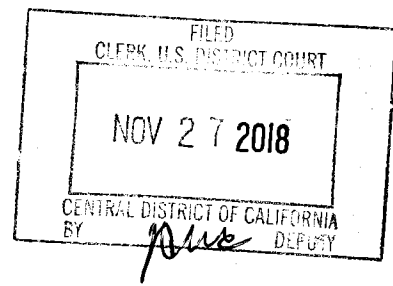


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LARRY CRAFT, an individual; on behalf of himself and all others similarly situated,

Plaintiffs

v.

RWI TRANSPORTATION, LLC a California corporation and DOES 1 through 50, inclusive,

Defendants.

Case No. 2:17-cv-05289-SVW

[Assigned to Hon. Stephen V. Wilson]

[PROPOSED] ORDER AND FINAL JUDGMENT

[Filed concurrently with Notice of Motion and Motion for Final Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof; Declaration of Brian S. Kabateck; and Declaration of Will Henry]

Date: December 3, 2018
Time: 1:30 p.m.
Courtroom: 10A

Complaint Filed: June 19, 2017

1 A Fairness Hearing was held before this Court on December 3, 2018, to
2 consider, among other things, whether the Settlement Agreement (“Settlement
3 Agreement” or “Settlement”) between Plaintiff Larry Craft (the “Class
4 Representative” or “Named Plaintiff”) and Defendant RWI Transportation, LLC
5 (“Defendant” or “RWI”) (collectively the “Parties”), represents a fair, reasonable
6 and adequate compromise of the action. Having considered the evidence
7 submitted and argued by the Parties, and any objections to the Settlement
8 submitted,

9 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 The Final Judgment incorporates by reference the definitions in the
12 Settlement Agreement, and all capitalized terms used in this Final Judgment will
13 have the same meanings as set forth in the Settlement Agreement, unless
14 otherwise defined in this Final Judgment.

15 This Court has jurisdiction over the subject matter of the Action, the Class
16 Representative, the Settlement Class, and Defendant. Final approval of the
17 Settlement, and entry of a final judgment an order of dismissal is hereby
18 **GRANTED.**

19 This Court finds that the Settlement Agreement is the product of good faith
20 arms-length negotiations by the Parties, each of whom was represented by
21 experienced counsel.

22 The Court finds that the class proposed for purposes of the Settlement
23 meets the requirements of Fed. R. Civ. P. 23(a), and 23(b)(2) and (3), and hereby
24 certifies a Settlement Class in the Action as follows:

25
26 All individuals who Defendant classified as independent contractors
27 who drove under load for RWI and/or whose tractor was driven
28 under load from RWI to or from California under RWI’s DOT
authority at any time from June 19, 2013, through March 31, 2018.

1
2 The Court approves all terms set forth in the Settlement Agreement and the
3 Settlement reflected therein, and finds that such Settlement is, in all respects,
4 fair, reasonable, adequate and in the best interests of the Settlement Class
5 Members, and the Parties to the Settlement Agreement are directed to
6 consummate and perform its terms.

7 The Parties dispute the validity of the claims in this matter, and their
8 dispute underscores not only the uncertainty of the outcome but also why the
9 Court finds the Settlement Agreement to be fair, reasonable, adequate, and in the
10 best interests of the Settlement Class Members. Beyond facing uncertainty
11 regarding the resolution of those issues, by continuing to litigation the Settlement
12 Class Members would also face the challenge of surviving an appeal of any class
13 certification order entered in the Action, and any other adverse rulings rendered
14 at trial.

15 Any request to intervene in this matter and/or the Settlement Agreement
16 that is filed after the date this Judgment is entered shall be and hereby is deemed
17 untimely.

18 The Court finds that the Notices provided for in the Order of Preliminary
19 Approval of Settlement have been provided to the Settlement Class and the
20 Notices provided to the Settlement Class constituted the best notice practicable
21 under the circumstances, and was in full compliance with the notice requirements
22 of Rule 23 of the Federal Rules of Civil Procedure, due process, the United
23 States Constitution, and any other applicable law. The Notices apprised the
24 members of the Settlement Class of the pendency of the litigation, of all material
25 elements of the proposed Settlement, including but not limited to the relief
26 afforded the Settlement Class under the Settlement Agreement, of the *res*
27 *judicata* effect on members of the Settlement Class and of their opportunity to
28 submit disputes; object to, comment on, or opt-out of the Settlement; and of the

1 right to appear at the Fairness Hearing. Full opportunity has been afforded to
2 members of the Settlement Class to participate in this Fairness Hearing.

3 Accordingly, the Court determines that all Settlement Class Members are bound
4 by this Final Judgment in accordance with the terms provided herein.

5 In accordance with sections I.BB. of the Settlement Agreement, upon entry
6 of this Final Judgment, all Participating Class Members will be deemed to have
7 completely released and forever discharged the Released Parties from all known
8 and unknown claims, losses, damages, liquidated damages, demands, penalties,
9 interest, liabilities, causes of action, complaints or suits, at law or in equity, that
10 were alleged or could have been alleged based on the facts in the Operative Class
11 Action Complaint, including but not limited to, claims for unreimbursed business
12 expenses and unlawful deduction, unpaid wages or overtime, "off-the-clock" work
13 and premium wages for alleged meal and/or rest period violations, failure to timely
14 pay wages upon termination, claims made under California Labor Code section
15 201, 202, 203, 221, 226, 226.3, 226.7, 226.8, 510, 512, 1194, 1194.2, 1997, 2802,
16 all similar provisions or requirements of the California Industrial Welfare
17 Commission Wage Order 9-2001 and California Business and Professions Code
18 section 17200, *et seq.*, or any other federal, state, or local law, which the Class
19 and/or any Class Member has ever had, or hereafter may claim to have, for the
20 Class Period, except for claims brought under the Fair Labor Standards Act, 29
21 U.S.C. section 210, *et seq.* (to be released only by FLSA Settlement Class
22 Members as defined in Paragraph I(P) and as set forth in Paragraph II(A)(3) of the
23 Settlement Agreement), and for claims for workman's compensation.

24 In accordance with section III.A. of the Settlement Agreement, in exchange
25 for consideration recited in the Settlement Agreement, all Participating Class
26 Members, on behalf of themselves and on behalf of their current, former, and
27 future heirs, executors, administrators, attorneys, agents, and assigns, do hereby
28 and forever release, waive, acquit and discharge the Released Parties from the

1 Released Claims.

2 In accordance with section III.B. of the Settlement Agreement, the
3 Participating Class Members are deemed by operation of the Order Granting Final
4 Approval to have agreed not to institute any action, nor accept back liquidated
5 damages, punitive damages, penalties of any nature, attorney's fees and costs, or
6 any other relief from any other suit, class or collective action, administrative claim
7 or other claim of any sort or nature whatsoever against Defendant, for the
8 Settlement Class Period for any Released Claims.

9 The settlement of civil penalties under PAGA in the amount of Twenty-Five
10 Thousand Dollars (\$25,000) is hereby approved. Seventy-Five Percent (75%), or
11 \$18,750, shall be paid to the California Labor and Workforce Development
12 Agency. The remaining Twenty-Five Percent (25%), or \$5,250, will be paid to
13 Participating Class Members.

14 The Court approves settlement administration costs and expenses in the
15 amount of \$12,000 to CPT Group, Inc.

16 Defendant shall pay Class Members pursuant to the procedure described in
17 the Settlement Agreement.

18 The Named Plaintiff expressly waives all rights and benefits afforded by
19 Section 1542 of the California Civil Code as to any claims he does not know or
20 suspect to exist in his favor against any of the Released Parties and does so
21 understanding the significant of that waiver. Section 1542 provides:

22
23 A general release does not extend to claims which the creditor does
24 not know or suspect to exist in his favor at the time of executing the
25 settlement with the debtor.

26
27 Per Section VII. of the Settlement Agreement, nothing in the Settlement
28 Agreement will constitute or be considered an admission by or on behalf of either

1 Defendant or any Released Party, of any wrongdoing or liability or of the accuracy
2 of any allegation made in connection with these Class Actions or in any other
3 matter.

4 Pursuant to Federal Rule of Civil Procedure Rule 23, the Settlement
5 Agreement will be enforceable by the Court. This Court will have and retain
6 continuing jurisdiction over the Class Action, and over all Parties and Class
7 Members, to the fullest extent necessary or convenient to enforce and effectuate
8 the terms and intent of the Settlement Agreement and all matters provided for in it,
9 and to interpret it.

10 The Parties have so agreed, good cause appearing, and there being no just
11 reason for delay, it is expressly directed that this Final Judgment and order of
12 dismissal with prejudice be, and hereby is, entered as a final and appealable order.

13 IT IS SO ORDERED.

14
15
16 DATED: *Nov 26, 2018*



17 JUDGE OF THE DISTRICT COURT
18
19
20
21
22
23
24
25
26
27
28