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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., an 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:

- 1) PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE
SETTLEMENT NOTICE AND
EXPLANATION FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE CLASS
ACTION AND PAGA SETTLEMENT**

1 Having considered the Class Action and PAGA Settlement Agreement and Release of
2 Claims (the "Settlement Agreement") between Plaintiff Robert Threadgill ("Plaintiff") and
3 Defendant Decker Truck Line, Inc. ("Defendant" or "Decker") (collectively, the "Parties"), as
4 well the Memorandum of Points and Authorities in Support of the Unopposed Motion for
5 Preliminary Approval of Class Action and PAGA Settlement, the documents submitted in
6 support of the motion, and all supporting legal authorities and documents,

7 IT IS HEREBY ORDERED:

8 1. The Court grants preliminary approval of the Settlement based upon the terms set
9 forth in the Settlement Agreement. The Settlement appears to be fair, adequate and reasonable to
10 the Class. Based on a review of the papers submitted by Plaintiff, the Court finds that the
11 Settlement is the result of arms-length negotiations conducted after Class Counsel had
12 adequately investigated the claims and become familiar with the strengths and weaknesses of the
13 claims. The assistance of an experienced mediator in the Settlement process supports the Court's
14 conclusion that the Settlement is non-collusive.

15 2. For settlement purposes only, the Court conditionally certifies the following Class
16 for settlement purposes only:

17 All current and former truck drivers who resided in California and
18 who were employed by Defendant Decker Truck Line, Inc., at any
19 time between August 6, 2016, and November 12, 2022.

20 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: All
21 current and former truck drivers who resided in California and who were employed by Defendant
22 Decker Truck Line, Inc., at any time between August 6, 2019, and November 12, 2022.

23 4. The class action settlement set forth in the Settlement Agreement between the
24 Parties is preliminarily approved as it appears to be proper, to fall within the range of a fair,
25 reasonable and adequate settlement, and to be presumptively valid, subject only to any objections
26 that may be raised at the Final Approval Hearing.

27 5. For settlement purposes only, the Court appoints Plaintiff Robert Threadgill as
28 Class Representative and Brian Mankin and Peter Carlson as Class Counsel.

1 6. The Court approves ILYM Group to act as the Settlement Administrator.

2 7. The Court approves, as to form and content, the Class Notice and finds that the
3 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
4 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
5 proposed Settlement terms and of their options, including: (1) the nature of the Action, the
6 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
7 (2) Plaintiff's and Class Counsel's applications for the class representative's service award, and
8 Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to determine
9 the Class Members' estimated Individual Settlement Payments; (4) Settlement Class Members'
10 rights to appear through counsel if they desire; (5) how to object or submit an opt-out request to
11 the Settlement with respect to Released Class Claims if a Class Member wishes to do so; and (6)
12 how to obtain additional information regarding the Action and the Settlement. Counsel for the
13 Parties are authorized to correct any typographical errors in Settlement and make clarifications,
14 to the extent the same are found or needed, so long as such corrections do not materially alter the
15 substance of the documents.

16 8. The Court approves the procedure for Class Members to participate in, request
17 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
18 and the Class Notice.

19 9. The Court finds that the deadlines and method set forth in the Settlement
20 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
21 notice practicable under the circumstances, constitute due and sufficient notice to all persons
22 entitled to notice, and otherwise satisfy the requirements of California law and due process.

23 10. Defendant is directed to provide the Settlement Administrator, no later than
24 fourteen (14) calendar days after the Preliminary Approval Date, an electronic database
25 containing the Class Data, as set forth in the Settlement Agreement.

26 11. The Court directs the Settlement Administrator to calculate the number of Weeks
27 Worked for each Class Member and Aggrieved Employee, perform address verification
28 measures and mail the Class Notice by first class mail to the Settlement Class Members within

ten (10) calendar days of receipt of the Class Data and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to object to or opt-out of the Settlement with respect to Released Class Claims has until thirty (30) calendar days after the mailing of the Class Notice to submit his or her objection or Request for Exclusion, pursuant to the procedures set forth in the Class Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member or Aggrieved Employee, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

March 27, 2023	Preliminary Approval (PA) hearing
April 20, 2023 (<i>24 calendar days after PA</i>)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
May 20, 2023 (<i>30 calendar days after mailing Class Notice</i>)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the Settlement of Released Class Claims.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the Settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.

TBD (Approximately July 10, 2023 - 105 days after Preliminary Approval is granted)	Final Approval Hearing.
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15. A final approval hearing shall be held in this Court on _____ at _____ am/pm to determine (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of service award to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendant or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement Agreement, or any related agreement or release.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order.

18. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: _____

Hon. David Cohn