

Filed FEB - 6 2019  
ROSA JUNQUEIRO, CLERK

By DELDRIENE G. ARELLANO  
DEPUTY

1 **MELMED LAW GROUP P.C.**  
Jonathan Melmed (SBN 290218)  
2 jm@melmedlaw.com  
3 1180 South Beverly Drive, Suite 610  
Los Angeles, California 90035  
4 Telephone: (310) 824-3828  
Facsimile: (310) 862-6851

5  
6 Attorneys for Plaintiff and Putative Class

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF SAN JOAQUIN**

9  
10 Jackie Thompson, individually and on behalf of  
all others similarly situated,

11 Plaintiff,

12 v.

13 Cheema Freightlines, a California Limited  
Liability Company, and DOES 1-10,

14 Defendant.  
15

Case No. STK-CV-UOE-2017-11658

[PROPOSED]

**ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
ATTORNEYS' FEES AND COSTS**

Date: February 6, 2019

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Roger Ross

Complaint Filed: November 1, 2017

FAC Filed: August 31, 2018

Trial Date: None Set

JAN 22 2019

BY FAX

1 On February 6, 2019, the Court held a hearing on Plaintiff's Motion for Final Approval of  
2 Class Action Settlement and Attorneys' Fees and Costs.

3 The Court has reviewed the Class Notice and related forms and the notice procedures that  
4 the parties implemented in accordance with the Court's Order on Plaintiff's motion for preliminary  
5 approval of the class action settlement. The Court finds that Class Members have duly been given  
6 notice of the Settlement, to participate in the settlement by doing nothing, to contest the number  
7 of weeks-worked specified on their Share Forms, exclude themselves from the Settlement, and  
8 comment on or object to the Settlement or any of its terms. Having read and considered the  
9 Settlement, the papers filed in support of Plaintiff's unopposed motion, the Court GRANTS final  
10 approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND  
11 DETERMINATIONS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement  
13 and Attorneys Fees and Costs (the "Order") shall have the same meanings given as those terms are  
14 used and/or defined in the parties' Settlement Agreement (the "Settlement" or "Agreement"). A  
15 copy of the Agreement is attached as Exhibit 1 to the Declaration of Jonathan Melmed in Support  
16 of the Motion for Preliminary Approval of Class Settlement and is made a part of this Order.

17 2. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement  
18 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner  
19 that comports with California Rule of Court 3.766. The Class Notice informed 224 Class Members  
20 of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to  
21 submit a request for exclusion, their rights to comment on or object to the Settlement, and their  
22 rights to appear at the Final Approval Hearing, and be heard regarding approval of the Settlement.<sup>1</sup>  
23 Adequate periods of time to respond and to act were provided by each of these procedures. No  
24 Class Members filed written objections to the Settlement as part of this notice process, and no  
25 Class Members filed a written statement of intention to appear at the Final Approval Hearing.

26 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
27

28 <sup>1</sup> Notice was sent to all 224 Class Members, but the administrator reports that after skip-tracing, a National Change of Address Search, and re-mailing, 6 notice packets remained undeliverable.

1 Agreement and as follows:

2 *All California residents who are or have been employed as truck drivers by*  
3 *Defendant, who drove routes in California, and who were paid, in whole or*  
4 *in part, based on a "per mile" basis at any time from November 1, 2013*  
5 *through September 25, 2018.*

6 4. The Court deems this definition sufficient for the purpose of California Rule of  
7 Court 3.765(a), and solely for the purpose of effectuating the Settlement.

8 5. The Court appoints Plaintiff Jackie Thompson as Class Representative.

9 6. The court appoints Jonathan Melmed of Melmed Law Group P.C. as adequate class  
10 counsel.

11 7. The terms of the Agreement, including the Gross settlement amount of \$400,000.00  
12 and the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each  
13 Class Member, and the Courts grants final approval of the Settlement set forth in the Agreement.  
14 The Court orders the Parties to comply with and carry out all terms and provisions of the  
15 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in  
16 which case the provisions of this Order shall take precedence and supersede the Settlement.

17 Defendants shall pay out the Gross Settlement Amount as follows:

18 1.	Deadline for Defendant to deposit First Installment of \$100,000.00 with Settlement Administrator	[On or before <b>December 31, 2018</b> , pursuant to the Payment Plan, S.A. I, 39]
19 2.	Deadline for Defendant to deposit Second Installment of \$100,000.00 with Settlement Administrator	[On or before <b>July 2, 2019</b> , pursuant to the Payment Plan, S.A. I, 39]
20 3.	Deadline for Defendant to deposit Third Installment of \$100,000.00 with Settlement Administrator	[On or before <b>January 2, 2020</b> , pursuant to the Payment Plan, S.A. I, 39]
21 4.	Deadline for Defendant to deposit Fourth and Final Installment of \$100,000.00 to the Settlement Administrator	[On or before <b>July 2, 2020</b> , pursuant to the Payment Plan, S.A. I, 39]
22 4.	Deadline for Settlement Administrator to distribute Settlement Awards, Enhancement Award, and Class Counsel's Fees and Expenses (if	[Within <b>5 business days</b> of receipt of the fourth and final payment, pursuant to the Payment Plan]

	Settlement is Effective)	
5.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	[Within 120 calendar days of the Final Payment Date

8. The \$11,000.00 designated for payment to CPT Group, Inc., the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

9. The \$133,333.33 amount requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.

10. The \$8,000 amount requested by Plaintiff and Class Counsel for the Class Counsel's reimbursement of expenses is fair and reasonable. The Court grants final approval of, and orders the Class Counsel Litigation Expenses Payment to be made in accordance with the Agreement.

11. The \$10,000.00 requested by Plaintiff for the Class Representative Payment is fair and reasonable. The Court grants final approval of, and orders the Class Representative Payment to be made in accordance with the Agreement.

12. The Court approves of the \$7,500.00 allocation assigned for claims under the Private Attorney General Act (PAGA), and orders 75% thereof (i.e., \$5,625.00) to be paid to the California Labor and Workforce Development Agency (LWDA) in accordance with the terms of the Settlement Agreement.

13. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become Final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant.

1 Neither the Settlement nor this Order or the subsequent Court Judgment is a finding that  
2 certification of the Class is proper for any purpose or proceeding other than for settlement  
3 purposes.

4 14. All Class Members shall be bound by the Settlement and this Order, including the  
5 release of claims in favor of Defendant and the other Released Parties as set forth in the Agreement,  
6 and are permanently barred from prosecuting against Defendant and the other Released Parties any  
7 and all of Class Members' Released Claims as defined in the Agreement.

8 15. Class Representative Jackie Thompson is bound to the general release of claims  
9 against Defendant and the other Released Parties as set forth in the Agreement, and is permanently  
10 barred from prosecuting against Defendant and the other Released Parties any and all of Plaintiff's  
11 Released Claims as defined in the Agreement.

12 16. The Parties shall bear their own respective attorneys' fees and costs except as  
13 otherwise provided in the Settlement Agreement.

14 17. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely  
15 for purposes of enforcing the Settlement Agreement, addressing settlement administration matters,  
16 and addressing such post-Judgment matters as may be appropriate under court rules or applicable  
17 law.

18 18. The Court hereby sets a hearing date of 11/6/2020 at 8:30pm(am) for  
19 a hearing on the final accounting and distribution of the settlement funds.

20 **IT IS SO ORDERED.**

21  
22 DATED: FEB - 6 2019

ROGER ROSS

23 Hon. Roger Ross  
24 Judge of San Joaquin County Superior Court