

1 **SCHEPPACH BAUER PC**
JOHN M. SCHEPPACH (BAR NO. 240633)
2 Email: jmscheppach@sbpc.law
BRIAN R. BAUER (BAR NO. 238368)
3 Email: bbauer@sbpc.law
23181 Verdugo Drive, Suite 105-A
4 Laguna Hills, CA 92653
Phone: (949) 209-8880
5 Fax: (949) 358-7884

Electronically Filed
6/3/2021 3:49 PM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Erin Barnett, Deputy

6 Attorneys for Plaintiff
KENNETH FREENEY, on behalf of himself
7 and all others similarly situated

8 **SCOPELITIS, GARVIN, LIGHT,**
HANSON & FEARY, LLP
9 Christopher C. McNatt, Jr. (BAR NO. 174559)
cmcnett@scopelitis.com
10 2 North Lake Avenue, Suite 560
Pasadena, California 91101

11 **SCOPELITIS, GARVIN, LIGHT,**
HANSON & FEARY, P.C.
12 Alaina C. Hawley (BAR NO. 309191)
ahawley@scopelitis.com
13 James A. Eckhart (BAR NO. 321101)
jeckhart@scopelitis.com
14 10 West Market Street, Suite 1400
15 Indianapolis, IN 46204

16 Attorneys for Defendant,
J.B. HUNT TRANSPORT, INC.

17
18 SUPERIOR COURT OF CALIFORNIA

19 COUNTY OF STANISLAUS

20 KENNETH FREENEY, an individual, on
behalf of himself and all others similarly
21 situated,

22 Plaintiff,

23 vs.

24 J.B. HUNT TRANSPORT, INC., an
Arkansas Corporation, and DOES 1
through 25, inclusive,

25 Defendants.
26
27
28

Case No. CV-18-002954

ASSIGNED FOR ALL PURPOSES TO:
Judge Sonny S. Sandhu
Dept. 24

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT THEREON**

Date: May 13, 2021
Time: 8:30 a.m.
Dept: 24

ORDER GRANTING FINAL APPROVAL AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on May 13, 2021 at 8:30 a.m. in Department 24 of the above-captioned court on the unopposed Motion for an Order Granting Final Approval of the Class Action Settlement.

Having considered the Stipulation and Agreement for Class Action Settlement (the Settlement Agreement); having granted preliminary approval of the same and conditional certification of the Class for settlement purposes only on December 9, 2020; having entered an Order directing that the Notice Packet be mailed to the Class; having conducted a hearing regarding whether the Settlement Agreement should be granted final approval; having considered the submissions filed by the respective parties; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff, Kenneth Freeney, and Defendant, J.B. Hunt Transport, Inc., and the subject matter of the action.

2. The Court hereby GRANTS final approval of the Settlement Agreement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and the Class Period as stated below. The Court finds that the Settlement Agreement terms are fair, reasonable, and adequate pursuant to Section 382 of the California Code of Civil Procedure.

3. The following definitions, as provided in the Settlement Agreement, shall apply herein:

A. **“Class”** means all current and former truck drivers who attended J.B. Hunt’s orientation in California at any time from September 20, 2014, until November 20, 2019 and received any type of Sign-On Bonus.

B. **“Class Counsel”** means John M. Scheppach of Scheppach Bauer PC.

C. **“Class Period”** means September 20, 2014, through November 20, 2019.

D. **“Participating Class Member”** means any Class Member who did not

1 timely submit an Exclusion Request Form, as provided in Section 20 of the Settlement
2 Agreement.

3 E. **“Released Claims”** means all claims, statutory penalties, civil penalties,
4 damages, losses, debts, liabilities, liquidated damages, demands, obligations, costs,
5 expenses, attorneys’ fees, actions or causes of action, which are set forth in the Complaint
6 or which could have been brought in this Class Action based on the facts alleged in the
7 Complaint, including claims for failure to include Sign-On Bonuses in the regular rate, and
8 unpaid overtime wages, interest, liquidated damages, penalties, PAGA penalties, and
9 derivative claims arising therefrom under California Labor Code §§ 203, 226, and 1174(d),
10 claims for violation of all similar provisions or requirements of California law (including
11 the provisions of the California Code of Regulations, the California Industrial Welfare
12 Commission Wage Orders, the General Minimum Wage Order, and California Business &
13 Professions Code § 17200 *et seq.*), and claims for violation of all similar provisions or
14 requirements of federal law (including 29 U.S.C. §§ 207 and 216), which the Class and/or
15 any Class Member has ever had, or hereafter may claim to have, for the Class Period.

16 F. **“Released Parties”** means J.B. Hunt Transport, Inc., an Arkansas
17 Corporation, each of its present and former officers, directors, shareholders, agents,
18 employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates,
19 related companies, successors and assigns.

20 G. **“Sign-On Bonus”** means and includes any of the following bonuses received
21 by a Class Member during the Class Period: a sign-on bonus, a transition assistance bonus,
22 a transition assistance payment, a transition assistance package, or a retention bonus.

23 4. The Court has determined that the Notice Packet fully and accurately informed
24 all Class Members of the material elements of the Settlement Agreement, constituted the
25 best notice practicable under the circumstances, and constituted valid, due and sufficient
26 notice to all Class Members.

27 5. The Court hereby grants final approval of the Settlement Agreement as fair,
28 reasonable and adequate.

1 6. The Court approves the non-reversionary settlement amount of \$350,000.00
2 (the “Common Fund”) established to fund the Settlement Agreement as fair, reasonable, and
3 adequate.

4 7. The Court approves the payment for Settlement Administration Costs incurred
5 by CPT Group Inc. in the amount of \$17,000.00 to be paid from the Common Fund as
6 provided in the Settlement Agreement.

7 8. The Court approves a Service Award to Plaintiff as the class representative in
8 the amount of \$10,000 to be paid from the Common Fund as provided in the Settlement
9 Agreement.

10 9. The Court approves the PAGA Payment of \$20,000, with \$15,000 payable to
11 the California Labor & Workforce Development Agency (“LWDA”) and the remainder
12 (\$5,000) payable to the Participating Class Members, all to be paid from the Common Fund
13 as provided in the Settlement Agreement.

14 10. The Court approves the payment of attorneys’ fees to Class Counsel in the
15 amount of \$116,666.67 as the reasonable compensation for attorney time, and awards an
16 additional \$8,809.27 for reasonable litigation costs to be paid from the Common Fund as
17 provided in the Settlement Agreement.

18 11. The Court hereby directs Defendant to fund the Settlement Agreement in
19 accordance with the terms of, and by the deadlines supplied in, the Settlement Agreement.

20 12. The Court hereby directs the Settlement Administrator to make all
21 disbursements in accordance with the terms of, and by the deadlines supplied in, the
22 Settlement Agreement.

23 13. As set forth in the Settlement Agreement, the Settlement Administrator will
24 prepare and mail settlement checks for each Participating Class Member in the amount of
25 his or her Individual Settlement Payment. The checks to Participating Class Members will
26 indicate on their face that they are void if not negotiated within 180 days of their issuance.
27 In the event a settlement check is returned to the Settlement Administrator with a forwarding
28 address, the settlement check will be forwarded to the forwarding address. In the event a

1 settlement check is returned to the Settlement Administrator without a forwarding address
2 or is otherwise undeliverable, the Settlement Administrator will use reasonable efforts to
3 search for a better address and re-mail the returned check, if possible. If the search does not
4 provide a better address, or the settlement check is ultimately returned without a forwarding
5 address, neither Defendant, Class Counsel or the Settlement Administrator shall be required
6 to take further action to achieve delivery of the check to the Class Member. If, within
7 the 180-day period, the Participating Class Member contacts the Settlement Administrator,
8 or if Class Counsel does so on his or her behalf, the settlement check will be reissued and
9 mailed to the address the Participating Class Member (or Class Counsel) provides. Any
10 such reissued settlement checks will indicate on their face that they are void if not negotiated
11 within 180 days of their issuance. If the check remains uncashed by the expiration of
12 the 180-day period, the Settlement Administrator will pay over the Individual Settlement
13 Payment represented by the check to the California State Controller – Unclaimed Property
14 Division, with the identity of the Participating Class Member to whom the funds belong. In
15 such event, the Participating Class Member will nevertheless remain bound by the
16 Settlement Agreement.

17 14. Any Class Member who submitted a valid and timely Exclusion Request Form
18 shall no longer be a Class Member, shall not be bound by the Settlement Agreement, shall
19 have no right to object to the Settlement Agreement, and shall receive no benefit from the
20 Settlement Agreement.

21 15. Upon the filing of this Order Granting Final Approval and Judgment, Class
22 Members who did not timely exclude themselves from the Settlement Agreement will be
23 deemed to have released the Released Parties from the Released Claims, as set forth in the
24 Settlement Agreement. Class Members who did not timely object to the Settlement
25 Agreement are barred from prosecuting or pursuing any appeal of this Order Granting Final
26 Approval and Judgment.

27 16. Neither this Order Granting Final Approval and Judgment nor the Settlement
28 Agreement shall constitute an admission by Defendant of any liability or wrongdoing

1 whatsoever, nor is this Order Granting Final Approval and Judgment a finding of the validity
2 or invalidity of any claims in the action or a finding of wrongdoing by Defendant herein.

3 17. Each party will bear its own attorneys' fees and costs, except as provided for
4 in the Settlement Agreement.

5 18. By signing and filing this Order Granting Final Approval and Judgment, the
6 Court decrees that the Participating Class Members shall be conclusively deemed to have
7 released and forever discharged the Released Parties from all Released Claims. This release
8 bars Participating Class Members from asserting any of the Released Claims in any action
9 or proceeding against any of the Released Parties.

10 19. The Court hereby sets a Settlement Compliance Hearing on February 15, 2022,
11 at 8:30 a.m. in Department 24 to confirm full administration of the Settlement. Class
12 Counsel shall submit a compliance report no later than five (5) court days before the date of
13 the hearing. At the Settlement Compliance Hearing, the Court shall, if necessary, amend
14 the judgment to direct that the sum of the unpaid funds, plus any interest thereon, be
15 distributed as set forth in the Settlement Agreement.

16 20. Without affecting the finality of this Order Granting Final Approval and
17 Judgment in any way, the Court reserves and retains exclusive and continuing jurisdiction
18 over the action for purposes of supervising the implementation, enforcement, construction,
19 administration and effectuation of the Settlement Agreement. The Settlement Agreement
20 and its terms will be enforceable by the Court pursuant to California Code of Civil Procedure
21 § 664.6.

22 21. Notice of this executed Order Granting Final Approval Of Class Action
23 Settlement And Entering Judgment Thereon shall be posted on the Settlement
24 Administrator's website for a period of at least 90 days.

25 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

26
27 Dated: 5/19/2021

28 

Judge of the Superior Court of California
Sonny S. Sandhu