

PLAINTIFF/PETITIONER: David Cherno
 DEFENDANT/RESPONDENT: Peoplease, LLC, et al

CASE NUMBER:
 21CV-0513

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

4/3/2024 2:40 PM

ELECTRONICALLY FILED: 4/25/2024
San Luis Obispo Superior Court
By: Wickstrom, Tamara

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

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

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

15 Plaintiff,

16 v.

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

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

Craig B. van Rooyen
**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

Date: April 25, 2024
Time: 9:00 a.m.
Dept.: 2

1 This matter came on for hearing on April 25, 2024 at 9:00 a.m. in Department 2 of the
2 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees, Costs, and Judgment. For purposes of this Order and Judgment, the Court refers
4 to all defined terms (i.e. terms with initial capitalization) as set forth in the Joint Stipulation of
5 Class Action Settlement, (the "Settlement Agreement" or "Settlement"). Having received and
6 considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence
7 and argument received by the Court in conjunction with the Motion for Preliminary Approval of
8 Class Action Settlement, and the instant Plaintiff's Unopposed Motion for Final Approval,
9 Attorneys' Fees, Costs, Incentive Award, and Entering of Final Judgment, the Court grants final
10 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
11 DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
13 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
14 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
15 to request exclusion from the Class and the Settlement, of their right to comment upon or object to
16 the Settlement and to appear in person or by counsel at the final approval hearing and of the date
17 set for the Final Approval hearing. Adequate periods of time were provided by each of these
18 procedures.

19 2. In response to the Notice, zero (0) members objected and one (1) member requested
20 exclusion. There are no outstanding disputes regarding the Settlement.

21 3. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the Class Members' response. The Court finds and
24 determines that the Notice provided in the Action was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 4. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
28 finally approved, and that all terms and provisions of the Settlement Agreement should be and

1 hereby are ordered to be consummated.

2 5. The Court has certified the Classes, as those terms are defined in and by the terms
3 of the Settlement Agreement, and the Court deems this definition sufficient for purposes of
4 California Rule of Court 3.765(a).

5 6. The Court hereby approves the terms set forth in the Settlement Agreement and
6 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
7 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
8 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
9 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
10 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
11 Court also finds that Settlement will enable the Parties to avoid additional and potentially
12 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
13 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
14 recognizes the significant value accorded to the Class.

15 7. The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

16 8. The Court hereby confirms Plaintiff DAVID CHERNO as the Class Representative
17 in this action.

18 9. The Court finds and determines that the Individual Settlement Payments to Class
19 Members provided for by the terms of the Settlement to be paid to the Class are fair and
20 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
21 made to the participating members of the Class in accordance with the terms of the Settlement.

22 10. The Court finds and determines that payment to the California Labor and
23 Workforce Development Agency of \$18,750.00 as its share of the settlement of civil penalties in
24 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
25 that the payment of that amount be paid in accordance with the Settlement.

26 11. The Court finds and determines the Incentive Award to Plaintiff in the sum of
27 \$15,000.00 to Plaintiff Cherno is fair and reasonable. The Court hereby orders the Administrator
28 to make this payment to the Plaintiff/Class Representative in accordance with the terms of the

1 Settlement Agreement.

2 12. The Court finds and determines that the payment to be paid to the Settlement
3 Administrator, ILYM GROUP, INC. in the sum of \$10,000.00 for its fees and expenses incurred is
4 fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
5 accordance with the terms of the Settlement Agreement.

6 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
7 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
8 \$83,250.00 and litigation costs of \$14,998.66. The Court finds such amounts to be fair and
9 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
10 accordance with the terms of the Settlement Agreement.

11 14. Neither Defendants nor any related persons or entities shall have any further
12 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
13 except as provided for by the Settlement Agreement.

14 15. The Court finds and determines that the releases contained in the Settlement
15 Agreement and Amendment thereto is appropriate and shall bind all Class Members who did not
16 timely opt out of the Settlement.

17 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
18 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
19 Defendants make payments to Participating Class Members in accordance with the Settlement
20 Agreement.

21 17. The Court finds and determines that nothing in the Settlement Agreement, this
22 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
23 wrongdoing by Defendants or (2) may be offered or admitted in evidence against Defendants
24 (other than solely in connection with this Settlement).

25 18. The Court hereby enters final judgment in this case in accordance with the terms of
26 the Settlement Agreement, Preliminary Approval Order and this Order.

27 19. The Parties shall bear their own costs and attorneys' fees except as otherwise
28 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Class Members shall take nothing from Defendants except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion for Final Approval of the Class Action Settlement. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and each Participating Class Member shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for any period during the Released Claims Period, as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

IT IS SO ORDERED.

Dated: April 25, 2024


Hon. Rita Federman
Donald G. Umhofer
JUDGE OF THE SUPERIOR COURT

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On May 1, 2024, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(See service list attached)

Executed on May 1, 2024, at Irvine, California


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15 **Via LWDA Website Only**

16 Labor and Workforce Development Agency
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18 <http://www.dir.ca.gov/Private-Attorneys-General-Act>
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