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*Attorneys for Plaintiff, the Proposed Class, the LWDA and the Aggrieved Employees*

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ALAMEDA**

HORACE BAZILLE, JR., individually and on  
 behalf of all others similarly situated,

Plaintiff,

v.

ACCELERATED SERVICES LLC, a Colorado  
 limited liability company; and DOES 1 TO 50,  
 inclusive,

Defendants.

**CASE NO: RG20071487**

**~~PROPOSED~~ ORDER OF FINAL  
 APPROVAL AND FINAL JUDGMENT**

**Hearing Reservation No: A-20071487-001**

Date: November 22, 2022

Time: 3:00 p.m.

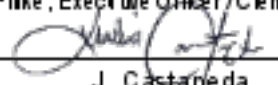
Dept.: 23

Judge: Hon. Brad Seligman

Action Filed: August 13, 2020

Removal Date March 9, 2021

Remand Date: February 22, 2022

**FILED**  
 Superior Court of California  
 County of Alameda  
 11/28/2022  
 Chad Flake, Executive Officer / Clerk of the Court  
 By:  Deputy  
 J. Castaneda

1 On November 22, 2022, the Court held a hearing on Plaintiff's Motion for Final Approval of Class  
2 Action Settlement.

3 Due and adequate notice having been given to Class Members, and the Court having considered the  
4 Settlement Agreement and Release of Class Action (the "Settlement Agreement" or "Settlement"), all of  
5 the legal authorities and documents submitted in support thereof, all papers filed and proceedings has  
6 herein, all oral and written comments received regarding the proposed settlement, and having reviewed the  
7 record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement  
8 and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

9 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the  
10 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'  
11 Settlement Agreement. A copy of the Settlement Agreement is attached as Exhibit A to the Declaration of  
12 Craig J. Ackermann in Support of the Motion for Preliminary Approval of Class Settlement filed on June  
13 16, 2022 and is made a part of this Order.

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
17 Agreement and as follows:

18 All individuals who work or worked for Defendant Accelerated Services LLC in California  
19 as truck drivers that were classified as independent contractors during the Class Period  
20 from January 6, 2016 through December 31, 2021.

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
22 3.765(a), and solely for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 76 class members exists and a well-defined  
24 community of interest exists on the questions of law and fact involved because in the context of the  
25 Settlement: (i) all relevant matters predominate over any individual questions; (ii) the claims of the Plaintiff  
26 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the  
27 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest  
28 of the Class Members.

1           6.     The Court is satisfied that CPT Group, Inc., which functioned as the Settlement  
2 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that  
3 comports with California Rule of Court 3.766. The Class Notice informed the Class Members of the  
4 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a  
5 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at  
6 the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time  
7 to respond and to act were provided by each of these procedures. No Class Members filed written objections  
8 or disputes to the Settlement as part of this notice process, and no Class Members filed a written statement  
9 of intention to appear at the Final Approval Hearing, and no Class Member submitted a request for  
10 exclusion.

11           7.     The Court hereby approves the terms set forth in the Settlement Agreement and finds that  
12 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with  
13 all applicable requirements of the California Code of Civil Procedure, the California and United States  
14 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable  
15 law, and in the best interests of each of the Parties and Class Members.

16           8.     The Court directs the Parties to effectuate the Settlement Agreement according to its terms  
17 and declares the Settlement Agreement to be binding on all Class Members.

18           9.     The Court finds that the Settlement Agreement has been reached as a result of informed and  
19 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive  
20 investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

21           10.    The Court also finds that the Settlement now will avoid additional and potentially  
22 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.  
23 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
24 challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief  
25 for Class Members.

26           11.    The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of  
27 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement  
28 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement

Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

12. The Court appoints Plaintiff Horace Bazille, Jr. as Class Representative and finds him to be adequate to represent the interests of the class.

13. The Court appoints Jonathan Melmed of Melmed Law Group P.C. and Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C., as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in similar class action litigation.

14. The terms of the Agreement, including the Gross settlement amount of \$505,000.00 and the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Agreement, subject to this Order. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement.

**ACCORDINGLY, FINAL JUDGEMENT IS HEREBY ENTERED** in accordance with the terms of this Order and the Settlement Agreement, which includes the following key terms:

- a. Defendant shall fund the Gross Settlement Amount of \$505,000.00.
- b. Defendant shall also fund all employer payroll taxes required by law, separate and in addition to the Gross Settlement Amount, including the employer FICA, FUTA, and SDI contributions on the wage portion of the Individual Settlement Payments.
- c. The \$5,500.00 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.
- d. The \$126,250.00 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. The Court orders that 10% of the attorneys' fee award be kept in the settlement administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

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e. The Court awards \$14,074.37<sup>1</sup> in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and order the Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the Agreement.

f. The \$5,000.00 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.

g. The Court approves of the \$25,000.00 allocation assigned for claims under the Private Attorney General Act (PAGA), and orders 75% thereof (i.e., \$18,750.00) to be paid to the California Labor and Workforce Development Agency (LWDA) in accordance with the terms of the Settlement Agreement.

15. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

16. 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.

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

18. Plaintiff is bound to the general release of claims against Defendant and the other Released Parties as set forth in the Settlement Agreement and is permanently barred from prosecuting against Defendant and the other Released Parties any and all of Plaintiff's Released Claims as defined in the Agreement.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise

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<sup>1</sup> Plaintiff's Counsel only requests \$14,074.37 in litigation cost reimbursement, less than the amount of \$18,000 allowed by the Settlement Agreement. As a result, the difference of un-used litigation costs will be added to the Net Settlement Amount and distributed to the participating Class Members.

provided in the Settlement Agreement.

20. The Court approves the *cy pres* beneficiary, St. Christophers' Truckers Relief Fund, for any uncashed checks, and finds that the *cy pres* beneficiary meets the requirements of CCP § 384.

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

22. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the status of distribution within sixty (60) days after all funds have been distributed.

23. The Court hereby sets a hearing date of November 7, 2023 at 3:00pm for a hearing on the final accounting and distribution of the settlement funds. One week prior to the hearing on the final accounting and distribution of the settlement funds, Plaintiff shall file with the Court a declaration from the settlement administrator indicating that all settlement funds have been disbursed and an Amended Order of Final Approval and Final Judgment

24. Defendant shall fund the settlement in the gross settlement amount of \$505,000.00 in accordance with the terms of the Settlement Agreement and the allocations set forth in the Final Approval Order.

25. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Final Judgment.

26. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement Agreement, against Defendant and the other Released Parties.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

DATED: 11/28/2022

  
\_\_\_\_\_  
HON. BRAD SELIGMAN  
JUDGE OF THE SUPERIOR COURT, ALAMEDA COUNTY  
**Brad Seligman / Judge**

1 **PROOF OF SERVICE**

2 I, Jaclyn Blackwell, am over the age of 18 years and am employed in the county of Los  
3 Angeles, State of California. I am not a party to this action. My business address is 1180  
4 S. Beverly Drive, Ste. 610, Los Angeles, California 90035.

5 I declare that on the date hereof, November 22, 2022, I served the document(s) described  
6 as:

7 **- [PROPOSED] ORDER OF FINAL APPROVAL AND FINAL JUDGMENT**

8 by causing a true and correct copy thereof to be sent to following individuals and/or parties:

9 Jonathan Melmed  
10 MELMED LAW GROUP P.C.  
11 1801 Century Park E, Suite 850  
12 Los Angeles, CA 90067  
13 [jm@melmedlaw.com](mailto:jm@melmedlaw.com)

14 *Co-Counsel for Plaintiff*

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Benjamin Carney  
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[bcarney@fisherphillips.com](mailto:bcarney@fisherphillips.com)

15 *Attorneys for Defendant*

16 **X (By Electronic Service)** Based on a court order, local rule, or agreement of the parties to  
17 accept service by email or electronic transmission, I caused the documents to be sent to the  
18 person(s) at the email address(es) listed herein. I did not receive, within a reasonable time after the  
19 transmission, any electronic message or other indication that the transmission was unsuccessful.

20 I declare under penalty of perjury under the laws of California that the above is true  
21 and correct. I further declare that I am employed in the office of a member of the bar of this  
22 court at whose direction the service was made.

23 Executed at Los Angeles, California on November 22, 2022.

24   
25 \_\_\_\_\_  
26 Jaclyn Blackwell  
27  
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