

APR 24 2023

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

JEAN-LOUIS CHALAYE and SCOTT)
BALLIET, individuals, on behalf of)
themselves and on behalf of all persons)
similarly situated,)

Plaintiffs,)

v.)

PRIDE TRANSPORT, INC., a Corporation, a)
California Corporation; and DOES 1-50,)
Inclusive,)

Defendant.)

Case No. STK-CV-UOE-2021-2766

~~PROPOSED~~ FINAL
APPROVAL ORDER AND JUDGMENT

Hearing Date: April 20, 2023
Hearing Time: 9:00AM

Judge: Hon. Barbara A. Kronlund
Dept: 10D

Date Filed: March 20, 2021
Trial Date: Not Set

Plaintiffs' motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on April 20, 2023, before the above-entitled Court. Zakay Law Group, APC and Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared on behalf of Plaintiffs Jean-Louis Chalaye and Scott Balliet ("Plaintiffs"). Jackson Lewis P.C. appeared on behalf of Defendant Pride Transport, Inc. ("Defendant").

APR 27 2023
Filed
BRANDON E. RILEY, CLERK
By *Alison Little*
DEPUTY

1 I.

2 **FINDINGS**

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

5 1. All terms used herein shall have the same meaning as defined in the
6 Agreement.

7 2. This Court has jurisdiction over the subject matter of this litigation pending
8 in the California Superior Court for the County of San Joaquin ("Court"), Case No. STK-CV-UOE-
9 2021-2766, entitled *Chalaye, et al. v. Pride Transport, Inc., et al.*, and over all Parties to this
10 litigation, including the Class.

11 **Preliminary Approval of the Settlement**

12 3. On December 16, 2022, the Court granted preliminary approval of a class-
13 wide settlement. At this same time the court approved certification of a provisional settlement class
14 for settlement purposes only. The Court confirms this Order and finally approves the settlement
15 and the certification of the Class.

16 **Notice to the Class**

17 4. In compliance with the Preliminary Approval Order, Class Notice was mailed
18 by first class mail to the Class Members at their last known addresses on January 20, 2023. Mailing
19 of the Class Notice to their last known addresses was the best notice practicable under the
20 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
21 proposed settlement to the members of the Class. The Court finds that the Class Notice provided
22 fully satisfies the requirements of California Rules of Court, rule 3.769.

23 5. The deadline for opting out or objecting was March 6, 2023. There was an
24 adequate interval between notice and deadline to permit Class Members to choose what to do and
25 act on their decision. No Class Members objected. Two Class Members requested exclusion: Mario
26 Nevarez and Christopher Hathocoat.

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1 **Fairness Of The Settlement**

2 6. The Agreement provides for a Gross Settlement Amount of \$350,000. The
3 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
4 1794, 1801.)

5 a. The settlement was reached through arms-length bargaining between
6 the parties. There is no evidence of any collusion between the parties in reaching the proposed
7 settlement.

8 b. The Parties' investigation and discovery have been sufficient to allow
9 the Court and counsel to act intelligently.

10 c. Counsel for both parties are experienced in similar employment class
11 action litigation and have previously settled similar class claims on behalf of employees claiming
12 compensation. All counsel recommended approval of the Settlement.

13 d. The percentage of objectors and requests for exclusion is small. No
14 objections were received. Two requests for exclusion were received.

15 e. The participation rate is high. 1589 Class Members will be
16 participating in the Settlement and will be sent settlement payments.

17 7. The consideration to be given to the Class under the terms of the Agreement
18 is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in
19 this Action and is fair, reasonable, and adequate compensation for the dismissal release of the
20 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
21 ensue from continued prosecution of the Action.

22 8. The Agreement is finally approved as fair, adequate, and reasonable and in
23 the best interests of the Class Members.

24 **Attorneys' Fees and Litigation Expenses**

25 9. The Agreement provides for an award of up to 1/3 of the Gross Settlement
26 Amount to Class Counsel as the Class Counsel Fees Payment in this Action, subject to the Court's
27 approval. The Agreement also provides for an award of their actual litigation expenses incurred in
28 an amount not to exceed \$20,000 as the Class Counsel Litigation Expenses Payment. Class Counsel

1 requests an award of \$14,189.76 as reimbursement for litigation expenses, and \$116,666.66 for
2 attorneys' fees.

3 10. An award of \$116,666.66 for the Class Counsel Fees Payment and
4 \$14,189.76 for the Class Counsel Litigation Expenses Payment is reasonable in light of the
5 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
6 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
7 which is reasonable and at the low end of the range for fee awards in common fund cases, and is
8 supported by Class Counsel's lodestar.

9 **Class Representative Service Payments**

10 11. The Agreement provides for a service award of up to \$10,000 for each
11 Plaintiff as the Class Representative Service Payments, subject to the Court's approval. The Court
12 finds that the amounts of \$10,000 for Plaintiff Chalaye and \$10,000 for Plaintiff Balliet are
13 reasonable in light of the risks and burdens undertaken by Plaintiffs in this class action litigation.

14 **Settlement Administration Expenses**

15 12. The Agreement provides for Settlement Administration Expenses to be paid
16 in an amount not to exceed \$15,500.00. The Declaration of the Settlement Administrator provides
17 that the actual claims administration expenses were \$15,038.00. The amount of this payment is
18 reasonable in light of the work performed by the Settlement Administrator.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
22 ADJUDGED AND DECREED:

23 1. The Class is certified for the purposes of settlement only. The Class is hereby
24 defined to include:

25 all truck drivers who are or previously were employed by Defendant and performed
26 work in California and who received piece-rate (cents per mile) compensation for
27 work performed in California during the period of March 30, 2017 to February 1,
28 2022.

1 2. Excluded from the Class are those two individuals (Mario Nevarez and
2 Christopher Hathocoat) who submitted a valid and timely request for exclusion. Every person in
3 the Class who did not opt out is a Participating Class Member.

4 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
5 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
6 this Order and the terms of the Agreement.

7 4. Class Counsel are awarded attorneys' fees in the amount of \$116,666.66 and
8 litigation expenses in the amount of \$14,189.76. Class Counsel shall not seek or obtain any other
9 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

10 5. The payments of service awards to Plaintiff Chalaye in the amount of \$10,000
11 and Plaintiff Balliet in the amount of \$10,000 are approved.

12 6. The payment of \$15,038.00 to the Settlement Administrator for Settlement
13 Administration Expenses is approved.

14 7. The PAGA Payment of \$12,000.00 is approved.

15 8. Final Judgment is hereby entered in this action. The Final Judgment shall
16 bind each Participating Class Member. The Final Judgment shall operate as a full release and
17 discharge of Defendant, its parent, sibling, affiliated companies, shareholder and their respective
18 current and former officers, directors, managing agents, employees, and representatives ("Released
19 Parties") from any and all Released Class Claims that occurred during the Class Period as to the
20 Participating Class Members. The Released Class Claims are defined as that occurred during the
21 Class Period as to the Released Parties. Released Class Claims are defined as all class claims alleged
22 or that could have been alleged based on the facts alleged in the operative complaint which occurred
23 during the Class Period, and expressly excluding claims for vested benefits, wrongful termination,
24 unemployment insurance, disability, social security, workers' compensation, and claims outside of
25 the Class Period.

26 9. The Final Judgment shall also operate as a full release by all PAGA
27 Employees and discharge of Defendant, its parent sibling, affiliated companies, shareholder and
28 their respective current and former officers, directors, managing agents, employees, and

1 representatives ("Released Parties") from any and all Released PAGA Claims that occurred during
2 the PAGA Period. The Released PAGA Claims are defined as all PAGA claims alleged in the
3 operative complaint and Plaintiffs' PAGA notice to the LWDA which occurred during the PAGA
4 Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment
5 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
6 PAGA Period.

7 10. In addition to the release given by each Participating Class Member, Plaintiffs
8 also generally releases the Released Parties from any and all of the Plaintiffs' Released Claims as
9 defined in the Agreement. This general release by Plaintiffs also includes a waiver of rights under
10 California Civil Code Section 1542.

11 11. The Agreement is not an admission by Defendant or any of the other Released
12 Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the
13 Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Final
14 Approval Order, the Agreement, nor any document referred to herein, nor any action taken to carry
15 out the Settlement is, may be construed as, or may be used as an admission by or against Defendant
16 or any of the other Released Parties of any fault, wrongdoing, or liability whatsoever. The entering
17 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
18 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
19 to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered
20 in evidence in any action or proceeding against Defendant or any of the Released Parties in any
21 court, administrative agency or other tribunal for any purpose as an admission whatsoever other
22 than to enforce the provisions of this Final Approval Order and Judgment, the Agreement, or any
23 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the
24 Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any
25 other papers and records on file in the Action as evidence of the Settlement to support a defense of
26 res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar
27 defense as to the claims being released by the Settlement.

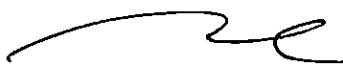
1 12. Notice of entry of this Final Approval Order and Judgment shall be given to
2 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice
3 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
4 Approval Order and Judgment shall be posted on Class Counsel's website as indicated in the Class
5 Notice.

6 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 14. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
13 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

14
15 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
16 **ENTERED ACCORDINGLY.**

17
18 DATED: 4/27/23

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20 
21 Hon. Barbara A. Kronlund
22 Judge, Superior Court for the State of California,
23 County of San Joaquin
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