

FILED
Clerk of the Superior Court

OCT 14 2024

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September 18, 2024

By: J. Virissimo, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

LEON BLANCHE, an individual;
JUAN BAZABAL, an individual; and
KEINARD SIMPSON, an individual, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

GREYHOUND LINES, INC, a Delaware
corporation; and DOES 1 through 10, Inclusive,

Defendants.

Case No.: 37-2023-00009121-CU-OE-CTL

Assigned to: Judge Loren G. Freestone
Department: C-64

CLASS ACTION

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, AWARD OF
ATTORNEYS' FEES AND COSTS AND
APPROVAL OF CLASS REPRESENTATIVE
SERVICE AWARDS**

Date: October 11, 2024
Time: 10:30 a.m.

1 In April 2024, Plaintiffs and Defendant entered into a Class Action Settlement Agreement
2 (“Settlement Agreement”). On May 10, 2024, this Court granted Preliminary Approval of the
3 Settlement and ordered that notice be sent to the class.

4 On October 11, 2024, this Court heard Plaintiffs’ Motion for Final Approval of Class Action
5 Settlement, Award of Attorneys’ Fees and Costs and Approval of Class Representative Service Awards
6 (the “Motion”). After reviewing the Motion and supporting papers, the Court finds good cause to grant
7 the Motion.

8 **FINDINGS:**

9 1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in
10 all respects, fair, adequate, and reasonable.

11 2. The Court finds that Class Members have been adequately represented by the Class
12 Representatives and Class Counsel.

13 3. The Court also finds that extensive arm’s-length negotiations have taken place, in good
14 faith, between Class Counsel and Defendant’s Counsel resulting in the Settlement Agreement.

15 4. The Settlement Agreement provides substantial and adequate value to the class.

16 5. Notice was provided to Class Members in compliance with the Settlement Agreement,
17 California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California
18 and United States Constitutions, and any other applicable law, and constitutes the best notice
19 practicable under the circumstances, by providing notice to all individual Class Members who could
20 be identified through reasonable effort. The Notice fully satisfied the requirements of due process.

21 6. The Notice: (i) fully and accurately informed Class Members about the lawsuit and
22 settlement; (ii) provided sufficient information so that Class Members were able to decide whether to
23 accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlement;
24 (iii) provided procedures for Class Members to exclude themselves from the Settlement Class (iv)
25 provided procedures for Class Members to file written objections to the proposed settlement, to appear
26 at the hearing, and to state objections to the proposed settlement; and (v) provided the time, date, and
27 place of the Final Approval Hearing.

28 7. The Parties adequately performed their obligations under the Settlement Agreement.

1 8. No Class Members have objected to the terms of the Settlement.

2 9. For the reasons stated in the Preliminary Approval Order, and having found nothing that
3 would disturb these previous findings, this Court finds and determines that the proposed Settlement
4 Class, as defined below, meets all of the legal requirements for class certification for settlement
5 purposes under California Code of Civil Procedure §382 and California Rules of Court, Rule 3.769.

6 10. An award of \$966,666.67 in reasonable attorneys' fees and \$28,637.31 in actual costs
7 incurred to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel's
8 experience, their efforts in prosecuting this Action, and the benefits obtained for the Class.

9 11. A Service Award of \$10,000 for each Plaintiff is fair and reasonable in light of their
10 contributions to the litigation and settlement of this Action.

11 **IT IS ORDERED THAT:**

12 1. This Court has jurisdiction over the subject matter of the Action and over all parties to
13 the Action, including all members of the Settlement Class.

14 2. Plaintiffs' Motion is hereby GRANTED.

15 3. The Settlement Agreement is finally approved. Accordingly, the Court directs the
16 Parties and their counsel to implement and consummate this Settlement in accordance with the terms
17 and conditions of the Settlement Agreement.

18 4. The Settlement Class is certified for purposes of settlement only and is defined as
19 follows: All individuals employed by Defendant as non-exempt Drivers and who drove routes that
20 originated and/or terminated in California from October 6, 2018 to May 6, 2024.

21 5. Upon entry of this Order, compensation to the Settlement Class Members shall be
22 effected pursuant to the terms of the Settlement Agreement.

23 6. The Court hereby confirms Leon Blanche, Juan Bazabal and Keinard Simpson as Class
24 Representatives.

25 7. The Court hereby confirms Justin Hewgill of Hewgill Cobb & Lockard, APC and Ben
26 Travis of Ben Travis Law, APC as Class Counsel.

27 8. Class Counsel shall be awarded \$966,666.67 as attorneys' fees and \$28,637.31 in actual
28 costs incurred, as litigation costs and expenses, with payment coming out of the Settlement Fund. The

1 Court further finds that the hourly rates of Class Counsel are reasonable and in keeping with market
2 rates for comparably complex litigation in Southern California.

3 9. Plaintiffs are hereby each awarded \$10,000 as a Service Award, with payment coming
4 out of the Settlement Fund.

5 10. \$75,000 shall be paid from the Settlement Fund to the California Labor and Workforce
6 Development Agency.

7 11. \$12,500 shall be paid from the Settlement Fund to the Settlement Administrator, CPT
8 Group, Inc.

9 12. No other litigation costs and/or attorneys' fees shall be awarded, either against
10 Defendant or any related persons or entities or from the award to the Class.

11 13. Each member of the Settlement Class, excluding those Members identified as timely
12 opting out in paragraph 14 below, is bound by the Settlement Agreement, including the releases and
13 covenant not to sue, and this Final Order and Judgment.

14 14. This Final Order and Judgment does not bind persons who filed timely and valid
15 Requests for Exclusion. The following individuals properly requested to be excluded from the
16 Settlement: David Murphy.

17 15. Upon entry of this Final Order and Judgment, and by operation of this Final Order and
18 Judgment, the claims in this Action of each Settlement Class Member against any and all of the
19 Released Parties as defined in the Settlement Agreement, are fully, finally, and forever released,
20 relinquished, and discharged pursuant to the terms of the Settlement Agreement.

21 16. Each Settlement Class Member is permanently enjoined from bringing, joining, or
22 continuing to prosecute any Released Claims against Defendant or any Released Parties.

23 17. This Final Order and Judgment, and all papers related thereto, are not, and shall not be
24 construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever, and
25 shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any
26 other proceeding.

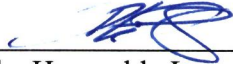
1 18. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of the Order and Judgment on the Settlement Administrator's Website for a period of at
3 least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 19. The Court hereby enters final judgment in this case in accordance with the terms of the
5 Settlement, Preliminary Approval Order, this Order, and Rule 3.769(h) of the California Rules of Court.

6 20. Without affecting the finality of this Order and Judgment, the Court reserves exclusive
7 and continuing jurisdiction over the Action, Plaintiffs, the Class, and Defendant for the purposes of
8 supervising the implementation, enforcement, construction, and interpretation of the Settlement
9 Agreement, the Preliminary Approval Order, the distribution of the Cash Awards, and this Order and
10 Judgment.

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14 **IT IS SO ORDERED.**

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16 Date: 10/14/21



The Honorable Loren G. Freestone
Judge of the Superior Court