

04/02/2026

Clerk of the Court, Executive Officer / Clerk of the Court

By:  Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

PABLO ACOSTA, COLLEEN
DUARTE, CALVIN SMITH, SLEEM
SHEIKH, and CHIA-CHEN CHANG,
individuals, on behalf of themselves,
and on behalf of all persons similarly
situated,

Plaintiff,

vs.

AXLEHIRE, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV057116
[consolidated with Case No. 23CV055896]

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

Hearing Date: March 17, 2026
Hearing Time: 2:30 p.m.

Judge: Hon. Somnath Raj Chatterjee
Dept: 21

Date Filed: December 1, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Pablo Acosta, Colleen Duarte, Calvin Smith, Sleem
2 Sheikh, and Chia-Chen Chang (“Plaintiffs”) for an order finally approving the First Amended
3 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Jitsu, Inc.
4 (formerly known as Axlehire, Inc.) (“Defendant”), attorneys’ fees and costs, service payments,
5 and the expenses of the Administrator duly came on for hearing on March 17, 2026 before the
6 Honorable Somnath Raj Chatterjee.

7 **I.**
8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Alameda, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Four Hundred
17 Thousand Dollars (\$2,400,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On September 9, 2026, the Court granted preliminary approval of the Settlement.
26 At this same time, the Court approved conditional certification of the Class for settlement
27 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about December 5, 2025. The mailing of the Class Notice to their last-known addresses was the
5 best notice practicable under the circumstances and was reasonably calculated to communicate
6 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
7 the Class Members fully and accurately informed the Class Members of all material elements of
8 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
9 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
10 complied fully with the laws of the State of California, the United States Constitution, due process
11 and other applicable law. The Class Notice fairly and adequately described the Settlement and
12 provided Class Members adequate instructions and a variety of means to obtain additional
13 information.

14 7. The Response Deadline for opting out or submitting written objections to the
15 Settlement was February 3, 2026, which for re-mailings was extended by fourteen (14) days.
16 There was an adequate interval between notice and the deadline to permit Class Members to
17 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
18 Class Members to participate in this hearing, and all Class Members and other persons wishing to
19 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
20 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness of the Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Kevin Barnes, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs and Class Counsel’s investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Three (3) requests for exclusion were received.

9 e. The participation rate was high. 14,319 Participating Class Members will
10 be mailed a settlement payment, representing 99.98% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members’ claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$720,000 for attorneys’ fees, representing 30% of the Gross
20 Settlement Amount, and \$17,087.42 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
23 lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more
26 than \$15,000 each to the Plaintiffs, subject to the Court’s approval. The Court finds that Class
27 Representative Service Payments in the reduced amount of \$7,500 to each of the Plaintiffs are
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1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 his time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$71,500 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$25,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who are or previously contracted with
19 Defendant as couriers in the State of California at any time during the PAGA Period (March 24,
20 2022 through March 17, 2025). Pursuant to Labor Code section 2699, the LWDA was provided
21 notice of the Agreement and these settlement terms and has not indicated any objection thereto.
22 The Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The Class is certified for the purposes of settlement only. The Class is defined as
27 follows:

1 All individuals who are or previously contracted with Defendant as couriers in the
2 State of California at any time during the Class Period (December 1, 2019 through
March 17, 2025).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The three
5 individuals who requested exclusion are: Donald Eugene French, Xiounamey Oston Fasel, and
6 Taylor Anthony Garciagrisham.

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
9 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
10 Agreement, by transmitting the funds to the Administrator in three separate installments as
11 follows: (a) 38% twenty-one (21) days after the Effective Date, (b) 31% one year after the first
12 payment, and (c) the final 31% of the Gross Settlement Amount one year after the second
13 payment. In the event Defendant defaults on any of the payments set forth above, after being given
14 notice by Class Counsel and an opportunity to cure within twenty (20) business days, Defendant
15 agrees that all payments still due and owing on the Payments in the total amount of \$2.4 million,
16 less any payments received, shall be accelerated and due immediately. The Administrator shall
17 make a total of three (3) payment distributions with each distribution being made within thirty (30)
18 days of receipt of each installment, scheduled pursuant to Section 4.3, above. For the first
19 distribution, the \$912,000 received by the Administration as the first installment shall be used to
20 make payment of the Individual PAGA Payments to Aggrieved Employees along with pro rata
21 distributions of the Net Settlement Amount to Participating Class Members. For the second
22 distribution, the \$744,000 received by the Administrator shall be used to (1) first fund the
23 remainder of the Net Settlement Amount to distribute on a pro rata basis only to those
24 Participating Class Members who cashed their first distribution check, (2) second to pay the
25 Administration Expenses Payment, (3) third to pay the Class Representative Service Payments, (4)
26 fourth to pay the LWDA Payment, (5) fifth to pay the Class Counsel Litigation Expenses
27 Payment, and (6) sixth any remainder to pay a portion of the Class Counsel Fees Payment. For the
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1 third distribution, the \$744,000 received by the Administrator shall be used to pay the remainder
2 of the Class Counsel Fees Payment. The Court orders that the settlement checks are void 120 days
3 after mailing.

4 18. Class Counsel are awarded attorneys' fees in the amount of \$720,000 and costs in
5 the amount of \$17,087.42. 10% of any fee award to be kept in the administrator's trust fund until
6 the completion of the distribution process and Court approval of a final accounting. Class Counsel
7 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
8 members of the Class.

9 19. The payment of Class Representative Service Payments in the amount of \$7,500
10 each to the Plaintiffs is approved.

11 20. The payment of \$71,500 to the Administrator for its fees and expenses is approved.

12 21. The PAGA Penalties amount of \$100,000 is approved and is to be distributed in
13 accordance with the Agreement. Pursuant to Labor Code section 2699, Class Counsel shall
14 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
15 entry.

16 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
17 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
18 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
19 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
20 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
21 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
22 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
23 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
24 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
25 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
26 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
27 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
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1 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
2 Claims and/or Released PAGA Claims.

3 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
5 and Judgment shall be posted on the Administrator’s website as set forth in the Class Notice to the
6 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
7 to individual Class Members.

8 25. If the Agreement does not become final and effective in accordance with the terms
9 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
10 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
11 revert to their respective positions as of before entering into the Agreement, and expressly reserve
12 their respective rights regarding the prosecution and defense of this Action, including all available
13 defenses and affirmative defenses, and arguments that any claim in the Action could not proceed
14 in this Court, could not be certified as a class action and/or managed as a representative action.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
17 Plaintiff, and all members of the Class, shall take nothing in the Action.

18 27. All Parties shall bear their own attorneys’ fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 28. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount, Plaintiffs, Participating Class Members, and the LWDA will release claims against all
22 Released Parties as follows:

23 (a) All Participating Class Members, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, release Released Parties from the Released Class Claims. The “Released Class
26 Claims” are all claims that were alleged, or reasonably could have been alleged, based facts
27 alleged in the Operative Complaint and any amendments, including: (1) Unfair Competition in
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1 violation of California Business and Professions Code and violation of Prop. 22 (Bus & Prof.
2 Code section 7450 et seq.); (2) failure to pay minimum wages; (3) failure to pay overtime wages;
3 (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6) failure
4 to provide accurate itemized statements; (7) failure to reimburse employees for required expenses;
5 (8) misclassification of employees under Labor Code sections 226.8 and 2753; (9) failure to timely
6 pay all wages during employment and upon termination; (10) collecting and/or withholding
7 gratuities and failure to keep accurate records of gratuities in violation of California Labor Code
8 sections 351 et seq.; (11) failure to provide sick leave and provide written notice of sick leave in
9 violation of California Labor Code section 246 et seq.; (12) receiving wages already paid /
10 unlawful deductions in violation of California Labor Code section 221, 224; (13) failing to pay
11 costs of mandatory drug testing and/or physical examinations in violation of California Labor
12 Code section 222.5; (14) secretly paying wages lower than required by statute in violation of
13 California Labor Code section 223; (15) requiring released claims as a condition to receiving
14 paychecks in violation of California Labor Code section 206.5; (16) failure to provide one days
15 rest in seven in violation of California Labor Code sections 551, 552; (17) failure to provide
16 written notice of material terms of employment in violation of California Labor Code sections
17 2810.5 and 432.5; (18) failure to keep accurate records in violation of California Labor Code
18 sections 1174, 1174.5, and 1175; (19) willfully refusing to pay wages in violation of Labor Code
19 sections 216, 218, 218.5, and 225.5; (20) failing to pay out vested vacation time in violation of
20 Labor Code section 227.3; and (21) failure to remit wages that it has withheld to benefit plans in
21 violation of Labor Code section 227, which occurred during the Class Release Period. Except as
22 expressly set forth in the Agreement, Participating Class Members do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
24 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
25 California class claims outside the Class Period.

26 (b) The Plaintiff, as proxy of the LWDA, LWDA and State of California, on
27 behalf of themselves and their respective former and present representatives, agents, attorneys,
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1 heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA
2 Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or
3 reasonably could have been alleged, based on the facts alleged in the PAGA Notices and the
4 exhibits thereto, which occurred during the PAGA Release Period, including the Labor Code
5 claims listed above in the Released Class Claims. The Released PAGA Claims do not include
6 other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful
7 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
8 disability, social security, and worker’s compensation, and claims outside of the PAGA Period.

9 (c) Plaintiffs and their respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 Released Parties from the Plaintiffs’ Release, as fully set forth in the Agreement.

12 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to the Court-approved non-
15 profit charity, Legal Aid at Work, consistent with Code of Civil Procedure, section 384(b) (“the
16 Cy Pres Recipient”). The Court orders that funds not be distributed to the Cy Pres Recipient until
17 after Court approval of a final accounting. If there are significant uncashed checks after the initial
18 distribution, then class counsel may propose a second distribution to the persons who cashed the
19 first checks. Based on information provided by the Administrator, the Court might order a second
20 distribution.

21 30. The Court sets a compliance hearing on final distribution for September 14, 2026 at
22 2:30 p.m. in Department 21. In advance of this hearing, the Administrator shall submit a summary
23 accounting how the funds have been distributed to the class members and the status of any
24 unresolved issues. If the distribution is completed, the Court will at that time release funds to the
25 Cy Pres Recipient and any hold-back of attorneys’ fees. At the time of the final accounting that
26 counsel for Plaintiffs transmit a copy of this order and the final judgment and the final accounting
27 to the Judicial Council. (CCP 384.5; Govt Code 68520.)

1 31. The Court hereby enters judgment in the entire Action as of the filing date of this
2 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
3 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
4 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
5 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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Dated: 04/02/2026



HON. SOMNATH RAI CHATTERJEE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
S. Raj Chatterjee / Judge