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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 18 2024

E. Escobedo

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JAN 19 2024

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KEVIN WILCOX, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

EGGLETON TRUCKING, INC., a California
corporation; DANIEL JOE EGGLETON, an
individual; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CVRI2000764

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 1

CLASS ACTION

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

Hearing Date: January 12, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: June 1, 2020
FAC Filed: June 7, 2023
Trial Date: None Set

1 On January 12, 2024 at 8:30 a.m., Plaintiffs Kevin Wilcox and Dan Anderson's
2 ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
3 and Class Representative Enhancement Payments came before the Court in Department 1 for a
4 hearing pursuant to the Order Granting Preliminary Approval of the Class Action Settlement
5 dated September 1, 2023 ("Preliminary Approval Order"). Plaintiffs' Motion for Final Approval
6 of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement
7 Payments is based on the Parties' Joint Stipulation and Settlement Agreement ("Settlement
8 Agreement," "Settlement," or "Agreement") attached as **Exhibit 1** to the Declaration of Douglas
9 Han in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement that
10 was filed on July 13, 2023. Since full and adequate notice was given to the Class as required in
11 the Court's Preliminary Approval Order, and the Court considered all the papers filed and
12 proceedings held herein, it is ORDERED, ADJUDGED AND DECREED THAT:

13 1. This Court has jurisdiction over the subject matter of this lawsuit and over all
14 Parties to this lawsuit, including all Class Members.

15 2. The Court preliminarily certified this case as a class action under Code of Civil
16 Procedure section 382 pursuant to Plaintiffs' motion for preliminary approval of the class action
17 settlement. The Class is defined as all current and former hourly-paid or nonexempt employees
18 and piece-rate truck drivers of Defendants Eggleton Trucking, Inc. and Daniel Joe Eggleton
19 ("Defendants") within the State of California at any time during the period from June 1, 2016 to
20 May 19, 2023 ("Class," "Class Members," and "Class Period"). The "Class Members" shall not
21 include any person who submitted a timely and valid Request for Exclusion Form.

22 3. The certified Class continues to meet all the requirements of Code of Civil
23 Procedure section 382 and for the reasons set forth in the Court's Preliminary Approval Order.

24 4. Plaintiffs are the Court-appointed class representatives.

25 5. Justice Law Corporation is the Court-appointed Class Counsel.

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1 6. Plaintiffs sued Defendants for a variety of Labor Code violations. The operative
2 complaints allege Defendants: (a) failed to pay overtime wages; (b) failed to pay meal period
3 premiums; (c) failed to pay rest period premiums; (d) failed to pay minimum wages; (e) failed to
4 pay final wages in a timely manner; (f) failed to provide compliant wage statements; (g) failed to
5 reimburse business expenses; (h) violated Labor Code section 2698, *et seq.* (Private Attorneys
6 General Act of 2004 (“PAGA”)); and (i) violated Business & Professions Code section 17200, *et*
7 *seq.*

8 7. The Motion for final approval is granted. The Court approves the settlement as
9 fair, reasonable, and adequate. Pursuant to this, the Court makes the following awards and
10 approves the following payments:

- 11 a. \$140,000 to Class Counsel as the attorneys’ fees;
- 12 b. \$18,205.99 to Class Counsel as the attorneys’ costs;
- 13 c. \$10,000 to each Plaintiff (totaling \$20,000) as the Class Representative
14 Enhancement Payments;
- 15 d. \$6,150 to ILYM Group, Inc., the Settlement Administrator, as the
16 Settlement Administration Costs; and
- 17 e. \$20,000 as the PAGA Payment, seventy-five percent (75%) of which
18 (\$15,000) will be paid to the California Labor and Workforce
19 Development Agency (“LWDA”) and twenty-five percent (25%) of which
20 (\$5,000) will be paid to the Eligible Aggrieved Employees, on a pro rata
21 basis.

22 8. Except for the payment due under the Agreement, the Parties are each to bear
23 their own costs and attorneys’ fees.

24 9. The Court approves the Agreement. By extension, the Released Parties are
25 discharged from all Released Claims in accordance with the terms of the Agreement.

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1 10. The Settlement Administrator is providing settlement administration services for
2 this settlement. On September 8, 2023, the Settlement Administrator received the Court-
3 approved Notice Packet. On September 12, 2023, Defendants delivered to the Settlement
4 Administrator the Class List that contained information for one hundred eighty-three (183) Class
5 Members. On October 2, 2023, the Settlement Administrator mailed Notice Packets to one
6 hundred eighty-three (183) Class Members via regular First-Class U.S. Mail and indicated the
7 Response Deadline was November 16, 2023. The Settlement Administrator remailed returned
8 Notice Packets using forwarding addresses affixed thereto or using an Accurant search/skip-trace
9 to locate updated addresses. There were sixteen (16) undelivered Notice Packets. The Settlement
10 Administrator received no disputes, no objections, and no requests for exclusion. The Class
11 reacted positively with participation rate of one hundred percent (100%). The Court finds the
12 notice provided to Class Members conforms to due process requirements.

13 11. If the case had not settled, there would have been additional risks and expenses
14 associated with continuing to litigate. Procedural hurdles (*i.e.*, motion practice, appeals) are also
15 likely to prolong the litigation as well as any recovery by the Class Members.

16 12. Defendants agreed to settle for the non-reversionary sum of \$400,000.
17 Defendants will have no obligation to pay any amount in connection with the Settlement apart
18 from the Maximum Settlement Amount and the employer's share of payroll taxes due on the
19 portion of Individual Settlement Payments allocated to wages. Also, none of the Maximum
20 Settlement Amount will revert to Defendants. According to the Settlement Administrator's
21 calculations, the gross *average* Individual Settlement Payment will be approximately \$1,069.09,
22 the gross *highest* Individual Settlement Payment will be about \$7,822.30, and the gross *lowest*
23 Individual Settlement Payment will be around \$21.61.

24 13. Class Counsel's investigation included discovery, reviewing personnel records,
25 policy records, and sampling of time and pay records, and forming a damage model based on all
26 of these. The Parties mediated this case with Honorable Victor E. Bianchini, Ret., a respected
27 and highly experienced mediator in wage-and-hour class actions. In connection with mediation
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1 and through discussions with Defendants' counsel, Class Counsel also discussed all aspects of
2 the case, including the risks of litigation and the risks to both Parties of proceeding with a motion
3 for class certification as well as the law relating to meal and rest breaks.

4 14. Class Counsel have extensive experience with wage-and-hour class litigation.
5 Applying this experience, Class Counsel are of the opinion that the Settlement is in the best
6 interest of the Class and provides substantial benefit to Class Members.

7 15. On balance, this is a fair settlement that satisfies the *Dunk v. Ford Motor Co.*
8 (1996) 48 Cal.App.4th 1794, 1801 factors such that final approval is warranted.

9 16. Fees are sought pursuant to the percentage method. The determination of what
10 constitutes an appropriate percentage "is somewhat elastic and depends largely on the facts of a
11 given case, but certain factors are commonly considered. Specifically, the court may address the
12 percentage likely to have been negotiated between private parties in a similar case, percentages
13 applied in other class actions, the quality of class counsel, and the size of the award." (*In re Ikon*
14 *Office Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.)

15 17. These factors favor awarding the attorneys' fees. As for the first factor, private
16 contingency fee agreements are routinely thirty percent (30%) to forty percent (40%) of the
17 recovery. (*In re Ikon Office Solutions, Inc., Securities Litigation, supra*, 194 F.R.D. at p. 194.)
18 As for the second factor, although the median percentage of attorney fees in class action is
19 twenty-five percent (25%), "most fees appear to fall in the range of nineteen to forty-five
20 percent." (*Ibid.*) As for the third factor, Class Counsel have experience in class actions,
21 including wage-and-hour cases. Class Counsel achieved excellent results for the Class as
22 evidenced by the Class Members' reaction to the Settlement. As for the fourth factor, Class
23 Counsel negotiated a \$400,000 Maximum Settlement Amount. Applying the lodestar cross-
24 check, Class Counsel indicate they invested 1,254.5 hours on this matter. Consequently, the base
25 lodestar fees calculation for Class Counsel is \$966,780, resulting in a negative multiplier of 0.14.
26 Moreover, Class Counsel's hourly rates appear to be reasonable for attorneys with their years of
27 experience, and the hours spent are reasonable for this case. It appears Class Counsel utilized
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1 skill in litigating this case and have good reputations in the legal community. It also appears
2 Class Counsel spent an appreciable time on the case, which could have been spent on other
3 meritorious cases. Because the attorneys' fees is based on a reasonable percentage of the
4 settlement fund, is supported by the lodestar calculation, and did not receive objections from the
5 Class, the Court grants final approval of the attorneys' fees of \$140,000.

6 18. Class Counsel seek attorneys' costs of up to \$20,000. Class Counsel's actual
7 costs and expenses incurred total \$18,205.99, which appear reasonable and necessary to the
8 successful litigation of this matter. Furthermore, the maximum attorneys' costs sought was
9 disclosed to Class Members, and no objection were received. For these reasons, the Court grants
10 final approval of the attorneys' costs of \$18,205.99.

11 19. Class Counsel seek Class Representative Enhancement Payments of \$10,000 to
12 each Plaintiff. The Court considers the following factors in determining whether to pay an
13 incentive or enhancement payment to a class representative: (a) whether an incentive was
14 necessary to induce participation; (b) actions taken by the class representative to protect the
15 interests of the class; (c) degree to which the class benefited from the class representative's
16 actions; (d) amount of time and effort the class representative expended; (e) risk to the class
17 representative in commencing the lawsuit; (f) notoriety and personal difficulties encountered by
18 the class representative; (g) duration of the litigation; and (h) personal benefit (or lack thereof)
19 enjoyed by the class representative. (California Practice Guide, Civil Procedure Before Trial, ¶
20 14:146.10 (The Rutter Group 2012) (citing *Clark v American Residential Services, LLC* (2009)
21 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726; *In re*
22 *Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-Cola*
23 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) Plaintiffs devoted several hours
24 to this litigation, which played an integral role in allowing this matter to eventually settle.
25 Plaintiffs assisted Class Counsel by participating in multiple conferences with Class Counsel,
26 gathering and reviewing documents produced with Class Counsel, providing the names and
27 contact information of several putative class members, and providing pertinent documents and
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1 information to Class Counsel. Plaintiffs also helped Class Counsel prepare for mediation and
2 made themselves available telephone during mediation. Furthermore, Plaintiffs took the time to
3 review and approve the Settlement Agreement (and exhibits) before signing it. Plaintiffs freely
4 chose to champion the rights of the Class, accepted the risks and sacrifices associated with being
5 the class representatives, and do not have interests averse to the Class. None of the Class
6 Members objected to the Class Representative Enhancement Payments. The Court grants final
7 approval of the Class Representative Enhancement Payments of \$10,000 to each Plaintiff.

8 20. The Settlement Administrator requests Settlement Administration Costs of
9 \$6,150. Based upon the work performed and yet to be performed, including the fact the Class
10 was provided notice of the Settlement Administration Costs and none objected, the Court grants
11 final approval of the Settlement Administration Costs of \$6,150.

12 21. Finally, the Court grants final approval of the PAGA Payment of \$20,000,
13 seventy-five percent (75%) of which (\$15,000) will be paid to the LWDA and twenty-five
14 percent (25%) of which (\$5,000) will be paid to the Eligible Aggrieved Employees.

15 22. The Settlement Administrator is directed to mail the Individual Settlement
16 Payments in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK
17 IS ENCLOSED" and take all actions in furtherance of the settlement administration.

18 23. Class Members will receive checks for their Individual Settlement Payments and
19 Individual PAGA Payments. Checks will remain negotiable for one hundred eighty (180)
20 calendar days. Any check not cashed within one hundred eighty (180) calendar days will be void.
21 The funds from the uncashed checks shall be distributed by the Settlement Administrator to the
22 State Controller's Unclaimed Property Fund.

23 24. The Settlement Administrator will mail reminder postcards to Class Members
24 whose settlement checks have not been negotiated within sixty (60) days after their mailing.

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1 25. If any of the Class Members are current employees of Defendants, the
2 distribution mailed to those employees is returned to the Settlement Administrator as being
3 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
4 Settlement Administrator shall arrange with Defendants to have those distributions delivered to
5 the employees at their place of employment.

6 26. Once the Court grants this Order of Final Approval and Judgment, the Settlement
7 Administrator will mail a notice of entry of judgment to Class Members alongside their
8 settlement checks via regular First-Class U.S. Mail. The notice of entry of judgment will state,
9 “The Superior Court of California, County of Riverside, granted final approval of the *Wilcox v.*
10 *Eggleton Trucking, Inc., et al.*, matter, Case Number CVRI2000764, on June 1, 2020. As a
11 result, the Settlement Administrator has enclosed your settlement check alongside this notice of
12 entry of judgment.”

13 27. All Parties, including each and all Class Members, are bound by this Order of
14 Final Approval and Judgment and by the Settlement Agreement. All Class Members shall be
15 deemed to have entered the Settlement Agreement.

16 28. Without affecting the finality of this Order of Final Approval and Judgment, the
17 Court shall retain continuing jurisdiction over this lawsuit and the Parties, including all Class
18 Members and all matters pertaining to the implementation and enforcement of the terms of the
19 Settlement. Except as provided to the contrary herein, any disputes or controversies arising with
20 respect to interpretation, enforcement, or implementation of the Settlement shall be presented by
21 motion to the Court for resolution.

22 29. A Final Report (Nonappearance) Hearing is scheduled on June 20, 2025 before
23 this same court and department. Within five (5) court days before this hearing, Plaintiffs shall
24 file a report (declaration) concerning the amount of money distributed along with a proposed
25 amended judgment.

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1 30. This Order of Final Approval and Judgment is intended to be a final disposition
2 of the above-captioned action in its entirety and is intended to be immediately appealable.
3 Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of
4 the Court to enter Order of Final Approval and Judgment.

5 31. There is no reason for any delay in the entry of this Order of Final Approval and
6 Judgment approving the Settlement. Pursuant to this, immediate entry by the Clerk of the Court
7 is expressly directed.

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9 **IT IS SO ORDERED.**

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11 DATED: 1/16/24



HONORABLE HAROLD W. HOPP
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On January 22, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Wilcox, et al. v. Eggleton Trucking Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-772403-20**
Court Case No.: CVRI2000764
Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 22, 2024, at Pasadena, California.



Sophia Hanneyan