

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 DYLON W. CRONON
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DYLON W. CRONON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

FFE TRANSPORTATION SERVICES, INC. dba
FROZEN FOOD EXPRESS, a Delaware
Corporation and DOES 1-50, inclusive,

Defendants.

CASE NO.: STK-CV-UOE-2022-6572
DEPT: 10C
JUDGE: HON. JAYNE LEE

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

Date: February 20, 2024
Time: 09:00 a.m.
Dept.: 10C

1 This matter came on for hearing on February 20, 2024 at 09:00 a.m. in Department 10C
2 of the above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and
3 PAGA Settlement, attorneys' fees and costs, incentive award, administration costs, PAGA
4 payment and Judgment. For purposes of this Order and Judgment, the Court refers to all defined
5 terms (i.e. terms with initial capitalization) as set forth in the Class Action Settlement Agreement
6 and Release of Claims ("Settlement Agreement"). Having received and considered the
7 Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument
8 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action
9 Settlement, and the instant Plaintiff's Unopposed Motion for Final Approval, Attorneys' Fees,
10 Costs, Incentive Award, Administration Costs, and Entering of Final Judgment, the Court grants
11 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
12 DETERMINATIONS:

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

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

22 3. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the Class Members' response. The Court finds and
25 determines that the Notice provided in the Action was the best notice practicable, which satisfied
26 the requirements of law and due process.
27
28

1 4. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
3 finally approved, and that all terms and provisions of the Settlement Agreement should be
4 and hereby are ordered to be consummated.

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

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

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

19 8. The Court hereby confirms the Plaintiff Dylon Cronon as the Class Representative
20 in this action.

21 9. The Court finds and determines that the individual settlement payments to Class
22 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
23 The Court hereby gives final approval to and orders the payment of those amounts be made to the
24 participating members of the Class in accordance with the terms of the Settlement.

25 10. The Court finds and determines that the \$50,000.00 PAGA Payment for alleged
26 civil penalties in this case, of which the Labor and Workforce Development Agency ("LWDA")
27 shall receive 75%, or \$37,500.00, with the remaining \$12,500.00 of the PAGA Payment payable
28

1 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives final
2 approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

3 11. The Court finds and determines the Class Representative Enhancement Award in
4 the sum of \$7,500 to Plaintiff Cronon is fair and reasonable. The Court hereby orders the
5 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
6 terms of the Settlement Agreement.

7 12. The Court finds and determines that the payment to be paid to the Settlement
8 Administrator, Apex Class Action, LLC in the sum of \$6,500.00 for its fees and expenses incurred
9 is fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
10 accordance with the terms of the Settlement Agreement.

11 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
12 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
13 \$158,333.33 and litigation costs of \$14,060.17. The Court finds such amounts to be fair and
14 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
15 accordance with the terms of the Settlement Agreement.

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

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

22 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
23 pursuant to the Settlement Agreement or pursuant to this Order.

24 17. The Court finds and determines that nothing in the Settlement Agreement, this
25 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
26 wrongdoing by Defendant or any Released Party or (2) may be offered or admitted in evidence
27 against Defendants or any Released Party (other than solely in connection with this Settlement).
28

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

19. The Parties shall bear their own costs and attorneys' fees except as otherwise 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 and PAGA Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and each Participating Class Member, PAGA Member, and the California Labor and Workforce Development Agency 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 the Class Period of July 29, 2018 through through the Preliminary Approval Date or August 10, 2023, whichever is earlier 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.

Date: _____

By: _____

Hon. Jayne Lee

Judge of the Superior Court