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individually and on behalf of all others similarly situated.

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

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

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Plaintiff,

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16 v.

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

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Defendants.

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CASE NO.: STK-CV-UOE-2022-0006572
DEPT: 10C
JUDGE: HON. JAYNE LEE

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

Date:
Time:
Dept.: 10C

1 **ORDER**

2 This matter came on for hearing on _____ 2023 at _____ a.m. in Department
3 10C of the above-captioned court on the Motion for Preliminary Approval of Class Action
4 Settlement, upon the terms and conditions set forth in the Stipulation for Class Action Settlement
5 (hereinafter “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 Notice of Proposed Settlement Class Action
9 Settlement, and in recognition of the Court's duty to make a preliminary determination as to the
10 reasonableness of any proposed class action settlement, and if preliminarily determined to be
11 reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due
12 process requirements, and to set a Final Approval Hearing to consider the proposed Settlement
13 Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement,
14 and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES**
15 **THE FOLLOWING DETERMINATIONS 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 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendant
4 appear to be within the range of reasonableness of a settlement which could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
6 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendants have agreed to a non-reversionary GSA of \$475,000.00.
8 Defendant will pay out the entirety of the GSA to the Participating Class Members and PAGA
9 Settlement Group Members, less deductions for attorneys' fees and costs, the service payment,
10 reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA
11 penalties.

12 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
13 been established to support conditional certification of the Settlement Class for settlement purposes,
14 with Plaintiff acting as the Class Representative.

15 The Court hereby appoints, for settlement purposes, Plaintiff Dylon W. Cronon as the Class
16 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
17 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
18 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

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

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

21 The Court approves APEX Class Action Settlement Administration to serve as the
22 Settlement Administrator.

23 The Court further hereby approves the proposed Notice of Class Action Settlement and
24 Orders to the notice to be mailed to the Settlement Class.

25 The Court finds that the Notice of Class Action Settlement constitutes the best notice
26 practicable under the circumstances, is in full compliance with the laws of the State of California
27 and, to the extent applicable, the United States Constitution and the requirements of due process.
28 The Court further finds that the Notice of Class Action Settlement fully and accurately informs

1 Settlement Class Members of all material elements of the proposed Settlement, of each Settlement
2 Class Member's right to be excluded from the Settlement Class, and each Settlement Class Member's
3 right and opportunity to object to the proposed Settlement. The Notice of Class Action Settlement
4 adequately advises the Class about: the Class Action; the terms of the proposed Settlement and the
5 benefits available to each Settlement Class Member; each Settlement Class Member's right to
6 participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing
7 and procedures for doing so; the temporary and conditional certification of the Settlement Class for
8 settlement purposes only; preliminary Court approval of the proposed Settlement; timing and
9 procedures for distributing the Gross Settlement and the Individual Settlement Payments to the
10 Participating Class Members; and the date of the Final Approval Hearing as well as the rights of the
11 Settlement Class to file documentation in support of or in opposition to and appear in connection
12 with said hearing.

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

18 Within 14 calendar days after entry of the Preliminary Approval Order, Defendant shall
19 provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a
20 check of the Class Members' addresses against those on file with the U.S. Postal Service's
21 National Change of Address Database. The Class Data provided to the Settlement Administrator
22 will remain confidential, shall be used solely to administer the Settlement, and it will not be used
23 or disclosed to anyone but Class Counsel pursuant to a Stipulated Protective order, except as
24 required by applicable tax authorities, pursuant to Defendant's express written consent, or by order
25 of the Court. Nothing herein shall prevent Class Counsel from communicating with Class
26 Members regarding the Action and Settlement. The Settlement Administrator will be required to
27 sign and provide to Defendant a Certification Regarding Confidential Discovery Materials and to
28 be bound by a Stipulated Protective Order as entered by the Court. The Settlement Administrator

1 shall use due care with respect to the storage, custody, use, and/or dissemination of the
2 confidential information. Such information must be stored in a secure fashion and all persons who
3 access the data must agree to keep it confidential.

4 IT IS FURTHER ORDERED the Notice, as approved by the Court, shall be sent by the
5 Settlement Administrator to the Settlement Class Members, by first class mail, in English, within
6 ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. The
7 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
8 addresses of Settlement Class Members if any envelopes are returned.

9 IT IS FURTHER ORDERED the Settlement Administrator will take steps to ensure that the
10 Notice is received by all Settlement Class Members, including utilization of the National Change of
11 Address Database maintained by the United States Postal Service to review the accuracy of and, if
12 possible, update a mailing address. Notices of Settlement will be remailed to any Settlement Class
13 Member for whom an updated address is located within ten (10) calendar days following both the
14 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
15 re-mailed Notice shall be identical to the original Notice, except that it shall notify the Settlement
16 Class Member that the exclusion (opt-out) request or objection must be returned by the later of the
17 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

18 IT IS FURTHER ORDERED Class Members are deemed to participate in the Settlement,
19 unless they timely opt-out, and Aggrieved Employees may not opt out of the PAGA Released
20 Claims. The Notice will inform Class Members of his/her estimated Individual Settlement Payment
21 and the number of Pay Periods Worked during the Class Period and during the PAGA Period. Class
22 Members may dispute their Pay Periods Worked if they feel they should be credited with more
23 Eligible Pay Periods than Defendant's records show by timely submitting evidence to the Settlement
24 Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut
25 Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the
26 Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree
27 to meet and confer in good faith about the evidence to determine the Class Member's actual number
28 of Pay Periods Worked and estimated Individual Settlement Payment. If Class Counsel and Defense

1 Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to
2 render a final decision. Class Members will have until the Notice Response Deadline to dispute Pay
3 Periods Worked, object or opt out, unless extended by the Court. In the event that the Settlement
4 Administrator increases the number of Pay Periods Worked for any Settlement Class Member, then
5 the Settlement Administrator will recalculate the Participating Class Members' Individual
6 Settlement Payments; accordingly, in no event will Defendant be required to increase the Gross
7 Settlement Amount.

8 IT IS FURTHER ORDERED the Settlement Administrator shall provide counsel for the
9 Parties, at least twenty-five (25) calendar days prior to the final approval hearing, a declaration of
10 due diligence and proof of mailing with regard to the mailing of the Notices of Settlement.

11 IT IS FURTHER ORDERED that each Settlement Class Member will be fully advised of
12 the Settlement, the ability to object to the provisions in the Settlement related to the Released Class
13 Claims, and the ability to opt-out or request exclusion from the Settlement with respect to the
14 Released Class Claims. The Notice will inform the Settlement Class Members of the Court-
15 established deadlines for filing objections or requesting exclusion from the Settlement with respect
16 to the Released Class Claims in accordance with the following guidelines:

17 (a) Requests for Exclusion from Participating in the Settlement Class. Any
18 Settlement Class Member, other than Plaintiff, may request to be excluded from the Settlement
19 Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or
20 before the Notice Response Deadline. The Request for Exclusion should state:

21 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT
22 CLASS IN THE FFE LAWSUIT. I UNDERSTAND THAT IF I
23 ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
24 RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

25 To be valid, any Request for Exclusion must include the full name, address, telephone
26 number, last four digits of the social security number or date of birth, and signature of the Settlement
27 Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the
28 Settlement Administrator at the specified address set forth in the Notice. Any such Request must be

1 made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely
2 only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing.
3 Any Settlement Class Member who timely requests exclusion in compliance with these
4 requirements: (i) will not have any rights under this Agreement with respect to the Released Class
5 Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled
6 to receive any payments under this Agreement for the Released Class Claims; and (iii) will not be
7 bound by this Agreement, or the Judgment, with respect to the Released Class Claims. Any
8 Aggrieved Employee who requests timely exclusion will still be subject to the PAGA Released
9 Claims to the fullest extent permitted by law and shall be sent his or her share of PAGA Penalties.

10 (b) Except for those Settlement Class Members who exclude themselves in
11 compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed
12 to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the
13 terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii)
14 except as otherwise provided herein, will be deemed to have waived all objections and oppositions
15 to the fairness, reasonableness, and adequacy of the Settlement.

16 (c) Any Settlement Class Member, other than Plaintiff, may object to the terms
17 of this Agreement, except as to the PAGA Released Claims. To object, a Settlement Class Member
18 shall inform the Settlement Administrator, in writing, at least 10 calendar days before the Final
19 Approval Hearing, of his or her objection which must be postmarked by the Notice Response
20 Deadline at the address set forth in the Notice. Such objection shall include the objecting Settlement
21 Class Member's full name, address, telephone number, last four digits of the social security number
22 or date of birth, signature, and dates of employment with Defendant, in addition to the case name
23 and number, the basis for the objection, including any legal support and each specific reason in
24 support of the objection, as well as any documentation or evidence in support thereof, and, if the
25 Objecting Settlement Class Member is represented by counsel, the name and address of his or her
26 counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and
27 Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall
28 attach the same to its declaration of due diligence and file with the Court prior to the Final Approval

1 Hearing. Any Participating Class Member who files an objection remains eligible to receive
2 monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible for
3 any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
4 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
5 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
6 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
7 Section 663. Settlement Class Members and Aggrieved Employees may not object to or opt-out of
8 the Settlement with respect to the PAGA Released Claims.

9 (d) Any Settlement Class Member who desires to object to the Released Class
10 Claims in the Settlement but fails to timely submit a written objection waives any right to object and
11 will be foreclosed from making any objection to this Settlement. Any Settlement Class Member
12 who does not timely and properly become a party of record by intervening or filing a motion to
13 vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to
14 any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment,
15 motion for new trial, a motion under California Code of Civil Procedure Section 473, and
16 extraordinary writs.

17 (e) Counsel for the Parties may file a response to any objections submitted by
18 objecting Settlement Class Members at least five (5) court days before the date of the Final Approval
19 Hearing.

20 (f) Settlement Class Members will have until the Notice Response Deadline to
21 object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The
22 Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what
23 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request
24 of Class Counsel or Defense Counsel.

25 (g) If a Settlement Class Member's Request for Exclusion or objection is
26 defective as to the requirements listed herein, that Settlement Class Member will be given an
27 opportunity to cure the defect(s). The Settlement Administrator will mail the Settlement Class
28 Member a cure letter within three (3) business days of receiving the defective submission to advise

1 the Settlement Class Member that his or her submission is defective and that the defect must be
2 cured to render the Request for Exclusion or objection valid. The Settlement Class Member will
3 have the later of (i) the Notice Response Deadline or (ii) 15 calendar days from the date of the cure
4 letter to postmark or fax a revised Request for Exclusion or objection. If the revised Request for
5 Exclusion or objection is not postmarked or received by fax within that period, it will be deemed
6 untimely and disregarded.

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

11 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on _____,
12 2024 at _____ a.m./p.m. in Department 10C of the above captioned Courthouse to consider the
13 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
14 Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award
15 of attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
16 Approval Hearing to another date at its discretion.

17 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
18 Final Approval and application for attorneys' fees and costs and class representative enhancement
19 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
20 Approval Hearing.

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

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

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

3 **IT IS SO ORDERED.**

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5 Dated: _____, 2023

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HON. JAYNE LEE

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JUDGE OF THE SUPERIOR COURT

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