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Attorneys for Plaintiff, DAVID RODRIGUEZ,  
on behalf of himself and all others similarly situated  
and aggrieved

**FILED**  
Superior Court of California  
County of Los Angeles  
**05/10/2023**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           N. Navarro           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

DAVID RODRIGUEZ, on behalf of himself  
and all others similarly situated and aggrieved,

Plaintiff,

v.

PACIFICA TRUCKS, LLC, a California  
limited liability company; PEOPLEASE LLC,  
a South Carolina limited liability company;  
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV37576  
[Assigned to the Hon. Stuart Rice, in Dept. 1]

~~[PROPOSED]~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative  
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting  
5 Motion for Final Approval of Class Action and Representative Action Settlement (“Order Granting  
6 Final Approval”) and the Parties’ Joint Stipulation re: Class Action and Representative Action  
7 Settlement (“Settlement Agreement”). All terms used herein shall have the same meaning as defined  
8 in the Settlement Agreement.

9 2. The “Settlement Class” is comprised of all current and former non-exempt, hourly-  
10 paid employees who worked for defendant Pacifica Trucking, LLC (“Defendant”) at any time  
11 during period between October 29, 2016 through May 3, 2022 (“Class Period”) in California  
12 (“Class Members”).

13 3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members  
14 objected to the Settlement.

15 4. Within sixty (60) days following entry of the Order Granting Final Approval, Defendant  
16 shall make a payment of \$174,975.00, the Gross Settlement Amount, and Employer Taxes, to the  
17 Settlement Administrator, provided that the Settlement Administrator has provided the Parties with  
18 an accounting of the amounts to be paid by Defendants pursuant to the terms of this Settlement. All  
19 funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiff, the LWDA,  
20 Participating Class Members, and Aggrieved Employees pursuant to the Order Granting Final  
21 Approval.

22 5. Individual Settlement Payment and Individual PAGA Payment checks shall remain  
23 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.  
24 Within seven (7) calendar days after expiration of the 180-day period, checks for such payments  
25 shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or  
26 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The  
27 Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384,  
28 shall be transmitted to the Legal Aid at Work for use in Los Angeles County.

1           6.       Upon the entry of the Order granting Final Approval of the Settlement, entry of this  
2 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement  
3 Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and all Participating  
4 Class Members release all claims against the Released Parties asserted in the Operative Complaint  
5 or any and all claims that may be asserted against the Released Parties based on the factual  
6 allegations in the Operative Complaint, as follows: For the duration of the Class Period, the release  
7 includes, but is not limited to, for Participating Class Members: (1) all claims for failure to pay  
8 overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide  
9 compliant meal periods, or compensation in lieu thereof; (4) all claims for failure to provide  
10 compliant rest periods, or compensation in lieu thereof; (5) all claims for the failure to timely pay  
11 wages upon termination or resignation; (6) all claims for non-compliant wage statements; (7) all  
12 claims for failure to pay interest on deposits; and (8) all claims asserted through California Business  
13 & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the  
14 Operative Complaint (“Class Released Claims”).

15           7.       For Aggrieved Employees, and, to the extent permitted by law, the State of California,  
16 the release includes, for the duration of the PAGA Period, all claims asserted in the PAGA Notice  
17 and alleged in the Operative Complaint, for PAGA civil penalties pursuant to Labor Code sections  
18 210, 226.3, 558, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201,  
19 202, 203, 204, 226, 226.7, 246 et seq., 432, 510, 512, 1174, 1194, 1194.2 1197, 1198.5, 2802,  
20 2810.5, and Los Angeles Municipal Code section 187.01 et seq. (“PAGA Released Claims”).

21           8.       The parties released shall include Defendant and each of its past, present, and future  
22 respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored  
23 employee benefit plans of any nature and their successors and predecessors in interest, including all  
24 of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,  
25 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents  
26 (collectively “Released Parties”).

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1           9.       This document shall constitute a Judgment for purposes of California Rules of Court,  
2 Rule 3.769(h).

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4 Dated:           05/10/2023           ~~2023~~  
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*Maureen E. Anderson*  
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6 Judge of the Superior Court  
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