit annexed thereto, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED,
10 AND DECREED that the Motion for Final Approval of Class Action and PAGA Settlement is
11 GRANTED, subject to the following findings and orders.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. This Order incorporates by reference the definitions in the final version of the
14 Settlement Agreement which has been filed with the Court and all terms defined therein shall
15 have the same meaning in this Order as set forth in the Settlement Agreement.

16 2. This Court has jurisdiction over the subject matter of this litigation and over the
17 Parties to this litigation, including all Class Members.

18 3. The Court hereby grants final approval to and certifies the Class for settlement
19 purposes only. For the purposes of this settlement, the Class is defined as all non-exempt
20 employees who worked for Defendant’s Kingsburg and McClellan facilities from January 1,
21 2020 through April 30, 2025.

22 4. The Court finds that, for purposes of this settlement, Aggrieved Employees means
23 all non-exempt employees who worked for Defendant’s Kingsburg and McClellan facilities from
24 September 8, 2021 through April 30, 2025.

25 5. The Court finds the distribution of the Notice of Class and PAGA Action
26 Settlement (“Class Notice”) has been completed. The Class Notice constituted notice that was
27 reasonably calculated under the circumstances to apprise Class Members of the pendency of the
28 Action, the Settlement and its terms, and their right to exclude themselves from or object to the

1 proposed Settlement and to appear at the Final Approval Hearing. The Class Notice was
2 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
3 notice and met all applicable requirements of due process, and any other applicable rules or law.
4 The Class Notice fully satisfies due process requirements. The Class Notice was sent via U.S.
5 Mail to all persons entitled to such notice and to all Class Members who could be identified
6 through reasonable effort. As executed, the Class Notice was the best notice practicable under
7 the circumstances.

8 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
9 has been provided timely and adequate notice of the proceedings in this matter and has made no
10 objections to the proceedings or to the Settlement of this matter.

11 7. The Court finds that there have been no Requests for Exclusion from and no
12 Objections to the Settlement.

13 8. The Court hereby approves the terms set forth in the Settlement Agreement and
14 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
15 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
16 the Settlement Agreement has been reached as a result of informed and non-collusive arm’s-
17 length negotiations. The Court further finds that the parties have conducted extensive
18 investigation and research, and their attorneys were able to reasonably evaluate their respective
19 positions. The Court also finds that settlement now will avoid additional and potentially
20 substantial litigation costs, as well as delay and risks if the parties were to continue to litigate the
21 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
22 recognizes the value accorded to Class Members.

23 9. Neither this Settlement Agreement nor this Order is an admission by Defendant or
24 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
25 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
26 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
27 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.
28

1 10. Defendant shall fund the Settlement, and the Settlement Administrator will
2 distribute settlement payments, pursuant to the procedures described in the Settlement
3 Agreement.

4 11. The Court confirms Named Plaintiff Amber Palma as the Class Representative.
5 The Court hereby approves the Class Representative Service Payments of Ten Thousand Dollars
6 (\$10,000) to Plaintiff Tincup, Jr.. The Court finds that this amount is fair and reasonable in light
7 of Plaintiff's contribution to the litigation and risks absorbed. The payment of the Class
8 Representative Service Payments shall be made in accordance with the terms of the Settlement.

9 12. The Court hereby confirms James R. Hawkins, Isandra Fernandez, and Anthony
10 Draper, of the law firm of James Hawkins APLC as Class Counsel.

11 13. The Court hereby awards attorneys' fees in the amount of Three Hundred Eighty-
12 Five Thousand Dollars (\$385,000) and costs and expenses of Nineteen Thousand, Seven
13 Hundred and Seventy Two Dollars and Twenty Six Cents (\$19,772.26) to Class Counsel. The
14 Court finds that the attorneys' fees and costs requested were reasonable in light of the relevant
15 factors under California law. The payment of fees and costs to Class Counsel shall be made in
16 accordance with the terms of the Settlement.

17 14. The Court grants final approval of the payment of Fifty-Five Thousand Dollars
18 (\$55,000) shall be allocated to PAGA penalties, from which Forty-One Thousand Two Hundred
19 Fifty Dollars \$41,250 (75%) shall be payable to the LWDA, representing the LWDA's share of
20 PAGA penalties ("PAGA Allocation") and Thirteen Thousand Seven Hundred Fifty Dollars
21 (\$13,750) (25%) to the PAGA Employees. The payments authorized by this paragraph shall be
22 made in accordance with the terms of the Settlement.

23 15. The Court further approves the payment of Eleven Thousand Seven Hundred and
24 Fifty Dollars (\$11,750) to Apex Class Action, LLC as the settlement Administrator for the fees
25 and costs of administering the settlement as set forth in the Settlement Agreement. The payment
26 authorized by this paragraph shall be made in accordance with the terms of the Settlement.
27
28

1 16. Defendant shall have no further liability for costs, expenses, interest, attorneys'
2 fees, or for any other charge, expense, or liability, except as provided in the Settlement
3 Agreement.

4 17. This Judgment is intended to be a final disposition of the above-captioned action
5 in its entirety and is intended to be immediately appealable.

6 18. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure
7 section 664.6, the Court shall have and retain continuing jurisdiction over this action and the
8 parties and Class Members, including after the entry of this Order, to the fullest extent necessary
9 to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this
10 Order and Judgment.

11 19. Counsel shall submit a Final Accounting Report at least 15 calendar days prior to
12 the date of the Final Accounting.

13 20. The Court sets a Final Accounting Hearing on November 6,, 2026, at 9 a.m. in
14 Department 8B of the above-entitled court.

15
16 **IT IS SO ORDERED.**

17
18
19 **Dated:** _____

Hon Lauri A. Damrell
Judge of the Sacramento County Superior Court