

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff DAVID CHERNO,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO – CIVIL BRANCH**

DAVID CHERNO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PEOPLEASE LLC, a South Carolina
Limited Liability Company; DRAKE
FARMS TRUCKING, INC., a Texas
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV-0513
ASSIGNED FOR ALL PURPOSES TO:
Honorable Rita Federman, Dept. 2

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 2, 2023
Time: 9:00 a.m.
Dept.: 2

1 **ORDER**

2 This matter came on for hearing on November 2, 2023 at 9:00 a.m. in Department 2 of the
3 above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Stipulation for Class Action Settlement (hereinafter
5 “Settlement Agreement”).

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's
9 duty to make a preliminary determination as to the reasonableness of any proposed class action
10 settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to
11 Settlement Class Members in accordance with due process requirements, and to set a Final Approval
12 Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and
13 reasonableness of any proposed settlement, and having heard the argument of Counsel for the
14 respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS**
15 **AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation has been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE**
25 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY**
26 **GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY**
27 **ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR**
28 **SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *David Cherno v. Peoplease, LLC, et al.*, Case No. 21CV-0513 (the "Lawsuit")
5 and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

6 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
7 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
8 reasonableness of a settlement which could ultimately be given final approval by this Court. The
9 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
10 to Section 382 of the California Code of Civil Procedure.

11 The Court notes that Defendant has agreed to a non-reversionary GSA of \$250,000.00. The
12 GSA includes without limitation any and all payments Defendant may be responsible for under the
13 Settlement, including any Fees Award and Costs Award to Class Counsel, Incentive Awards, the
14 Class Member Payments, the PAGA Payments (which includes payment to the LWDA), Settlement
15 Administrator's Fees, and all payroll taxes (excluding employer-side payroll taxes) due and owing
16 as a result of the Settlement.

17 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
18 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
19 acting as the Class Representative.

20 The Court hereby appoints, for settlement purposes, Plaintiff DAVID CHERNO as the Class
21 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
22 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
23 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

24 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

25 The Court finds that the proposed manner of class notice is adequate.

26 The Court approves ILYM Group, Inc., to serve as the Settlement Administrator.

27 The Court further hereby approves, as to form and content, the proposed Notice of Class
28 Action Settlement and Orders the notice to be mailed to the Settlement Class.

1 The Court finds that the Notice of Class Action Settlement constitutes the best notice
2 practicable under the circumstances, is in full compliance with the laws of the State of California
3 and, to the extent applicable, the United States Constitution and the requirements of due process.
4 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
5 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
6 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
7 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
8 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
9 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
10 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
11 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
12 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
13 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
14 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
15 documentation in support of or in opposition to and appear in connection with said hearing.

16 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
17 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
18 last known address of the Settlement Class, as specifically described within the Settlement
19 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
20 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

21 Within 30 calendar days of Preliminary Approval, Defendant shall provide the Settlement
22 Administrator with the Employee List for purposes of mailing the Class Notice. The Settlement
23 Administrator shall maintain the Employee List as private and confidential and shall not disclose
24 such data to any persons or entities other than Counsel for Defendant, except that, subject to
25 Defendant's approval, relevant information can be provided to Class Counsel if necessary for
26 Class Counsel to respond to inquiries or requests from Class Members. The Employee List is
27 being supplied solely for purposes of the administration of the Settlement set forth in the
28 Settlement Agreement and cannot be used by the Settlement Administrator or Class Counsel for

1 any other purpose. The Parties agree that the Employee List will not be used to solicit the
2 Settlement Class to file any claim, charge, or complaint of any kind whatsoever against the
3 Defendant and/or the Released Parties and will only be used to administer the Settlement under the
4 terms provided herein.

5 IT IS FURTHER ORDERED that by Within 14 calendar days after the Settlement
6 Administrator's receipt of the Class Data, the Settlement Administrator will mail copies of the Class
7 Notice via regular First-Class U.S. Mail and follow the procedures set forth in the Settlement
8 Agreement.

9 IT IS FURTHER ORDERED that any Class Notice returned to the Settlement
10 Administrator as undeliverable with no forwarding address, the Settlement Administrator shall
11 conduct an advanced skip trace to locate the most current address of the person to whom the
12 Notice was addressed, and shall promptly resend the Notice to any updated address.

13 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
14 concerning the administration of the Settlement will be resolved by the Court under the laws of the
15 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
16 in good faith to attempt to resolve the dispute without involving the Court.

17 IT IS FURTHER ORDERED that individuals who fall within the definition of the
18 Settlement Class may choose to exclude themselves as Settlement Class Members. Settlement
19 Class individuals who wish to exclude themselves from the Settlement Class must submit a
20 signed, written statement requesting exclusion from the Settlement Class by no later than 30
21 calendar days after the date the Class Notice was mailed. The opt-out request must state in
22 substance, words to the effect:

23 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT."

24 All requests for exclusion must be made in writing, indicate the Class Member's first and
25 last name, and employee identification number or last four digits of the Class Member's social
26 security number. All requests for exclusion must also be signed by the Class Member, and must be
27 submitted by postal mail. The delivery date is the date the Class Member's request for exclusion
28 is deposited in the U.S. Mail as evidenced by the postmark and shall govern the timeliness of the

1 request for exclusion. If the postmark is illegible, the timeliness of the request for exclusion shall
2 be determined by the date the request for exclusion was received by the Settlement Administrator.
3 . Any individual in the Settlement Class who opts out of the Settlement Class will not be entitled
4 to any recovery under the Class Settlement and will not be bound by the Class Settlement or have
5 any right to object, appeal or comment in Court on the Settlement. Settlement Class individuals
6 who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion
7 Deadline Date shall be Settlement Class Members and shall be bound by all terms of the Class
8 Settlement and any Final Judgment entered in the Lawsuit if the Settlement is finally approved by
9 the Court. However, Settlement Class individuals cannot opt out of the PAGA Settlement and
10 release of the PAGA claims set forth in the Settlement Agreement.

11 IT IS FURTHER ORDERED that Settlement Class individuals who wish to object to the
12 Class Settlement, but not the PAGA settlement, must submit a written statement objecting to the
13 Settlement to the Settlement Administrator no later than the Objection/Exclusion Deadline Date.
14 A written objection must contain a statement in substance explaining that the Settlement Class
15 individual objects to the Settlement Agreement and the reasons for objecting; contain the full
16 name, address, telephone number, and last four digits of the Social Security number of the
17 objecting Settlement Class individual; be signed by the Settlement Class individual; and, be
18 postmarked on or before the Objection/Exclusion Deadline Date. No PAGA Aggrieved Employee
19 may opt out or otherwise be excluded from the PAGA Payment, as no such right exists under the
20 law. Any individual in the Settlement Class who fails to file and serve timely written objections in
21 the manner specified above shall remain Settlement Class Members and shall be deemed to have
22 waived any objections and shall be foreclosed from making any objection (whether by appeal or
23 otherwise) to the Settlement.

24 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
25 _____ at _____. before the Honorable Rita Federman in Department 2. At the
26 Final Approval hearing, the Court will determine whether the Settlement should be finally approved
27 as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order and any
28 other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the

1 amount properly payable for (i) the Fees Award and Costs Award, (ii) Incentive Awards, (iii) the
2 Settlement Administrator's Fees, (iv) Class Member Payments; and (v) the PAGA Payments.

3 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
4 Final Approval and application for attorneys' fees and costs and class representative Incentive
5 Award shall be filed with this Court No later than thirty (30) calendar days before the Final Approval
6 Hearing.

7 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
8 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
9 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
10 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
11 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
12 Agreement.

13 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
14 this matter except those contemplated herein and in the Settlement Agreement are stayed.

15 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
16 Hearing from time to time without further notice to the Class.

17 **IT IS SO ORDERED.**

18
19 Dated: _____, 2023

Honorable Rita Federman

JUDGE OF THE SUPERIOR COURT

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