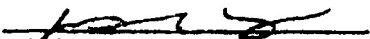


Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [SBN 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 24 2023

BY 
RAFAEL HERNANDEZ, DEPUTY

Attorneys for Plaintiffs and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ROBERT THREADGILL, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DECKER TRUCK LINE, INC., a Iowa
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVDS2018856
[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

Complaint filed: August 6, 2020

Plaintiff Robert Threadgill's ("Plaintiff") Motion for Final Approval of the Settlement (the "Final Approval Motion"), as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement"), came for hearing in Department S26 of the above-entitled Court. The Final Approval Motion was unopposed by Defendant Decker Truck Line, Inc. ("Defendant"). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having

1 considered the Settlement Agreement, all papers filed, and proceedings had herein and all oral
2 and written comments received regarding the proposed settlement, and having reviewed the
3 record in this Litigation, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
6 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

7 2. The Court has jurisdiction over the subject matter over this Action, the Class
8 Representative, the Class Members, and Defendant.

9 3. The Court finds that the distribution of the Class Notice, as provided for in the
10 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
11 under the circumstances to all Class Members and fully met the requirements of California law
12 and due process under the California and United States Constitution. Based on evidence and
13 other material submitted, the actual notice to the Class was adequate.

14 4. The Court finds that the instant Action presented a good faith dispute of the
15 claims alleged, and the Court finds in favor of settlement approval.

16 5. The Released Class Claims on behalf of the Participating Class Members include:

- 17 a. all claims stated in the Complaint and those based solely upon the facts in
18 the Complaint, including: (a) failure to pay minimum wages, (b) failure to
19 pay for rest and recovery periods under California Labor Code § 226.2, (c)
20 failure to reimburse business expenses, (d) failure to timely pay wages
21 upon separation of employment, (e) failure to provide accurate itemized
22 wage statements, (f) unfair and unlawful competition, and (g) all other
23 claims that reasonably could have arisen out of the allegations made and
24 based on the facts alleged in the Complaint.

25 6. The PAGA Released Claims on behalf of the Aggrieved Employees include:

- 26 a. the PAGA claims that Plaintiff alleged against the Released Parties, on
27 behalf of the Aggrieved Employees and the State of California, based on
28 the facts stated in the Complaint and in the relevant LWDA notice letter,

including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay for rest and recovery periods under California Labor Code § 226.2, (c) failure to reimburse business expenses, (d) failure to timely pay wages each period, (e) failure to timely pay wages upon separation of employment, (f) failure to provide accurate itemized wage statements, and (g) all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the Complaint.

7. There were no Objections and no Request for Exclusion to the Settlement. Thus, all Class Members are Participating Class Members who are entitled to payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to a pro rata share of PAGA Penalties.

8. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the Releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

9. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

10. For purposes of effectuating this Order and Judgment, this Court has certified the following Class: “all current and former truck drivers who resided in California and who were employed by Defendant at any time during the Class Period of August 6, 2016 through November 12, 2022,” as defined in the Settlement Agreement. The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

11. With respect to the Settlement Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class

1 Representative are typical of the claims of the Class Members; (d) the Class Representative has
2 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
3 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
4 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
5 Plaintiff in his individual and representative capacity and for the Settlement Class.

6 12. By this Judgment, the Class Representative shall release, relinquish, and
7 discharge, and each of the Participating Class Members shall be deemed to have, and by
8 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
9 discharged all Released Class Claims, as defined herein and in the Settlement Agreement.

10 13. For purposes of effectuating this Order and Judgment, the release of the PAGA
11 Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees which
12 consists of "all current and former truck drivers who resided in California and who were
13 employed by Defendant at any time during the PAGA Period of August 6, 2019 through
14 November 12, 2022."

15 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
16 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
17 or the Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Participating
18 Class Members as an admission of, or evidence of, the validity of any of the Class Claims, or of
19 any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be
20 deemed to be or may be used by Plaintiff or Participating Class Members as an admission of, or
21 evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil,
22 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
23 Defendant or any of the other Released Parties may file the Settlement Agreement and/or the
24 Judgment from this Action in any other action that may be brought against it or them in order to
25 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
26 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
27 preclusion or similar defense or counterclaim.

28 ///

1 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
2 \$700,000. From this amount, Class Counsel sought an award of attorney's fees of \$233,333.33,
3 litigation expenses of \$18,667.64, a Service Award of \$10,000 for the Class Representative
4 Robert Threadgill, \$5,500 to the Settlement Administrator, ILYM Group, \$37,500 to the LWDA
5 for PAGA penalties and \$12,500 to the Aggrieved Employees for PAGA Penalties. Defendant
6 does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable
7 and adequate, and awards the payments set forth below from the Settlement Amount:

- 8 A. \$233,333.33 to Class Counsel for attorneys' fees;
9 B. \$18,667.64 to Class Counsel for costs/expenses;
10 C. \$10,000 to Robert Threadgill as a Service Award;
11 D. \$5,500 to the Settlement Administrator, ILYM Group;
12 E. \$37,500 to the LWDA;
13 F. \$12,500 to the Aggrieved Employees on a pro rata basis;
14 G. After deducting the foregoing payments from the Settlement Amounts, the
15 remainder shall form the Net Settlement Amount payable to the
16 Participating Class Members as set forth in the Settlement Agreement and
17 as calculated by the Settlement Administrator.

18 16. Defendant is directed to fund the Gross Settlement Amount within 15 calendar
19 days after the Effective Date. The Settlement Administrator is directed to calculate the
20 Participating Class Members' Individual Settlement Amounts from the Net Settlement Amount,
21 as well as the payments due to the Aggrieved Employees, and issue all payments within 10
22 calendar days of receipt of the Gross Settlement Amount in accordance with the Settlement
23 Agreement. Concurrently with mailing the settlement checks to the Participating Class Members
24 and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of
25 Judgment to all Class Members either on a postcard or as a detachable portion of the check,
26 noting the following: "Please be advised that on [date] the Superior Court of California for the
27 County of San Bernardino entered Judgment in the case entitled *Threadgill v. Decker Truck Line,*
28 *Inc.*, San Bernardino County Superior Court, Case No. CIVDS2018856, on behalf of all current

1 and former truck drivers who resided in California and who were employed by Defendant
2 Decker Truck Line, Inc., at any time during the Class Period of August 6, 2016 through
3 November 12, 2022.”

4 17. Participating Class Members and Aggrieved Employees shall have 180 days to
5 cash their settlement checks from the date of issuance by the Settlement Administrator. In the
6 event that a person does not cash his/her check within this time period, the check will be
7 canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result
8 of a failure to timely cash a settlement check shall be issued to the State Controller’s Office in
9 the name of the Participating Class Members and/or Aggrieved Employees.

10 18. The following dates shall govern for purposes of this implementing this
11 Order/Judgment:

12 July 24, 2023	Final Approval Order is entered and the Effective Date occurs
13 August 8, 2023	Defendant is directed to fund the Gross Settlement Amount and separately pay its share of the employer’s tax, as calculated and directed by the Settlement Administrator.
14 August 18, 2023	Settlement Administrator to issue checks to Participating Class Members, Class Representative, Class Counsel, Aggrieved Employees, and LWDA.
15 February 14, 2024	Deadline for Participating Class Members and Aggrieved Employees to cash settlement checks.
16 May 15, 2024	Deadline to file Declaration by Settlement Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the anticipated date payment will issued to the State Controller.
17 Date: <u>July 24</u> , 2024	OSC re: Disbursement Hearing
18 Time: <u>8:30</u> a.m.	

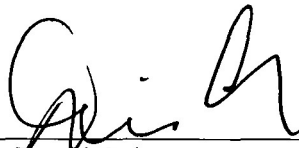
19 ///

20 ///

1 19. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Participating Class Members, Aggrieved Employees, and Defendant
4 for the purposes of supervising the implementation, enforcement, construction, administration,
5 and interpretation of the Settlement Agreement and this Judgment.

6 IT IS SO ORDERED.

7
8 Dated: 7/24/22

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Hon. David Cohn

DAVID COHN