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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
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11 MICHAEL THOMAS, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 PLATINUM EXPRESS, INC., a California
17 Corporation; and DOES 1 through 20,
18 inclusive;

19 Defendants.

Case No.: CIVSB2225075

*[Assigned to the Hon. Christian Towns, Dept.
S26, for all purposes]*

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

20 Plaintiff Michael Thomas's Motion for Final Approval of the Settlement (the "Final
21 Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and
22 Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The
23 Final Approval Motion was unopposed by Defendants Platinum Express, Inc., and Amitpal
24 Dhugga.

25 Having considered the Final Approval Motion, the Settlement Agreement, the
26 Declarations, and all other materials properly before the Court and having conducted an inquiry
27 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
28 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.

1 Due and adequate notice having been given to the Class, and the Court having considered the
2 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
3 comments received regarding the proposed settlement, and having reviewed the record in this
4 Action, and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
7 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter over this Action, Class
9 Representative Michael Thomas, the Class Members, and Defendants.

10 3. For purposes of effectuating this Order and Judgment, this Court has certified the
11 following class: “All current and former California resident truck drivers who were employed by
12 Defendant Platinum Express, Inc. and who performed services in California for Defendant
13 Platinum Express, Inc. at any time during the Class Period of November 4, 2018, through
14 December 31, 2024.” The Court deems this definition sufficient for purposes of California Rules
15 of Court, rule 3.765(a).

16 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
17 current and former California resident truck drivers who were employed by Defendant Platinum
18 Express, Inc. and who performed services in California for Defendant Platinum Express, Inc. at
19 any time during the PAGA Period of November 4, 2021, through December 31, 2024.”

20 5. The Court finds that the distribution of the Class Notice, as provided for in the
21 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
22 under the circumstances to all Class Members and fully met the requirements of California law
23 and due process under the California and United States Constitution. Based on evidence and
24 other material submitted, the actual notice to the class was adequate.

25 6. The Court finds that the instant Action presented a good faith dispute of the
26 claims alleged, and the Court finds in favor of settlement approval.

27 7. The Released Class Claims on behalf of the Participating Class Members
28 included:

1 All claims stated in the Complaint and those claims that reasonably could
2 have been brought based upon the facts in the Complaint, including but
3 not limited to: (a) failure to pay minimum wages, (b) failure to pay rest
4 and recovery periods, (c) failure to reimburse business expenses, (d)
5 failure to pay all wages due and owing each pay period and upon
6 separation of employment, (e) failure to provide accurate itemized wage
7 statements, (f) unfair and unlawful competition, and (g) all other claims
8 for statutory penalties based on the facts or claims alleged in the
9 Complaint. The time period governing the Released Class Claims shall be
10 the Class Period.

11 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

12 Any and all PAGA claims that Plaintiff alleged against the Released Parties, on
13 behalf of the Aggrieved Employees and the State of California, based on the facts
14 stated in the Complaint and in the relevant LWDA notice letters, including all
15 PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum
16 wages, (b) failure to pay rest and recovery periods, (c) failure to reimburse
17 business expenses, (d) failure to pay all wages due and owing each pay period and
18 upon separation of employment, (e) failure to provide accurate itemized wage
19 statements, and (f) all other claims for civil penalties recoverable under the
20 Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or
21 claims alleged in the Complaint. The time period governing the Released PAGA
22 Claims shall be any time during the PAGA Period.

23 9. There were no objections and/or opt-outs to the Settlement. Thus, all Class
24 Members are Participating Class Members, who are entitled to an Individual Class Payment
25 pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to
26 an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

27 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
28 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
Parties are directed to perform in accordance with the terms set forth in the Settlement
Agreement.

11 11. The Parties are to bear their own costs, except as otherwise provided in the
12 Settlement Agreement.

13 12. With respect to the Class and for purposes of approving this Settlement, this Court
14 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common to the
2 Class Members, and there is a well-defined community of interest among the Class Members
3 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
4 typical of the claims of the Class Members; (d) the Class Representative has fairly and
5 adequately protected the interests of the Class Members; (e) a class action is superior to other
6 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
7 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff
8 in his individual and representative capacity and for the Class.

9 13. By this Judgment, the Class Representative shall release, relinquish, and
10 discharge, and each of the Participating Class Members shall be deemed to have, and by
11 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
12 discharged all Released Class Claims, as defined in the Settlement Agreement.

13 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
14 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
15 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
16 Participating Class Members as an admission of, or evidence of, the validity of any of the
17 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
18 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
19 Representative or Participating Class Members as an admission of, or evidence of, any fault or
20 omission of Defendants or any of the other Released Parties in any civil, criminal, or
21 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
22 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
23 this Action in any other action that may be brought against it or them in order to support a
24 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
25 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
26 or similar defense or counterclaim.

27 15. The Settlement Amount to be paid under the Settlement Agreement is \$200,000.
28 From this amount, Class Counsel sought attorney's fees of \$66,666.67 and litigation expenses of

1 \$14,579.83, a Service Award to Class Representative Michael Thomas of \$10,000, an
2 Administrator Expenses of \$9,000.00 to Phoenix Settlement Administrators (the “Settlement
3 Administrator”), and \$7,500 to the LWDA for PAGA penalties and \$2,500 to the Aggrieved
4 Employees for PAGA Penalties. Defendants do not oppose these requests. In addition, and
5 concurrently with paying the Settlement Amount, Defendants shall separately pay all employer
6 payroll taxes owed on the wage portion of the Individual Class Payments, which shall be
7 reported through the Settlement Administrator. The Court finds that the Settlement Amount is
8 fair, reasonable and adequate, and awards the payments set forth below from the Settlement
9 Amount:

- 10 A) \$66,666.67 to Class Counsel for attorneys’ fees;
- 11 B) \$14,579.83 to Class Counsel for litigation expenses;
- 12 C) \$10,000 to Class Representative Michael Thomas as a Service Award;
- 13 D) \$9,000 to the Settlement Administrator, Phoenix;
- 14 E) \$7,500 to the LWDA;
- 15 F) \$2,500 to the Aggrieved Employees on a pro rata basis;

16 After deducting the foregoing payments from the Settlement Amount, the remainder shall
17 form the Net Settlement Amount payable to the Participating Class Members as set forth in the
18 Settlement Agreement and as calculated by the Settlement Administrator.

19 16. The Settlement Administrator is directed to calculate the Participating Class
20 Member’s Individual Class Payments and the Aggrieved Employees’ Individual PAGA
21 Payments and issue all payments within in accordance with the Settlement Agreement and this
22 Order/Judgment.

23 17. Concurrently with mailing the settlement checks to the Participating Class
24 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
25 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
26 check for the Participating Class Members, noting the following: “Please be advised that on
27 [*insert date*], 2025, the Superior Court of California for the County of San Bernardino entered
28 Judgment in the case entitled *Thomas. v. Platinum Express, Inc.*, pending in Superior Court of

the State of California, County of San Bernardino, Case No. CIVSB2225075, on behalf of all current and former California resident truck drivers employed by Defendants in California at any time during the Class Period (which is November 4, 2018, through December 31, 2024).”

18. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate a check within this time period, the check will be canceled. The value of the 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 for the State of California in the name of the person.

19. The following dates shall govern for purposes of this implementing this Order/Judgment:

November 17, 2025	Final Approval Order is entered and the Effective Date occurs
October 15, 2026	<u>Payment #1 Due:</u> Defendants are ordered to fund one-half (50%) of the Settlement Amount (plus Defendants’ share of payroll taxes owed on Individual Class Payments), which shall be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
10 Days After Receipt of Payment #1	Administrator is directed to disburse Payment #1 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
October 27, 2027	<u>Payment #2 Due:</u> Defendants are ordered to fund the final one-half (50%) of the Settlement Amount (plus Defendants’ share of payroll taxes owed on Individual Class Payments).
10 Days After Receipt of Payment #2	Administrator is directed to disburse Payment #2 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.

1 2 3 4 5 6 7 8 9	April 12, 2028 (estimated)	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from Payment #2 after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
10 11 12	June 15, 2028	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Date: June 27, 2028 Time: 8:30 a.m.	Final Disbursement Hearing

20. In the event that Defendants fail to timely make any payment outlined above within 10 business days of the due date, Class Counsel shall send a “Notice of default” to Defense Counsel. Defendants will then have 10 business days after issuance of the notice of default to cure and bring all payments up to the current required amount due. If Defendants fail to timely cure the late payment, any remaining payments shall be accelerated and due within thirty (30) days from the Class Counsel’s notice of the missed payment.

21. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

Hon. Christian Towns